

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into by Plaintiffs H.K. and J.C., through their father and legal Guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead (“Plaintiffs”), individually and on behalf of the Settlement Class as defined below, by and through Class Counsel, and Defendant Google LLC (“Defendant” or “Google”). Plaintiffs and Defendant are each referred to herein as a Party, and collectively, as the Parties.

### **RECITALS**

WHEREAS, on November 19, 2020, Plaintiffs H.K. and J.C., through their father and legal Guardian Clinton Farwell, filed a putative class action captioned *H.K. et al. v. Google LLC*, No. CC 20LL00017 (the “H.K. State Action”) in the Circuit Court for the Ninth Judicial District, McDonough County Circuit Court of the State of Illinois, alleging claims for damages and other legal and equitable remedies resulting from Defendant’s alleged unlawful collection, storage, and use of Plaintiffs’ and other similarly situated individuals’ alleged biometric identifiers and biometric information (collectively, “biometric data”), without informed written consent, and in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq. (“BIPA”).

WHEREAS, on April 20, 2021, Google filed a Notice of Removal of the H.K. State Action in the United States District Court for the Central District of Illinois, Rock Island Division in *H.K. et al. v. Google, LLC*, No. 1:21-cv-01122-SLD-JEH (the “H.K. Federal Action”) (ECF No. 1).

WHEREAS, on May 27, 2021, Google filed a Motion to Dismiss the H.K. Federal Action (ECF No. 11); thereafter, on July 1, 2021, Plaintiffs a First Amended Class Action Complaint (ECF No. 14), which added Plaintiff M.W., through her mother and legal guardian Elizabeth Whitehead, to the H.K. Federal Action.

WHEREAS, on August 2, 2021, Google filed a Motion to Dismiss the First Amended Complaint (ECF No. 17) in the H.K. Federal Action, which Plaintiffs opposed on September 24, 2021 (ECF No. 18), and to which Google filed a Reply on November 5, 2021 (ECF No. 19);

WHEREAS, on March 31, 2022, the District Court in the H.K. Federal Action denied and granted, in part, the Motion to Dismiss Plaintiffs’ First Amended Complaint (ECF No. 20);

WHEREAS, on May 3, 2022, after extensive meet and confer, the Parties filed a Joint Discovery Plan (ECF No. 24) and thereafter commenced discovery;

WHEREAS, on May 31, 2022, Google filed an Answer to the First Amended Class Action Complaint (ECF No. 26), and thereafter filed an Amended Answer on June 21, 2022 (ECF No. 30);

WHEREAS, on November 2, 2022, Plaintiffs filed a Motion to Remand the H.K. Federal Action (ECF No. 32), which Google opposed on November 16, 2022;

WHEREAS, on May 26, 2023, Plaintiffs filed a Motion for Protective Order (ECF No. 35), which Google opposed on June 9, 2023 (ECF No. 36);

WHEREAS, on August 21, 2023, the District Court in the H.K. Federal Action severed and remanded certain of Plaintiffs' causes of action to the Circuit Court of the Ninth Judicial Circuit, McDonough County;

WHEREAS, the Parties engaged in extensive arm's-length settlement negotiations, for over a year, including an all-day mediation on September 20, 2022 with the Honorable Stuart E. Palmer (Ret.) of Judicial Arbitration and Mediation Services, Inc. ("JAMS") and extensive negotiations thereafter under the supervision of Judge Palmer.

WHEREAS, after extensive arm's-length negotiations, the Parties reached an agreement in principle to settle on the terms and conditions embodied in this Agreement.

WHEREAS, the Parties agree that, following execution of this Agreement, they shall stipulate to remand all remaining causes of action in the H.K. Federal Action to the Circuit Court of the Ninth Judicial Circuit, McDonough County, and consolidate with the cause of action that was remanded by the District Court in the H.K. Federal Action on August 21, 2023. The consolidated action shall be referred to as the "Action."

WHEREAS, Plaintiffs have investigated, developed, and thoroughly litigated the Action. Plaintiffs have conducted discovery, analyzed the legal issues, retained and consulted with experts, engaged in motion practice, kept abreast of the changing legal landscape as it pertains to the Action, and believe that the proposed settlement with Defendant, as set forth herein, is fair, reasonable, and adequate, and in the best interests of the putative Settlement Class and that this Agreement therefore warrants approval by the Court pursuant to Section 2-801 of the Illinois Code of Civil Procedure.

WHEREAS, Defendant denies that it has engaged in any wrongdoing and denies all claims alleged by Plaintiffs in the Action. This Agreement shall in no event be construed or deemed to be evidence of or an admission, presumption or concession on the part of Defendant of any fault, liability, or wrongdoing as to any facts or claims asserted in the Action, or any other actions or proceedings, and shall not be interpreted, construed, offered, or received in evidence or otherwise used against Defendant in any other action or proceeding, whether civil, criminal or administrative (except in an action brought to enforce its terms).

WHEREAS, while Plaintiffs believe the claims in the Action have merit and while Defendant disputes such claims and does not acknowledge in any way any fault or liability, the Parties have agreed to enter into this Agreement as a compromise of Plaintiffs' and the Settlement Class Members' claims in order to resolve all controversies between them and to avoid the uncertainty, risk, expense, and burdens posed by continued prosecution and defense of the Action.

WHEREAS, the Parties believe that this Agreement resolving the Action can and should be approved to avoid the time, expense, and uncertainty of protracted litigation; and in the event that this Agreement does not receive final and binding approval from the Court or is terminated

according to its terms, Plaintiffs expressly reserve the right to seek class certification and to try the Action to judgment, while Defendant reserves the right to challenge class certification and reserves its other defenses.

WHEREAS, pursuant to the terms and conditions of this Agreement, the Parties agree to stay proceedings in the Action, including any further discovery or motion practice, pending final and binding approval from the Court presiding over this Action.

**NOW, THEREFORE**, subject to Court approval and the other conditions set forth herein, it is hereby AGREED by the Parties that, in consideration of the undertakings, promises, and payment set forth in this Agreement and upon the entry by the Circuit Court for the Ninth Judicial District, McDonough County Circuit Court of the State of Illinois of a Final Order and Judgment approving the settlement and directing the implementation of the terms and conditions of this Agreement, the Action shall be settled and compromised upon the terms and conditions set forth herein.

The foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

## **1. DEFINITIONS**

As used in this Agreement and the attached exhibits, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall be defined as set forth below:

1.1 **“Action”** shall mean and include the following civil action: *H.K. et al. v. Google LLC*, Case No. CC 20LL00017, in the Circuit Court for the Ninth Judicial District, County of McDonough, State of Illinois, which shall include the causes of action that were remanded from the H.K. Federal Action by court order and by the Parties’ stipulation.

1.2 **“Administration Expenses”** shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing notice, communicating with Class Members, establishing and maintaining the Settlement Website, resolving any disputed Claims, and disbursing payments to the Settlement Class Members, any Service Payments to Class Representatives, and any Fee and Expense Award to Class Counsel.

1.3 **“Approved Claim(s)”** shall mean a complete and timely Claim, as evidenced by a Claim Form, submitted by a Settlement Class Member that has been approved for payment by the Settlement Administrator.

1.4 **“BIPA”** shall mean the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*

1.5 **“Business Day(s)”** shall mean, for a period expressed in “business days,” the number of calendar days identified in the period, excluding the day of the event that triggers the period, that are not Saturdays, Sundays, or legal holidays.

1.6 **“Claim(s)”** shall mean a Class Member’s claim or request for settlement benefits, as evidenced by a submitted Claim Form.

1.7 **“Claim Form”** shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement, which shall be substantially in the form attached hereto as Exhibit 1.

1.8 **“Claims Deadline”** shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted electronically (if submitted on the Settlement Website) to be considered timely, and which shall be one hundred and twenty (120) Days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, the Notice, the Claim Form, and on the Settlement Website.

1.9 **“Class” or “Settlement Class”** shall mean and include all Illinois residents who, while they were enrolled in a school in the State of Illinois, at any time between March 26, 2015 and the date of Preliminary Approval, had a voice model or face model created or had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education (together, “GWFE”) account. Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Action and members of their families; (b) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (c) Class Counsel; and (d) the legal representatives, successors or assigns of any such excluded persons.

1.10 **“Class Member” or “Settlement Class Member”** shall mean a person who falls within the definition of the Class, as defined in Sections 1.9 and 2.2 of this Agreement, and who does not submit a valid request for exclusion.

1.11 **“Class Counsel”** shall mean collectively Robert Ahdoot and Theodore W. Maya of Ahdoot & Wolfson, PC; John C. Carey of Carey Rodriguez, LLP; Scott Bursor of Bursor & Fisher, P.A.; and Frank S. Hedin and Arun G. Ravindran of Hedin Hall LLP.

1.12 **“Class Representatives” or “Plaintiffs”** shall mean Plaintiffs H.K. and J.C., through their father and legal guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead.

1.13 **“Court”** shall mean the Circuit Court of the Ninth Judicial District, McDonough County Circuit Court of the State of Illinois.

1.14 **“Days”** shall mean, for a period expressed in “days,” the number of calendar days identified in the period, excluding the day of the event that triggers the period, but including the last day of the period except when the last day is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

1.15 **“Defendant” or “Google”** means Google LLC.

1.16 **“Defendant’s Counsel”** means Perkins Coie LLP.

1.17 **“Effective Date”** means the date on which the Final Order and Judgment becomes “Final,” which shall be one Business Day after the latest of the following events: (a) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Order and Judgment approving this Agreement; (b) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee and Expense Award, the date of completion, in a manner that finally affirms and leaves in place the Final Order and Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

1.18 **“Fee and Expense Award”** means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel to compensate them for conferring the benefits upon the Settlement Class under this Agreement and for their professional time, fees, advances, and expenses incurred in connection with the prosecution and resolution of the Action and this Agreement. Any request for the Fee and Expense Award shall be filed with the Court and posted to the Settlement Website on or before fourteen (14) Days prior to the Objection and Exclusion Deadline.

1.19 **“Final Approval Hearing”** means the hearing to be conducted by the Court in connection with the final determination that this Agreement is fair, reasonable, and adequate and in the best interests of the Class as a whole, and which shall be on a date no earlier than one hundred twenty-five (125) Days after entry of the Preliminary Approval Order, or such other date approved by the Court.

1.20 **“Final Order and Judgment”** means an order that is entered by the Court and which shall be substantially in the form attached hereto as Exhibit 2, and approves this Agreement as fair, reasonable, and adequate, and in the best interests of the Class as a whole, and makes such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement.

1.21 **“H.K. State Action”** shall mean and include the following civil action: *H.K. et. al v. Google, LLC*, Case No. CC 20LL00017, filed in the Circuit Court for the Ninth Judicial District, County of McDonough, State of Illinois on November 19, 2020.

1.22 **“H.K. Federal Action”** shall mean and include the following civil action: *H.K. et. al v. Google, LLC*, Case No. 1:21-cv-01122-SLD-JEH, United District Court for the Central District of Illinois, Rock Island Division.

1.23 **“Long Form Notice”** means the legal notice of the proposed Settlement terms to be provided to potential Settlement Class Members pursuant to the terms and conditions of this Agreement, substantially similar to the form attached hereto as Exhibit 3.

1.24 **“Net Settlement Fund”** means the balance remaining in the Settlement Fund after (i) the addition of any interest accrued in the Escrow Account (described in Section 3.2.e herein), and (ii) payment of all of the following: (a) Settlement Administration Expenses, (b) any Service Payments to the Class Representatives, (c) Taxes, and (d) any Fee and Expense Award to Class Counsel.

1.25 **“Notice(s)”** means the notices of this proposed Settlement and the scheduling of the Final Approval Hearing, which are to be disseminated to potential Settlement Class Members substantially in the manner set forth in this Agreement and approved by the Court, fulfilling the requirements of due process and 735 ILCS 5/2-803, and substantially in the form of Exhibits 1, 3, 5, 6, 7, and 9 attached hereto.

1.26 **“Notice Date”** means the date by which the Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be a date no later than thirty-five (35) Days after the Court’s entry of the Preliminary Approval Order.

1.27 **“Notice Plan”** means the plan described in this Agreement for disseminating Notice to the Settlement Class Members of the terms of this Agreement and the Final Approval Hearing.

1.28 **“Objection and Exclusion Deadline”** means the date by which a written objection to the Settlement or a request for exclusion by a person within the Settlement Class must be made, which shall be designated as a date no later than seventy-five (75) Days after the Notice Date.

1.29 **“Preliminary Approval Order”** means the Court’s Order granting preliminary approval of this Agreement and which shall be substantially in the form attached hereto as Exhibit 4, conditionally certifying the Settlement Class and conditionally appointing Class Counsel, approving the Notice of Proposed Class Action Settlement and the manner of providing notice to the Class, and setting forth a schedule for briefing regarding the fairness of the settlement, deadlines for submitting exclusion requests and objections, and the date of the Final Approval Hearing, in a form as agreed to by the Parties.

1.30 **“Publication Notice”** means the legal notice summarizing the proposed Settlement terms that informs potential Settlement Class Members of the Settlement, to be published in the manner described herein and in a form substantially similar to the form attached hereto as Exhibit 5.

1.31 **“Release” or “Releases”** means the Releases set forth in Section 11 of this Agreement.

1.32 **“Released Claims”** means any and all claims, liabilities, rights, demands, suits, matters, obligations, damages (including consequential damages), losses or costs, liquidated damages, statutory damages, attorneys’ fees and costs, actions or causes of action, of every kind and description, whether known or unknown (including “Unknown Claims” as defined below), fixed or contingent, accrued or not accrued, matured or not yet matured, asserted or unasserted, suspected or unsuspected, including without limitation those related to unknown and unsuspected injuries as well as unknown and unsuspected consequences of known or suspected injuries, that the Releasing Parties now own or hold, or have owned or held at any time prior to the Effective

Date of this Agreement, arising from or related to Plaintiffs' allegations or the alleged collection, capture, receipt, storage, possession, dissemination, transfer, use, sale, lease, trade, or profit from biometric information, biometric identifiers, or any data derived from Settlement Class Members' use of Google Workspace for Education or G Suite for Education, including all claims arising from or relating to the subject matter of the Action, and all claims that were brought or could have been brought in the Action.

1.33 **"Released Parties"** means Defendant and its direct and indirect corporate parents, subsidiaries, affiliates, principals, investors, owners, members, controlling shareholders, trustees, estates, heirs, executors, administrators, partners, and joint venturers, along with the officers, directors, shareholders, employees, attorneys, representatives, agents, contractors, insurers, successors, predecessors, and assigns of such persons or entities.

1.34 **"Releasing Parties"** means Plaintiffs and the Settlement Class Members and their respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.35 **"Service Payment(s)"** means such payments as may be approved by the Court to the Class Representatives in recognition of their time, effort, service, and expenses incurred in pursuing the Action or in otherwise fulfilling their obligations and responsibilities as the Settlement Class Representatives on behalf of the Settlement Class. Any request for Service Payments shall be filed with the Court and posted to the Settlement website on or before fourteen (14) Days prior to the Objection and Exclusion Deadline.

1.36 **"Settlement," "Settlement Agreement," or "Agreement"** means this Settlement Agreement and the settlement embodied in this Settlement Agreement, including all attached Exhibits (which are an integral part of this Settlement Agreement and Release and are incorporated herein in their entirety by reference).

1.37 **"Settlement Amount"** means Eight Million Seven Hundred Fifty Thousand United States Dollars and Zero Cents (\$8,750,000.00) to be paid by Defendant and is the total amount that Defendant will be obligated to pay in consideration of the settlement of all Plaintiffs' and Class Members' Released Claims, provided that the relevant terms and conditions of this Agreement are met.

1.38 **"Settlement Administrator"** means Postlewaite & Netterville, APAC, the third-party entity that is jointly selected by the Parties to administer and provide notice of the Settlement pursuant to the terms and conditions of this Agreement.

1.39 **"Settlement Fund"** means the non-reversionary cash fund that shall be funded by Defendant in the total amount of the Settlement Amount (i.e., Eight Million Seven Hundred Fifty Thousand United States Dollars and Zero Cents (\$8,750,000.00) and any other funds held in escrow by the Settlement Administrator pursuant to this Agreement, including accrued interest. The following shall be paid out of the Settlement Fund pursuant to the terms and conditions of this

Agreement: All Settlement Payments as a result of Approved Claims made by Class Members, Administration Expenses, any Service Payments to the Class Representatives, Taxes, and any Fee and Expense Award to Class Counsel.

1.40 “**Settlement Payment(s)**” means the payments to be made in response to Approved Claims.

1.41 “**Settlement Website**” means the Internet website with the URL address [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com), which is to be created, launched, and maintained by the Settlement Administrator, where Class Members may obtain information about the Settlement, file electronic Claim Forms and requests for exclusion from the Settlement, and obtain copies of relevant case-related documents (including the Long Form Notice (in both English and Spanish), information about the submission of Claim Forms, and other relevant documents, such as the operative complaint filed in the H.K. State Action or the H.K. Federal Action, this Agreement, the Preliminary Approval Order, any application for the Fee and Expense Award and Service Payments, any brief filed by the Parties in support of the Settlement, and the Final Approval Order), including downloadable Claim Forms.

1.42 “**Summary Notice**” means the legal notice summarizing the proposed Settlement terms, substantially in the form attached as Exhibit 6.

1.43 “**Taxes**” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement (“Tax Expenses”)), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administration Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court, and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(1)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the



returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

1.44 **“Unknown Claims”** means claims that could have been raised in the H.K. Federal Action and the H.K. State Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not object to the Settlement, or seek exclusion from the Class. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

## **2. THE SETTLEMENT CLASS**

2.1 For the purposes of this Settlement only, the Parties stipulate and agree that: (a) the Class shall be certified in accordance with the definition contained in Section 2.2, below; (b) Plaintiffs shall represent the Class for settlement purposes and shall be appointed as the Class Representatives; and (c) Plaintiffs’ Counsel shall be appointed as Class Counsel.

2.2 Subject to Court approval, the following Class shall be certified for settlement purposes:

All Illinois residents who, while they were enrolled in a school in the State of Illinois, at any time between March 26, 2015 and the date of Preliminary Approval, had a voice model or face model created or had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education account ("GWFE"). Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Action and members

of their families; (b) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (c) Class Counsel; and (d) the legal representatives, successors or assigns of any such excluded persons.

2.3 Defendant conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of this Agreement only. If this Agreement, for any reason, is not finally approved or is otherwise terminated, then (a) Defendant reserves the right to assert any and all objections and defenses to certification of a class; (b) neither this Agreement nor any Order or other action relating to this Agreement shall be offered by any person as evidence in support of a motion to certify a class for a purpose other than settlement; (c) the Settlement proposed herein shall become null and void and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers; and (d) the Parties will return to their respective positions existing immediately before the execution of this Agreement.

2.4 To the fullest extent permitted by law, neither the fact of, nor any provision contained in, this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim or any fact alleged by Plaintiffs in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant or admission by any of the Parties of the validity or lack thereof of any claim, allegation or defense asserted in the Action or in any other action.

### **3. SETTLEMENT RELIEF**

#### **3.1 Prospective Relief**

a. Without admitting any liability or that it is required by law to do so, Defendant agrees, to the extent it is not already doing so, within 90 days of the Effective Date, to provide notice to Illinois GWFE users during enrollment in Voice Match or Face Match features that such features may involve the creation of voice models and/or face models, as applicable; the purposes for creating such models, as applicable; and, if Defendant will store such models on its servers more than temporarily, the estimated length of retention. Such notice will be provided to GWFE users newly enrolling in Voice Match or Face Match. Nothing in this section will require Defendant to use specific wording or terminology, or to provide information that does not accurately describe what Defendant is doing. The notice presented when a user enrolls in Voice Match or Face Match will require the user to affirmatively consent to the feature before it is enabled. Defendant will not sell, lease, or trade voice models or face models associated with any Illinois GWFE user's use of Voice Match or Face Match to any third party outside of Google. Defendant will store, transmit, and protect from disclosure voice models or face models using reasonable security measures and in a manner that is at least as protective as the manner in which Defendant stores, transmits, and protects other confidential and sensitive information.

b. The Prospective Relief set forth in Section 3.1 a. herein shall be incorporated in the Final Order and Judgment of the Court.

### 3.2 Establishment of Settlement Fund

a. Defendant agrees to pay the Settlement Amount, i.e., the total sum of Eight Million Seven Hundred Fifty Thousand United States Dollars and Zero Cents (\$8,750,000.00), to create the Settlement Fund. Defendant shall pay the Settlement Amount in accordance with the terms and conditions of this Section 3.2. The Settlement Fund shall be used to pay all Settlement Payments as a result of Approved Claims made by Class Members, the Administration Expenses, any Service Payments to the Class Representatives, Taxes, and any Fee and Expense Award to Class Counsel. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Agreement, and neither Defendant nor any Released Party shall have any obligation to make any further payments into the Settlement Fund or any financial responsibility or obligation relating to the Settlement beyond payment of the Settlement Amount.

b. No portion of the Settlement Fund shall revert back to or be refunded to Defendant after the Settlement becomes Final.

c. Within thirty (30) Days after the later of (a) entry of the Preliminary Approval Order, which shall include an order establishing the Settlement Fund pursuant to Treasury Regulation § 1.468B-1(c)(1), or (b) receipt from the Settlement Administrator of detailed wire instructions and a completed W-9 form, Google agrees to and shall cause the sum of Five Hundred Thousand United States Dollars and Zero Cents (\$500,000.00) to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the "**Escrow Account**"). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC.

d. Within seventy-five (75) Days after the entry of the Preliminary Approval Order, Google agrees to and shall cause to be deposited the additional sum of Eight Million Two Hundred Fifty Thousand United States Dollars and Zero Cents (\$8,250,000.00) into the Escrow Account.

e. All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.

f. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

g. For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

h. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant’s Counsel or by order of the Court.

i. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

j. Refund Upon Termination. In the event that the Court does not enter the Final Order and Judgment or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or successfully challenged on appeal, the remaining Settlement Fund (including accrued interest), less (a) any Administration Expenses actually incurred, and (b) any amounts and Taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be refunded to Defendant.

### **3.3 Distribution of Settlement Fund**

a. All Settlement Class Members shall be entitled to submit a Claim by submitting a Claim Form (to seek a Settlement Payment from the Settlement Fund) prior to the Claims Deadline. Each Class Member is limited to one Claim. A Settlement Class Member, or a Settlement Class Member’s legally authorized representative on behalf of a given Settlement Class Member, may submit the Claim Form by mailing the Claim Form to the Settlement Administrator or submitting the Claim Form through the Settlement Website. The Claim Form, whether electronic or in paper form, shall be substantially in the form attached hereto as Exhibit 1. The Net Settlement Fund shall be divided equally among all Class Members with Approved Claims, such that each Class Member with an Approved Claim will be entitled to a Settlement Payment, from the Settlement Fund, equal to that Class Member’s *pro rata* share of the Net Settlement Fund.

b. Within ninety (90) Days after the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send Settlement Payments from the Settlement Fund by check, digital payment, or electronic deposit, as elected by each Class Member with an Approved Claim. Each payment issued to a Class Member via check will state on the face of the check that it will become null and void unless cashed within one hundred and eighty (180) Days after the date of issuance.

3.4 In the event that an electronic deposit to a Class Member cannot be processed, the Settlement Administrator shall send a physical check to the Class Member via the U.S. Postal Service.

3.5 To the extent that a check issued to a Class Member is not cashed within one hundred and eighty (180) Days after the date of issuance, or a digital payment or electronic deposit is unable to be processed within one hundred and eighty (180) Days of the first attempt, such funds shall remain in the Settlement Fund and shall be apportioned in a second distribution, if practicable, on a *pro rata* basis to Class Members with Approved Claims who, in the initial distribution, cashed their check or successfully received payment electronically. To the extent that any second distribution is impracticable or second-distribution funds remain in the Settlement Fund after an additional one hundred and eighty (180) Days, such funds (“Residual Funds”) shall be distributed to one or more 26 U.S.C. § 501(c)(3) non-profit Eligible Organization(s) (as this term is defined by 735 ILCS 5/2-807) selected by the Parties and thereafter approved by the Court. The distribution of the Residual Funds shall comply with 735 ILCS 5/2-807.

3.6 Under no circumstances shall any of the Settlement Amount paid by Defendant into the Settlement Fund revert to Defendant, except in the event the Settlement does not become Final or is terminated in accordance with Sections 3.2.j and 14 herein. In no event shall any of the Settlement Fund be paid to any Class Counsel except for the amount of an approved Fee and Expense Award in accordance with the terms and conditions of this Settlement.

#### **4. PRELIMINARY APPROVAL AND FINAL APPROVAL**

4.1 This Agreement shall be subject to approval of the Court. As set forth in Section 14, Defendant shall have the right to terminate this Agreement if the Court does not approve all material aspects of this Agreement.

4.2 Plaintiffs, through Class Counsel, shall file an unopposed motion for entry of an Order conditionally certifying the Settlement Class, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, approving the Class Notice and Claim Form, appointing Class Counsel and Plaintiffs as the Class Representatives, and for entry of the Preliminary Approval Order. The Preliminary Approval Order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the Notice Program set forth in Section 6.3. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Final Order and Judgment set forth below and do not limit or impair the rights of the Class.

4.3 The Parties shall request that the Final Approval Hearing be scheduled approximately one hundred twenty-five (125) Days after entry of the Preliminary Approval Order and that the Court approve the Settlement of the Action as set forth herein.

4.4 Within fourteen (14) Days after the Objection and Exclusion Deadline, or by another date if directed by the Court, Plaintiffs shall: (a) move for final approval of the Settlement; (b) move for final certification of the Settlement Class, including for the entry of a Final Approval Order; (c) respond to any objections or comments from Settlement Class Members; and (d) file memorandums in support of the motion for final approval and in response to objections or comments from Settlement Class Members, if any.

4.5 Defendant may file a separate brief in support of the Court's entry of the Preliminary Approval Order or the Final Order and Judgment but is not obligated to do so.

## **5. SETTLEMENT ADMINISTRATION**

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by providing Notice and processing Claim Forms in a reasonable, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Without limiting the foregoing, the Settlement Administrator shall:

a. Receive requests to be excluded from the Class and promptly provide Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms after the deadline for submission of such forms, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

b. Provide weekly reports to Class Counsel and Defendant's Counsel regarding the number of Claim Forms received and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

c. Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2 The Settlement Administrator shall employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Class Member is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms and conditions of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information. In the event the Settlement Administrator receives such information after the deadline set forth in this subsection, then any such claim shall be denied, unless both Class Counsel and Defendant's Counsel agree that such claim should be accepted. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the

Claim Form. Class Counsel and Defendant's Counsel shall both have the right to challenge the acceptance or rejection of a Claim Form submitted to the Settlement Administrator. The Settlement Administrator shall follow any joint decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. Where Class Counsel and Defendant's Counsel disagree as to the validity of a submitted Claim Form, the Settlement Administrator will resolve the dispute and the Claim Form will be treated in the manner designated by the Settlement Administrator.

## **6. NOTICE TO THE CLASS**

6.1 Direct Notice List. Within seven (7) Business Days after the Court's entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator, in digital form: (i) the following information (where available and to the extent available in Defendant's records) for each Settlement Class Member: first and last name, email address(es), and the date that the Settlement Class Member's GWFE account was opened; and (ii) a list of its customers, in Illinois, during the Class Period, for the GWFE product. (collectively, the "Class Data").

6.2 Use of the Class Data. The Settlement Administrator shall keep the Class Data, including names and email addresses of all persons appearing thereon, and the names of all entities therein, strictly confidential, and shall not disclose it to any other person or entity under any circumstances, without prior express written consent from Defendant. The Class Data may not be used by the Settlement Administrator for any purpose other than disseminating and verifying the dissemination of the Notice in accordance with the terms and conditions of this Agreement, processing Claims, making Settlement Payments, responding to Class Member inquiries, processing Class Member requests for exclusion and objection, if any, notifying Settlement Class Members of their rights under this Agreement, and otherwise effectuating the terms of this Agreement or the duties arising thereunder. The Parties will ensure that the Settlement Administrator shall provide information regarding how it will keep the Class Data safe, private, and secure, and how it will destroy the list when the matter is fully concluded.

6.3 Notice Program. The notice program shall be approved by the Court in the Preliminary Approval Order and shall consist of the following:

a. Long Form Notice. The Long Form Notice shall be in a form substantially similar to the document attached as Exhibit 3 hereto. The Long Form Notice shall (i) contain a description of the nature of the Action and the proposed Settlement, including information on the definition of the Settlement Class, how the proposed Settlement would provide relief to Settlement Class Members, and other relevant information; (ii) contain a description of what claims are released under the proposed Settlement; (iii) advise the Settlement Class that those members of the Settlement Class who do not file valid and timely exclusion requests will be releasing their claims under those actions; (iv) inform members of the Settlement Class of their right to opt out of the proposed Settlement and provide the deadlines and procedures for exercising this right; (v) inform Settlement Class Members of their right to object to the proposed Settlement, Fee and Expense Award, and/or Service Payments and to appear at the Final Approval Hearing, and provide the deadlines and procedures for exercising these rights; (vi) inform the Settlement Class that fees and expenses related to the Settlement Administrator will be deducted from the Settlement

Fund, and set forth the maximum Fee and Expense Award and Service Payments to be sought; and (vii) inform and provide instruction to the Settlement Class about the process for making a Claim. The Notice will make clear that this Agreement shall be binding on all Settlement Class Members, i.e., those who do not timely and properly submit requests for exclusion from the Settlement Class, including those who do not submit Claims. The Settlement Administrator shall make a version of the Long Form Notice available on the Settlement Website in Spanish.

b. Form of Notice. The Notice shall be presented in multiple forms and presented through multiple media, as set forth below.

i. Direct Notice. For any Settlement Class Member for whom the Settlement Administrator can establish a mailing address from the Class Data (to the extent a current physical mailing address can be identified by the Settlement Administrator using publicly available resources or proprietary databases), the Settlement Administrator will send the Summary Notice (in postcard form attached hereto as Exhibit 7) by U.S. mail, postage prepaid. For any Summary Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail or—if no forwarding address is provided on the returned mail—to the forwarding address, if any, in the United States Postal Service’s National Change of Address Database.

ii. Print Publication Notice. Following the Notice Date, the Settlement Administrator shall arrange for the placement of the Publication Notice (in the form attached hereto as Exhibit 5) in the print versions of newspapers circulated in Illinois, as set forth in the Declaration of Settlement Administrator, attached hereto as Exhibit 8. The Settlement Administrator shall complete such placement of the Publication Notice within thirty (30) Days after the Notice Date.

iii. Targeted Media Online Notice. Following the Notice Date, the Settlement Administrator shall arrange for a digital media campaign as set forth in the Declaration of Settlement Administrator, which is attached hereto as Exhibit 8. The ads shall be substantially in the form(s) attached as Exhibit 9.

vi. Settlement Website. Prior to the dissemination of any Notice, the Settlement Administrator will complete the set-up of the Settlement Website and ensure that it is publicly accessible and operational in all respects, including but not limited to compliance with the Americans with Disabilities Act (42 U.S.C. § 12101). The website will be active until at least ninety (90) Days after the Effective Date, or until such time as the Settlement is fully administered, whichever is later. However, the Settlement Administrator may disable online submission of the Claim Form the day after the Claims Deadline. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

vii. Toll-Free Number. Prior to the Notice Date, the Settlement Administrator shall establish a toll-free telephone number, which will be staffed by the Settlement Administrator, to assist in answering questions from Settlement Class Members. The toll-free number shall provide a voice response unit with message and interactive voice response (“IVR”)



capabilities, in both English and Spanish. Any scripts, FAQs or other materials for such purpose shall be made available for review and approval by Defendant's Counsel and Class Counsel prior to their use.

viii. Inquiries from the Settlement Class. The Settlement Administrator will establish an email account and P.O. Box to which Settlement Class Members may submit questions regarding the Settlement. The Settlement Administrator will monitor the email account and P.O. Box and respond promptly to inquiries received from Settlement Class Members. As provided above, the Settlement Administrator will also establish and maintain a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries and to answer the questions of Settlement Class Members who call with or otherwise communicate such inquiries.

ix. All costs associated with providing all forms of notice, responding to inquiries from Settlement Class Members referenced in this Section 6, and performing all other of the Settlement Administrator's duties under this Agreement shall be paid out of the Settlement Fund.

x. Prior to the Final Approval Hearing, Class Counsel and Defendant's Counsel shall cause to be filed with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to complying with the Court-approved Notice Program set forth in this Section 6.

## **7. SUBMISSION AND EVALUATION OF CLAIMS**

7.1 All claims must be submitted to the Settlement Administrator via the Claim Form, and must be submitted by the Claims Deadline, either electronically via the Settlement Website on or before the Claims Deadline or by U.S. Mail, postmarked on or before the Claims Deadline.

7.2 The Claim Form shall be substantially in the form attached as Exhibit 1 and shall require the person submitting the form to provide:

a. His or her full name, mailing address, email address, and contact telephone number if required for digital payment;

b. In the event the claimant is no longer an Illinois resident, the address he or she resided at in Illinois during the class period;

c. Information regarding at least one educational institution in which the Settlement Class Member enrolled in the GWFE product and the dates of matriculation in such institution;

d. An affirmation that the person is a member of the Settlement Class; and

e. A signature and affirmation of the truth of the contents of the Claim Form.

7.3 The Claim Form shall further state that: (a) each Settlement Class Member may submit only one Claim Form and receive compensation from Defendant for settlement of the Released Claims only once, (b) submitting false information will render a Claim Form invalid, and (c) each Settlement Class Member who timely submits a valid Claim Form will be entitled to receive a *pro rata* share of the Net Settlement Fund as set forth in Section 3.3.a above.

7.4 Every Claim Form that is timely submitted as required by Section 7.1 and that is fully completed with the information required by Section 7.2 shall be considered a valid Claim Form, but shall remain subject to the approval and verification procedures set forth in Section 5.2. Any Claim Form that lacks the requisite information shall be deemed to be incomplete and ineligible for payment. Any Claim Form that includes false information shall be deemed to be ineligible for payment. For any partially-completed Claim Form, the Settlement Administrator shall attempt to contact the Settlement Class Member who submitted the Claim Form at least once by e-mail or, if no email address is available, by regular U.S. mail (a) to inform the Settlement Class Member of any error(s) and/or omission(s) in the Claim Form and (b) to give the Settlement Class Member one opportunity to cure any errors and/or omissions in the Claim Form. The Settlement Class Member must cure the error(s) and/or omission(s) by the Claims Deadline, or thirty (30) Days after the Settlement Administrator sends the email or regular mail notice to the Settlement Class Member regarding the deficiencies in the Claim Form, whichever is later. If the Settlement Class Member cures the error(s) and/or omission(s) by the deadline set forth in this subsection, his or her Claim Form shall be considered a valid Claim Form.

7.5 Counsel for the Parties shall meet and confer in an effort to resolve any disputes over any challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld.

7.6 The Settlement Administrator shall notify the Parties that all Approved Claims have been paid within five (5) Business Days of the last such payment.

## **8. OPT-OUT RIGHTS**

8.1 Except for those persons who properly request exclusion as described below, all members of the Class will be deemed Settlement Class Members for all purposes under this Agreement. Any person who properly requests exclusion shall not be entitled to relief or other benefits under this Agreement, shall not be entitled to object to any aspect of this Agreement, and shall not be affected by this Agreement.

8.2 A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a postmarked request sent via postal mail, or submitted electronically via the Settlement Website, or by submitting a request to an email address established by the Administrator for the purpose of receiving exclusion requests, on or before the Objection and Exclusion Deadline. In order to exercise the right to be excluded via postal mail, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and a handwritten signature. A request to be excluded that is sent to an email address other than that designated in the Class Notice, or that is not electronically submitted or postmarked as required herein and within

the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved. The request for exclusion must be personally signed only by the person requesting exclusion (except for requests for exclusion by Settlement Class Members under the age of eighteen (18), which may be submitted and signed by the person's parent or legal guardian so long as the request for exclusion indicates that the request is being made by such Settlement Class Member's parent or legal guardian).

8.3 Settlement Class Members must submit their requests for exclusion individually. So-called "mass" or "class" exclusions or opt outs, whether filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where no personal statement has been signed by each and every individual Settlement Class Member, shall not be allowed.

8.4 Settlement Class Members who submit a timely request for exclusion or opt out may not file an objection to the Settlement (except where such person files a valid and timely Claim Form after previously having submitted a timely request for exclusion, in which case the valid timely filed Claim Form shall control) and shall be deemed to have waived any rights or benefits under this Settlement.

8.5 Settlement Class Members who submit a valid and timely Claim Form, but either simultaneously or subsequently also submit a valid and timely request for exclusion or opt out, will be deemed to have opted out of the Settlement and their Claim will be void and invalid.

8.6 The Parties shall have the right to challenge the timeliness and validity of any exclusion request. Class Counsel shall also have the right to effectuate the withdrawal of any exclusion filed in error and any exclusion that a person wishes to withdraw for purposes of participating in the Settlement as set forth in this Agreement. A list reflecting all individuals who timely and validly exclude themselves from the Settlement Class shall be filed with the Court at the time of the motion for final approval of the Settlement, and the Court shall determine whether any contested exclusion request is valid.

8.7 Within seven (7) Days after the Objection and Exclusion Deadline, the Settlement Administrator shall provide to the Parties (a) a list of all persons who opted out by validly requesting exclusion and (b) each written request for exclusion, including both valid and invalid requests.

## **9. OBJECTIONS TO THE SETTLEMENT**

9.1 The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to this Agreement and its terms. The Notices shall specify that any objection to this Agreement, and any papers submitted in support of said objection, shall be valid and entertained by the Court at the Final Approval Hearing only if, on or before the Objection and Exclusion Deadline, the person making an objection: (a) files his/her objection with the Clerk of Court; (b) files copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (c) sends copies of such papers via United States mail, hand

delivery, or overnight delivery to Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.

9.2 Any Settlement Class Member who intends to object to the Settlement must include in any such objection: (a) his/her full name, address and current telephone number; (b) the case name and number of the Action; (c) proof that he/she is in the Settlement Class; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; and (e) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel in addition to the information set forth in (a) through (e) above. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must so state in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

9.3 Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing in compliance with the provisions set forth herein and pursuant to this Agreement shall not be permitted to object to the approval of this Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means.

9.4 Settlement Class Members cannot both object to and exclude themselves from this Agreement. Any Settlement Class Member who attempts to both object to and exclude themselves from this Agreement will be deemed to have excluded themselves (except if the Settlement Class Member, after having filed a request for exclusion, submits a valid Claim Form or otherwise revokes his or her request for exclusion prior to filing the purported objection) and will forfeit the right to object to this Agreement or any of its terms. Settlement Class Members who submit a valid and timely Objection and/or Claim Form, but also submit a valid and timely request for exclusion or opt out, will be deemed to have opted out of the Settlement and their Objection and/or Claim will be void and invalid.

## **10. EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT**

10.1 This Agreement shall be the sole and exclusive remedy for every Class Member with respect to any and all Released Claims. Upon entry of the Final Order and Judgment, each member of the Settlement Class, except for those who opted-out, shall be barred from initiating, asserting, or prosecuting any claim that is released by operation of this Agreement and the Final Order and Judgment. In the event any member of the Settlement Class attempts to prosecute an action in contravention of the Final Order and Judgment and this Agreement, counsel for any of the Parties may forward this Agreement and the Final Order and Judgment to such Class Member and advise him, her, or it of the releases provided pursuant to this Agreement. If so requested by Defendant or Defendant's Counsel, Class Counsel shall provide this information to the Settlement Class Member.

10.2 Upon the Effective Date, the Action (the dismissal of which is addressed in Sections 13.1 and 13.2.d) shall be dismissed with prejudice. Releasing Parties may not commence or prosecute any action on any Released Claims against any Released Party upon or after the Effective Date.

## **11. RELEASES**

11.1 The obligations incurred pursuant to this Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

11.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

11.3 Upon the Effective Date, the Releasing Parties covenant and agree that they, and each of them, will forever refrain from asserting, instituting, maintaining, prosecuting, continuing to maintain or prosecute, or threatening or attempting to assert, institute, maintain, or prosecute the Released Claims, in whole or in part, against the Released Parties.

## **12. SERVICE PAYMENTS AND CLASS COUNSEL'S ATTORNEYS' FEES, COSTS AND EXPENSES**

12.1 In recognition of the time and effort the named Plaintiffs expended in pursuing the claims resulting in this Settlement and fulfilling their obligations and responsibilities as Settlement Class Representatives, and of the benefits conferred on all Settlement Class Members by the Settlement, Class Counsel may ask the Court for the payment of a Service Payment of no more than Five Thousand United States Dollars and Zero Cents (\$5,000.00) per Class Representative, to be paid from the Settlement Fund to each of them. Google shall not oppose or appeal any such application that does not exceed Five Thousand United States Dollars and Zero Cents (\$5,000.00) for each Class Representative. Class Counsel may apply for such an application on or before fourteen (14) Days prior to the Objection and Exclusion Deadline. If the Court awards the Service Payment, the Settlement Administrator shall deliver to Class Counsel checks, each in the amount of the Service Payments, made payable to each of the Class Representatives who has been awarded a Service Payment, within fifteen (15) Days after (a) the date a completed W-9 form for each Class Representative is provided to the Settlement Administrator, or (b) the Effective Date, whichever is later.

12.2 Class Counsel may apply for and request a Fee and Expense Award. Class Counsel's request for attorneys' fees in the application for the Fee and Expense Award will not exceed forty percent (40%) of the Settlement Fund or Three Million Five Hundred Thousand United States Dollars and Zero Cents (\$3,500,000.00), plus reasonable costs and expenses incurred by Class Counsel, to be paid by the Settlement Administrator from the Settlement Fund in accordance with the terms set forth herein. Class Counsel shall file their application for the Fee and Expense Award on or before fourteen (14) Days prior to the Objection and Exclusion Deadline. The Fee and Expense Award, to the extent awarded by the Court, shall be paid subject to the terms

and conditions of this Section 12. Defendant shall not oppose, object to, or appeal any such fee, cost and expense application, or on any order based thereon, so long as the attorneys' fee portion of the application for the Fee and Expense Award does not exceed Three Million Five Hundred Thousand United States Dollars and Zero Cents (\$3,500,000.00).

12.3 The respective share of each Class Counsel law firm of the Fee and Expense Award shall be paid, upon the joint approval of Class Counsel, by the Settlement Administrator within three (3) Business Days after the earlier of: (a) the Effective Date; or (b) the first date on which all of the following conditions have occurred: (i) the entry of the Court's order so awarding the Fee and Expense Award, notwithstanding any appeal, (ii) service by that Class Counsel law firm (on Defendant's Counsel, the other Class Counsel, and the Settlement Administrator) of the respective Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking"), attached hereto as Exhibits 10-1 to 10-4, fully executed by each respective Class Counsel law firm and two principals listed on the respective Undertaking (i.e., the separate Undertaking for each of Ahdoot & Wolfson, PC; Carey Rodriguez, LLP; Bursor & Fisher, P.A.; and Hedin Hall, LLP as set forth in Exhibits 10-1 to 10-4), and (iii) the submission of joint payment instructions to the Settlement Administrator executed by all Class Counsel.

12.4 In the event (a) the Final Order and Judgment (or the order awarding the Fee and Expense Award) is reversed, vacated, modified, and/or remanded for further proceedings or otherwise disposed of in any manner other than one resulting in an affirmance, (b) Class Counsel have served a fully executed Undertaking to Defendant, and (c) the Settlement Administrator has paid Class Counsel the Fee and Expense Award from the Settlement Fund, then Class Counsel (or, as applicable, any and all successor(s) or assigns of their respective firms) shall, within ten (10) Business Days of such event, (i) severally repay to the Settlement Fund, the respective amount of the Fee and Expense Award paid to each of them, or (ii) repay to the Settlement Fund each of their proportional shares of the amount by which the Fee and Expense Award has been reduced.

12.5 Class Counsel expressly disclaim any and all rights to collect attorneys' fees and expenses from any person in excess of the amount awarded by the Court, as provided in Section 12.2 above, and agree, upon demand, to execute a release of any person's obligation to pay such sums. Class Counsel is responsible for distributing any award of attorneys' fees and expenses among themselves and any other attorney or law firm that has appeared on behalf of any Plaintiff in the H.K. State Action and the H.K. Federal Action (collectively, "Plaintiffs' Counsel"). Google shall not be liable for any claims ensuing from the division of the Fee and Expense Award among Class Counsel and/or Plaintiffs' Counsel.

12.6 Class Counsel shall have the sole and absolute discretion to allocate any Fee and Expense Award among themselves and/or with Plaintiffs' Counsel. Defendant shall have no liability or other responsibility for allocation of any such Fee and Expense Award, and, in the event that any dispute arises relating to the allocation of fees or expenses, Class Counsel agree to hold Defendant harmless from any and all such liabilities, costs, and expenses of such dispute.

12.7 The Parties negotiated the attorneys' fees to be sought by Class Counsel only after reaching an agreement upon the relief provided herein to the Settlement Class.

12.8 The Settlement is not conditioned upon the Court's approval of the fees or expenses sought by Class Counsel or the Service Payments sought by the Class Representatives.

### **13. FINAL ORDER AND JUDGMENT**

13.1 The Parties shall jointly seek entry of Final Order and Judgment that is substantially in the form attached hereto as Exhibit 2. The dismissal orders, motions or stipulation to implement this Section shall, among other things, provide for a dismissal with prejudice and waiver of any rights of appeal.

13.2 The Final Order and Judgment shall, among other things:

a. Approve this Agreement and the proposed Settlement as fair, reasonable and adequate as to, and in the best interests of, the Class Members; direct the Parties and their counsel to implement and consummate this Agreement according to its terms and provisions; and declare this Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and the Releasing Parties with respect to the Released Claims;

b. Find that the Notice implemented pursuant to this Agreement: (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to the Settlement or exclude themselves from the Class, and to appear at the Final Approval Hearing; and (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice;

c. Find that the Class Representatives and Class Counsel adequately represent the Class for purposes of entering into and implementing this Agreement;

d. Dismiss the Action (including all individual claims and Class claims presented thereby) with prejudice, without fees or costs to any party except as provided in this Agreement;

e. Incorporate the Releases set forth above, make the Releases effective as of the Effective Date, and forever discharge the Released Parties from the Released Claims as set forth herein;

f. Permanently bar and enjoin all Class Members who have not properly sought exclusion from the Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims or the Prospective Relief set forth in Section 3.1;

g. Without affecting the finality of the Final Order and Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Agreement and the Final Order and Judgment, and for any other necessary purpose; and

h. Find that pursuant to 735 ILCS 5/2-1301, there is no just reason for the delay of entry of final judgment with respect to the foregoing.

#### **14. MODIFICATION OR TERMINATION OF THIS AGREEMENT**

14.1 The performance of this Agreement is expressly contingent upon entry of the Final Order and Judgment. If the Court substantially denies the relief requested in the motion for Final Approval or does not issue the Final Order and Judgment materially in the same form as set forth in Exhibit 2 of this Agreement following conclusion of the Final Approval Hearing, the Agreement will be terminated, having no force or effect whatsoever, and shall be null and void and will not be admissible as evidence for any purpose in any pending or future litigation in any jurisdiction.

14.2 In the event that the number of persons who timely and validly request exclusion from the Settlement in accordance with Section 8 herein (“Opt-Outs”) exceeds six thousand (6,000), then Defendant may elect to terminate this Agreement on the ground that exclusion at that level threatens to frustrate the essential purpose of this Agreement. Defendant may exercise its right to terminate this Agreement under this subsection by providing written notification to Class Counsel of its election no later than five (5) Business Days after the Settlement Administrator has delivered to the Parties a written list of all persons who have opted out of the Settlement in accordance with Section 8.7 above. Neither Defendant, all of the Released Parties, nor anyone acting on their behalf, shall, either directly or indirectly, solicit, request, encourage, or induce any Settlement Class Member to request exclusion from or opt out of the Settlement Agreement.

14.3 The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Final Order and Judgment, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court’s Final Order and Judgment and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

14.4 Terms and Intent of Agreement. This Agreement is entered into only for purposes of settlement. In the event that the Court enters an order preliminarily or finally approving the Settlement in a manner that is materially inconsistent with the terms and intent of this Agreement, the Parties shall meet and confer in good faith regarding any modifications made to the proposed order. If, after meeting and conferring in good faith, either Defendant or Plaintiffs determine that the modifications materially alter the terms and intent of this Agreement, including but not limited to, because the modifications may materially increase Defendant’s liability or any of the material obligations set forth in this Agreement, decrease the benefits to the Settlement Class, or reduce or expand the scope of the releases of the Settlement Class, or if the Court refuses to grant Final Approval of this Agreement or the Effective Date does not come to pass, then either Party shall have the option to terminate this Agreement. Each Party reserves the right to prosecute or defend the Action in the event that this Agreement is terminated or otherwise does not become final and binding.



14.5 In the event any court makes a material modification to the terms or conditions of this Agreement (other than those pertaining to the Fee and Expense Award and/or Service Payments), including any such modification that would materially affect the benefits provided to the Settlement Class, or the cost to or burden on Defendant, the content or extent of notices required to Class Members, or the scope of any of the releases in this Agreement, then either Party in its sole discretion may declare this Agreement null and void (with the exception of Sections 3.2.f to 3.2.j, 6.2, 6.3.b.ix, 14.1, 14.4 to 14.8, 15.7 to 15.8, 15.10, and 15.17 herein) within ten (10) Business Days from the occurrence of any such material modification.

14.6 In the event that a party exercises his/her/its option to withdraw from, rescind, revoke, and/or terminate this Agreement pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Sections 3.2.f to 3.2.j, 6.2, 6.3.b.ix, 14.1, 14.4 to 14.8, 15.7 to 15.8, 15.10, and 15.17 herein) and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except on a limited basis as necessary to explain the timing of the procedural history of the H.K. Federal Action and H.K. State Action), and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

14.7 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any Administration Expenses, Taxes, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs and Defendant's future payment obligations, if any, shall cease.

14.8 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, then Defendant shall have no further obligations to pay the Settlement Fund and shall be responsible for only the Administration Expenses and Taxes actually incurred as of such date, which will be paid out of the Escrow Account, and for which Plaintiffs and Class Counsel are not liable.

## **15. MISCELLANEOUS PROVISIONS**

15.1 This Agreement, including all attached exhibits, shall constitute the entire Agreement between the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreements and understandings between the Parties. No representations, warranties or inducements have been made to any party concerning this Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

15.2 This Agreement may not be changed, modified or amended except in writing and signed by both Class Counsel and Defendant's Counsel, subject to Court approval if required.

15.3 The Parties may (but are not obligated to) jointly agree in writing, subject to approval of the Court where required, to reasonable extensions of time to carry out the provisions of this Agreement.

15.4 Each Party represents and warrants that it enters into this Agreement of his, her, or its own free will. Each Party is relying solely on its own judgment and knowledge and is not relying on any statement or representation made by any other Party or any other Party's agents or attorneys concerning the subject matter, basis, or effect of this Agreement.

15.5 This Agreement has been negotiated at arm's length by Class Counsel and Defendant's Counsel. In the event of any dispute arising out of this Agreement or in any proceeding to enforce any of the terms of this Agreement, no Party shall be deemed to be the drafter of this Agreement or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis of that Party's identity as the drafter of any part of this Agreement.

15.6 The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

15.7 Whether or not the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the Settlement Amount or the Fee and Expense Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Order and Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release,

good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

d. is, may be deemed, or shall be construed against Plaintiffs, the Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

e. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

15.8 The Parties agree to cooperate fully and to take all additional action that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. The Parties (including their counsel, successors, and assigns) agree to cooperate fully and in good faith with one another and to use their best efforts to effectuate the Settlement, including without limitation in seeking preliminary and final Court approval of this Agreement and the Settlement embodied herein, carrying out the terms of this Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement. In the event that the Court fails to approve the Settlement or fails to issue the Final Order and Final Judgment, the Parties agree to use all reasonable efforts, consistent with this Settlement Agreement, to cure any defect identified by the Court.

15.9 This Agreement shall be binding upon and inure to the benefit of all Settlement Class Members, Defendant, and their respective representatives, heirs, successors and assigns.

15.10 The headings of the sections of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

15.11 This Agreement will be construed in accordance with the laws of the state of Illinois without reference to the conflicts of laws provisions thereof.

15.12 If any provision, paragraph, section, subsection, or other portion of this Agreement is found to be void (except for Sections 2, 3, 6, 8, 9, 11, 13, and 14.2), all of the remaining provisions of this Agreement shall remain in full force and effect.

15.13 The Parties each represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand covered by this Agreement.

15.14 The signatories to this Agreement represent that they have been duly authorized to execute this Agreement on behalf of the Parties they purport to represent.

15.15 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

15.16 This Agreement may be executed by the Parties in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15.17 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.


**[Remainder of Page Intentionally Left Blank]**

**[signature pages follow]**

**IT IS SO AGREED TO BY THE PARTIES:**


Dated: 06/13/24

**H.K.**

By:   
Clinton Farwell, father and legal guardian of H.K.,  
individually and as representative of the Class

Dated: 06/13/24

**J.C.**

By:   
Clinton Farwell, father and legal guardian of J.C.,  
individually and as representative of the Class

Dated: \_\_\_\_\_

**M.W.**

By: \_\_\_\_\_  
Elizabeth Whitehead, mother and legal guardian of  
M.W., individually and as representative of the  
Class

Dated: \_\_\_\_\_

**GOOGLE LLC**

By: \_\_\_\_\_  
Name:  
Title:  
Google LLC

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: \_\_\_\_\_

**H.K.**

By: \_\_\_\_\_  
Clinton Farwell, father and legal guardian of H.K.,  
individually and as representative of the Class


Dated: \_\_\_\_\_

**J.C.**

By: \_\_\_\_\_  
Clinton Farwell, father and legal guardian of J.C.,  
individually and as representative of the Class

Dated: 06/13/24

**M.W.**

By:  \_\_\_\_\_  
Elizabeth Whitehead (Jun 13, 2024 10:30 CDT)  
Elizabeth Whitehead, mother and legal guardian of  
M.W., individually and as representative of the  
Class

Dated: \_\_\_\_\_

**GOOGLE LLC**

By: \_\_\_\_\_  
Name:  
Title:  
Google LLC

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: \_\_\_\_\_

**H.K.**

By: \_\_\_\_\_  
Clinton Farwell, father and legal guardian of H.K.,  
individually and as representative of the Class

Dated: \_\_\_\_\_

**J.C.**

By: \_\_\_\_\_  
Clinton Farwell, father and legal guardian of J.C.,  
individually and as representative of the Class

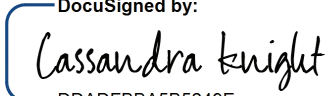
Dated: \_\_\_\_\_

**M.W.**

By: \_\_\_\_\_  
Elizabeth Whitehead, mother and legal guardian of  
M.W., individually and as representative of the  
Class

Dated: 6/13/2024


**GOOGLE LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Cassandra Knight  
Vice President, Legal  
Google LLC

**IT IS SO STIPULATED BY COUNSEL:**

Dated: 6-14-24

**AHDOOT & WOLFSON, PC**

By: 

Robert Ahdoot  
rahdoot@ahdootwolfson.com  
Tina Wolfson  
twolfson@ahdootwolfson.com  
Theodore Maya  
tmaya@ahdootwolfson.com  
AHDOOT & WOLFSON, PC  
2600 West Olive Avenue, Suite 500  
Burbank, California 91505  
Tel: (310) 474-9111  
Fax: (310) 474-8585

Dated: \_\_\_\_\_

**CAREY RODRIGUEZ, LLP**

By: \_\_\_\_\_  
John C. Carey  
jcarey@careyrodriquez.com  
CAREY RODRIGUEZ, LLP  
1395 Brickell Avenue, Suite 700  
Miami, Florida 33131  
Tel: (305) 372-7474  
Fax: (305) 372-7475

Dated: \_\_\_\_\_

**BURSOR & FISHER, P.A.**

By: \_\_\_\_\_  
Scott A. Bursor  
scott@bursor.com  
BURSOR & FISHER, P.A.  
701 Brickell Avenue  
Miami, Florida 33131  
Tel: (305) 330-5512  
Fax: (212) 989-9163



**IT IS SO STIPULATED BY COUNSEL:**

Dated: \_\_\_\_\_

**AHDOOT & WOLFSON, PC**

By: \_\_\_\_\_

Robert Ahdoot  
rahdoot@ahdootwolfson.com  
Tina Wolfson  
twolfson@ahdootwolfson.com  
Theodore Maya  
tmaya@ahdootwolfson.com  
AHDOOT & WOLFSON, PC  
2600 West Olive Avenue, Suite 500  
Burbank, California 91505  
Tel: (310) 474-9111  
Fax: (310) 474-8585

Dated: June 14, 2024

**CAREY RODRIGUEZ, LLP**

By: \_\_\_\_\_

John C. Carey  
jcarey@careyrodriquez.com  
CAREY RODRIGUEZ, LLP  
1395 Brickell Avenue, Suite 700  
Miami, Florida 33131  
Tel: (305) 372-7474  
Fax: (305) 372-7475

Dated: June 14, 2024


**BURSOR & FISHER, P.A.**

By: \_\_\_\_\_

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Dated: June 17, 2024

**HEDIN HALL LLP**

By:   
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fhedin@hedinhall.com  
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Tel: (305) 357-2107  
Fax: (305) 200-8801

*Attorneys for the Class Representatives and the  
Settlement Class*

Dated: \_\_\_\_\_

**PERKINS COIE LLP**

By: \_\_\_\_\_  
Nicola C. Menaldo  
NMenaldo@perkinscoie.com  
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Tel: (415) 344-7000  
Fax: (415) 344-7050

*Attorneys for Google LLC*

Dated: \_\_\_\_\_


**HEDIN HALL LLP**

By: \_\_\_\_\_  
Frank S. Hedin  
fhedin@hedinhall.com  
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1395 Brickell Avenue, Suite 1140  
Miami, Florida 33131  
Tel: (305) 357-2107  
Fax: (305) 200-8801

*Attorneys for the Class Representatives and the  
Settlement Class*

Dated: June 14, 2024

**PERKINS COIE LLP**

By:  \_\_\_\_\_  
Nicola C. Menaldo  
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Tel: (415) 344-7000  
Fax: (415) 344-7050

*Attorneys for Google LLC*

# **Exhibit 1**

## GOOGLE EDUCATION BIPA CLASS ACTION SETTLEMENT

*H.K. et al. v. Google LLC*, Case No. CC 20LL00017

Circuit Court of McDonough County, Illinois

### **CLAIM FORM**

**TO RECEIVE A PAYMENT FROM THIS SETTLEMENT,  
YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT  
BY [CLAIMS DEADLINE].**

\*This Settlement is open only to certain eligible Illinois residents who, while they were enrolled in a school in the State of Illinois, at any time between March 26, 2015 and [Date of Preliminary Approval], had a voice model or face model created or had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education (together, “GWFE”) account.

**IMPORTANT NOTE: You must fully complete and submit this Claim Form by [CLAIMS DEADLINE] to receive payment.** To complete this Claim Form, truthfully provide the requested information in Steps 1 and 2; select a payment method in Step 3; sign the certification in Step 4; and submit the Claim Form using one of the methods stated in Step 5 (you can submit this Claim Form online at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or by U.S. Mail). **This Claim Form must be completed by an adult of 18 years or older. Parents or guardians may submit claims on behalf of minors.**

**Each Class Member is entitled to submit only one claim. Duplicate claims will be rejected.** If you (if you are now an adult) or your parent or guardian (if you are a minor) timely submit a valid Claim Form, you will be entitled to receive a payment representing a *pro rata* share of the Net Settlement Fund (the actual cash amount an individual will receive will depend on the number of valid claims submitted) as set forth in Section 3.3.a of the Settlement Agreement available at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com).

*It is important that all of the information you provide in this Claim Form is true, accurate, and complete.* You may be required to provide documentation to the Settlement Administrator supporting the answers you have provided. Submitting false information will render your Claim Form invalid. Please note that all information provided on the Claim Form will not be used for any purpose other than for this Settlement.

## STEP 1 – CLAIMANT INFORMATION

--	--

Class Member's Last Name

--	--	--	--	--	--	--	--	--

Parent/Guardian Last Name (for minors)

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)

--	--	--

Zip Code

Contact Telephone Number

Contact Email Address

## STEP 2 – CLASS MEMBER DETAILS

- (a) You were an Illinois resident;
- (b) You were enrolled in a school in Illinois; and
- (c) You had a voice model or face model created or had the Voice Match or Face Match feature enabled in your GWFE account.

A. *If you are no longer an Illinois resident, please provide the address where you resided in Illinois during the class period (between March 26, 2015 and [Date of Preliminary Approval]):*

[illegible][illegible]

--	--

--	--	--	--	--

***B. In the spaces below, please provide the requested information regarding at least one educational institution in which you enrolled and used GWFE during the class period (between March 26, 2015 and [Date of Preliminary Approval]):***

[illegible][illegible]

		/		/			
--	--	---	--	---	--	--	--

--	--

 / 

--	--

 / 

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[illegible]

**Note:** Please note that the Settlement Administrator may request that you provide additional documentation in order to verify your Claim. Such documentation could include: proof of identity documentation (such as government-issued identification documents, utility bills, etc.) or proof of enrollment documentation (such as a student identification card, a transcript or course list showing the courses you enrolled in, etc.)

## STEP 3 – SELECT PAYMENT METHOD

**Select the appropriate box indicating how you would like to receive your payment and provide the requested information:**

[illegible]

Venmo Account Email Address or Phone Number

 **Zelle**

[illegible]

Zelle Account Email Address or Phone Number

[illegible]

PayPal Account Email Address or Phone Number

[illegible]

Current Email Address

☐ **Check:** If you prefer to receive your payment *via* check, please provide your mailing address below (if different from the address provided in Step 1).

[illegible]

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)

[illegible]

City

--	--

State

--	--	--	--	--

Zip Code

## STEP 4 – CERTIFICATION AND SIGNATURE

**I \_\_\_\_\_, affirm that:**

(Full Name)

***I am an adult of 18 years or older and a member of the Settlement Class or am the parent/guardian of a member of the Settlement Class. I further affirm that the information I have provided in this Claim Form is true and correct, and that this is the only Claim Form that I have submitted and/or will submit in connection with this Settlement. I also understand, acknowledge and agree that I am eligible***



*to submit only one Claim Form as part of this settlement. I understand that this Claim Form will be reviewed for authenticity and completeness.*

\_\_\_\_\_  
**Signature of Claimant**  
**(or Parent/Legal Guardian of    minor Claimant)**

\_\_\_\_\_  
**Date**

#### **STEP 5 – METHODS OF SUBMISSION**

*Please submit the completed Claim Form through one of the following methods:*

1. Online by visiting [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) and completing an online Claim Form no later than **[CLAIMS DEADLINE]**;

OR

2. By mailing via U.S. Mail a completed and signed Claim Form to the Settlement Administrator, postmarked no later than **Month Day, Year**, and addressed to:

*H.K. et al. v. Google LLC,*

Case No. CC 20LL00017

P.O. Box \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

# **Exhibit 2**

**CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT  
COUNTY OF MCDONOUGH, STATE OF ILLINOIS**

H.K. and J.C., through their father and legal guardian CLINTON FARWELL, and M.W., through her mother and legal guardian ELIZABETH WHITEHEAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2020LL00017

Judge: Hon. Heidi A. Benson

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT,  
AWARDING ATTORNEYS' FEES AND SERVICE PAYMENTS  
AND ENTERING FINAL JUDGMENT**

This matter coming before the Court on \_\_\_\_\_, 2024, on the Motion for Entry of Final Judgment and Final Approval of Settlement (the "Motion"), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiffs H.K. and J.C., minor children, by and through their father and legal guardian Clinton Farwell, and M.W., a minor child, by and through her mother and legal guardian Elizabeth Whitehead ("Plaintiffs"), individually and on behalf of the Settlement Class<sup>1</sup>, by and through Class Counsel, and Defendant Google LLC ("Defendant" or "Google"), including all exhibits and attachments to the Motion, the Settlement Agreement, and the Motion for Attorneys' Fees and

---

<sup>1</sup> Capitalized terms used in this Order that are not otherwise defined herein have the meaning assigned to them in the Settlement Agreement.

Expenses and for Service Payments, and having conducted the Final Approval Hearing, and being cognizant of all other prior proceedings in this Action,

**IT IS HEREBY ORDERED** as follows:

1. This Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all parties thereto, including the Class.

2. Pursuant to 735 ILCS 5/2-806, the Court grants final approval of the Settlement Agreement and finds that the Settlement is fair to the Class and was the result of arms' length negotiations between the Class, through Class Counsel, and Defendant's Counsel. The Court concludes that the Settlement Agreement is fair, reasonable, and adequate and in the best interest of the Settlement Class.

**FINAL CERTIFICATION OF SETTLEMENT CLASS**

3. Pursuant to Illinois Code of Civil Procedure 735 ILCS 5/2-801, the Court hereby certifies the following Settlement Class:

All Illinois residents who, while they were enrolled in a school in the State of Illinois, at any time between March 26, 2015 and the date of Preliminary Approval, had a voice model or face model created or had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education (together, "GWFE") account. Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Action and members of their families; (b) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (c) Class Counsel; and (d) the legal representatives, successors or assigns of any such excluded persons.

4. The Court finds that the Settlement Class satisfies the requirements of the Illinois Code of Civil Procedure 735 ILCS 5/2-801: the Settlement Class is sufficiently numerous; there are questions of law or fact common to the Settlement Class; Plaintiffs' claims are typical of those

of Settlement Class Members; and Plaintiffs and their counsel have and will continue to fairly and adequately protect the interests of the Settlement Class.

5. The Court hereby appoints H.K. and J.C., minor children, by and through their father and legal guardian Clinton Farwell, and M.W., a minor child, by and through her mother and legal guardian Elizabeth Whitehead, as the representatives of the Class, and appoints Robert Ahdoot and Theodore W. Maya of Ahdoot & Wolfson, PC, John C. Carey of Carey Rodriguez, LLP, Scott Bursor of Bursor & Fisher, P.A., and Frank S. Hedin of Hedin Hall LLP as Class Counsel.

### **NOTICE AND ADMINISTRATION**

6. Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

7. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under

the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

### **EXCLUSIONS AND OBJECTIONS**

8. The Settlement Administrator has certified, and the Court hereby finds, that no timely or otherwise valid objections to the Settlement Agreement or to Plaintiffs' Motion for Attorneys' Fees and Expenses and for Service Payments were submitted. Furthermore, the Settlement Administrator has certified, and this Court hereby finds, that \_\_\_\_\_ valid or timely exclusions were submitted. All persons who have not made their objections to the Settlement in the time-period and manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

### **FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

9. The Court finds that the Action satisfies the applicable prerequisites for class action treatment under the Illinois Code of Civil Procedure, 735 ILCS 5/2-801. The Court finds that the settlement of the Action, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the Class Members, especially in light of the benefits to the Class Members, the relative strength of Plaintiffs' claims, the defenses raised by the Defendant, the complexity, expense and probable duration of further litigation, the risk and delay inherent in possible appeals, and the risk of collecting any judgment obtained on behalf of the Class. In the Preliminary Approval Order, the Court found that the Settlement Agreement appeared to be fair, reasonable, and adequate and fell within the appropriate range of possible approval. Essentially, the Settlement provides for each member of the Settlement Class, as that term is defined in the Settlement Agreement, to receive from the Defendant benefits described in the Settlement Agreement. The Settlement Agreement

provides these benefits to the Settlement Class even though the Defendant has at all times disputed, and continue to dispute, Plaintiffs' allegations in this lawsuit, including that it captures or collects biometric identifiers or biometric information, and denies any liability for any of the claims that have been or could have been alleged by Plaintiffs or other members of the Settlement Class.

#### **CLASS COUNSEL'S FEES AND EXPENSES AND SERVICE PAYMENTS**

10. The Court hereby awards a Service Payment of \$5,000.00 each to Plaintiffs H.K. and J.C., through their father and legal Guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead in compensation for the time, effort, and risk they undertook as representatives of the Class. These awards shall be paid within the time period and manner as set forth in the Settlement Agreement.

11. The Court hereby grants Plaintiffs' Motion for Attorneys' Fees and Expenses and for Payments. Class Counsel is hereby awarded \$\_\_\_\_\_ in reasonable attorneys' fees, and \$\_\_\_\_\_ in reasonable costs incurred in litigating this Action, in the manner specified in the Settlement Agreement. Class Counsel's Fees and Expenses shall be paid within the time period and manner as set forth in the Settlement Agreement.

#### **RELEASE OF CLAIMS**

12. This Final Judgment hereby incorporates and gives full effect to the Release set forth in the Settlement Agreement. By virtue of this Final Judgment, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Settlement Agreement shall, by operation of this Final Judgment, have fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties, and each of them, as set forth in Sections 1.32 and 1.33 of the Settlement Agreement. Furthermore, all Class

Members who did not validly and timely submit exclusions in the manner provided in the Settlement Agreement are hereby permanently barred and enjoined from (1) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims or the Prospective Relief set forth in Section 3.1 of the Settlement Agreement, or conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action and/or as a result of or in addition to those provided by the Settlement Agreement; and (2) organizing Settlement Class Members who have or have not excluded themselves from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency. Any Person who knowingly violates such injunction shall pay the attorneys' fees and costs incurred by Defendant and/or any other Released Persons and Class Counsel as a result of the violation.



### **AMENDMENTS AND MODIFICATIONS**

13. Class Counsel and Defendant are hereby authorized, without further approval from the Court, to agree to and adopt such amendments and modifications of the Settlement and its implementing documents (including all Exhibits to the Settlement Agreement) that they deem appropriate, provided that such amendments or modifications (1) shall be consistent in all material respects with this Final Judgment, and (2) do not limit the rights of Settlement Class Members.

### **PRECLUSIVE EFFECT**

14. The Settlement Agreement and this Final Judgment are binding on and shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of Plaintiffs and the Settlement Class Members, and their respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

### **INCORPORATION OF SETTLEMENT AGREEMENT INTO FINAL JUDGMENT**

15. The provisions of the Settlement Agreement and the relief provided to the Settlement Class therein are hereby fully incorporated into this Final Judgment.

### **ENTRY OF FINAL JUDGMENT**

16. Finding that there is no just reason for delay, the Court orders that this Order for Final Approval of Class Action Settlement, Awarding Attorneys' Fees and Expenses, Service Payments and Entry of Final Judgment shall constitute a final judgment. The Clerk of the Court is directed to enter this Order on the docket forthwith. The above-captioned action is hereby

dismissed in its entirety *with prejudice*. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement Agreement, including enforcement and administration of the Settlement Agreement and this Final Judgment.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

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CIRCUIT COURT JUDGE

# **Exhibit 3**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*H.K. et al. v. Google LLC*, Case No. CC 20LL00017  
Circuit Court of McDonough County, Illinois

**If, At Any Time Between March 26, 2015 And [Date Of Preliminary Approval], You Had A “Google Workspace For Education” Or “G Suite For Education Account” While Enrolled In A School In The State Of Illinois, You May Be Entitled To Get A Payment From A Class Action Settlement.**

*An Illinois State Court has authorized this Notice. This is not a solicitation from a lawyer.  
Please read this Notice carefully and completely.*

### **THIS NOTICE OF A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A Settlement has been reached in a class action lawsuit against Google LLC (“Defendant” or “Google”), which alleges that Google violated Illinois law by collecting and storing biometric data of certain individuals who were enrolled in schools located in Illinois, through its Google Workspace for Education or G Suite for Education (together, “GWFE”) platform, without proper notice and consent.
- Google denies all allegations against it, denies that it collected, captured, or stored biometric data without proper notice and consent, denies that it violated Illinois law or any other law, denies that it bears any liability whatsoever, and denies that anyone has sustained any damages or injuries due to these allegations.
- The Court has not decided who is right or wrong. Instead, both sides have agreed to a Settlement to resolve the dispute without further litigation risk and expense. For more information, please visit [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call toll-free 1-888-888-8888.
- You are a Class Member and are affected by this Settlement if at any time between March 26, 2015 and [DATE OF PRELIMINARY APPROVAL], you, were a resident of Illinois and had a voice model or face model created or had the Voice Match or Face Match feature enabled in your GWFE account while enrolled in a school located in the State of Illinois.
- The \$8,750,000 Settlement Fund that Google has agreed to pay will be divided equally (i.e. *pro rata*), among all Class Members who file a valid claim, after Court-approved deductions from the Settlement Fund for taxes on interest accrued from the Settlement Fund, notice and settlement administration expenses, attorneys’ fees and expenses awarded by the Court, and Court-approved service payments to the Class Representatives.
- In order to receive a payment from the Settlement Fund you must submit a Claim as further described below. While Class Counsel estimate that the amount of each valid claim will be between approximately \$30 and \$100, the actual cash amount an individual will receive could be less than or greater than that estimated amount, and will depend on the final amount of the Court-approved deductions from the Settlement Fund and the total number of valid claims submitted by Class Members before the Claims Deadline of Month Day, Year.
- Your legal rights will be affected whether you act or do not act. Please read this entire Notice carefully.

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call 1-888-888-8888.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<p><b>SUBMIT A CLAIM FORM:</b></p> <p><b>DEADLINE:</b> <b>Month Day, Year</b></p>	<p>The only way to get a payment is by submitting a Claim. If you submit a Claim, you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims released by the Settlement, including the claims made in this case. You must submit a Claim by <b>[CLAIMS DEADLINE]</b>.</p> <p>You may submit a Claim through the Settlement Website (<a href="http://www.GoogleEducationBIPASettlement.com">www.GoogleEducationBIPASettlement.com</a>) or by downloading a Claim Form from the Settlement Website and submitting it via US Mail. You may also request that a Claim Form be mailed to you by calling <b>888-888-8888</b>.</p> <p>The Claim Form must be completed by an adult of 18 years or older. Parents or guardians may submit claims on behalf of minors. For more information see Question 10 below.</p>
<p><b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b></p> <p><b>DEADLINE:</b> <b>Month Day, Year</b></p>	<p>You may exclude yourself from (or “opt-out” of) the Settlement. If you do so, you will not receive any payment, but you will keep any rights to pursue your own lawsuit against Google or any of the Released Parties (described below) for the claims made in this case and released by this Settlement. Parents or guardians may opt-out on behalf of minors.</p> <p>To exclude yourself or your minor child, you must submit a request to be excluded by <b>[OPT-OUT DEADLINE]</b>. For more information see Question 17 below.</p>
<p><b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b></p> <p><b>DEADLINE:</b> <b>Month Day, Year</b></p>	<p>You may object to the Settlement by: (i) filing an objection with the Clerk of Court; (ii) filing all copies of papers in support of said objection that you propose to submit at the Final Approval Hearing with the Clerk of Court; and (iii) sending copies of such papers via United States mail, hand delivery, or overnight delivery to Class Counsel and Defendant’s Counsel. A copy of the objection must also be mailed to the Settlement Administrator. If you object to the Settlement and the Settlement is nonetheless approved, you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement. Parents or guardians may object on behalf of minors.</p> <p>If you choose to object, you must do so by <b>[OBJECTION DEADLINE]</b>. For more information see Question 20 below.</p>
<p><b>GO TO THE “FINAL APPROVAL” HEARING</b></p> <p><b>DATE:</b> <b>Month Day, Year</b></p>	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. This hearing may be held remotely via Zoom, in which case the link will be posted on the Settlement Website. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection and identify any witnesses you may call to testify at the Final Approval Hearing, as well as</p>

Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call **1-888-888-8888**.

This Settlement affects your legal rights even if you do nothing.

	all exhibits you intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. You are <u>not</u> required to attend the Final Approval Hearing. For more information see Question 22 below.
<b>DO NOTHING</b>	You will not receive a payment, and you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

**\*IMPORTANT NOTE:** The dates and deadlines may be changed without further notice, so please check the Settlement Website, [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com), or the Court's website or records to confirm that the dates have not been changed.

**SETTLEMENT ADMINISTRATOR TO INSERT TABLE OF CONTENTS PRIOR TO  
DISSEMINATION**

Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call **1-888-888-8888**.  
This Settlement affects your legal rights even if you do nothing.

## **BASIC INFORMATION**

### **1. Why did I get this Notice?**

The Court authorized this Notice because you have a right to know about the proposed Settlement of the claims against Google in this class action lawsuit, and about your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, the Settlement Administrator will make the payments that the Settlement allows. If the Court approves the Settlement, and after any appeals are resolved, you will be bound by the Judgment and terms of the Settlement, unless you timely exclude yourself from (or “opt out” of) the Settlement.

This Notice explains the Action, the Settlement, your legal rights and options, and the deadlines for you to exercise your rights. To obtain more information about the Settlement, and to access key documents including the Settlement Agreement (which defines certain capitalized terms used in this Notice and is available at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com)), see Question 26 below.

### **2. Why is this a class action?**

In a class action, one or more people called the “Class Representatives” sue on behalf of all other people who have similar claims. Together all of these other people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class, as explained in Question 17 below.

### **3. What is this lawsuit about?**

This class action case is called *H.K. et al. v. Google LLC*, Case No. CC 20LL00017, pending in the Circuit Court for the Ninth Judicial District, County of McDonough, State of Illinois (the case is referred to in this notice as the “Action”). The Honorable Heidi A. Benson of the Ninth Judicial Circuit Court of McDonough County, Illinois is presiding over the Action.

The people who filed this lawsuit are called the “Plaintiffs” or “Class Representatives” and the company they sued, Google LLC, is called the “Defendant.” The Class Representatives in the Action are H.K. and J.C., through their father and legal Guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead.

The Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), prohibits private companies from collecting or obtaining a person’s biometric identifiers and/or biometric information (collectively, “biometrics”), such as a scan of face geometry, without first providing such individual with certain written disclosures and obtaining written consent. BIPA also requires that private companies that possess biometrics develop a publicly available retention schedule.

The Plaintiffs claim that Google violated BIPA by obtaining, collecting, and storing the biometrics of Class Members through its GWFE platform, without the requisite informed written consent of their parents or legal guardians. Google denies all claims made in the action and any wrongdoing.

**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call 1-888-888-8888.**

**This Settlement affects your legal rights even if you do nothing.**

whatsoever, including that it collected or stored biometrics without proper notice and consent, and denies that it violated Illinois law or any other law. By entering into the Settlement, Google is not admitting that it did anything wrong.

The issuance of this Notice is not an expression of the Court's opinion on the merit or the lack of merit of any of Plaintiffs' claims or Google's defenses in the Action. The Court has not decided who is right or wrong. Instead, both sides have agreed to a settlement to avoid the risk and cost of further litigation.

For information about what has happened in the lawsuit to date, you can access the Settlement Agreement and other case documents at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com). Please also see Question 26 below for additional information about accessing case documents.

#### **4. Why is there a Settlement?**

The Plaintiffs and Google do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Plaintiffs or Google. Instead, the Plaintiffs and Google have agreed to settle the Action. That way, both sides avoid the cost and risks of trial, and Class Members will get Settlement benefits now rather than years from now, if at all. The Plaintiffs and the attorneys for the Class ("Class Counsel") believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Google.

#### **WHO IS INCLUDED IN THE SETTLEMENT?**

#### **5. How do I know if I am part of the Settlement?**

The Court has decided that you are a Class Member in this Settlement if, at any time between March 26, 2015 and **[DATE OF PRELIMINARY APPROVAL]**, you had a voice model or face model created or had the Voice Match or Face Match feature enabled in your GWFE account while enrolled in a school in the State of Illinois.

If you fit this description, you may submit a Claim or Claim Form.

#### **6. Are there exceptions to being included in the Settlement?**

Yes, the Settlement does not include: (a) any judge, magistrate, or mediator presiding over the Action and members of their families; (b) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (c) Class Counsel; and (d) the legal representatives, successors or assigns of any such excluded persons.

**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call **1-888-888-8888**.  
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**7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a Class Member, you may go to the Settlement website at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com), email the Settlement Administrator at [info@\\_\\_\\_\\_\\_.com](mailto:info@_____.com), or call the Settlement Administrator's toll-free number at 1-888-888-8888.

**THE SETTLEMENT BENEFITS**

**8. What does the Settlement provide to Class Members?**

The Settlement provides monetary payments to Class Members who submit a valid Claim or Claim Form on or before **Month Day, Year** (see Question 10 below on how to submit a Claim Form). Without admitting liability, Google has also agreed to take certain actions, to the extent it is not already doing so, that will benefit Illinois GWFE users, the details of which you can review in the Settlement Agreement at Section 3, available at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com).

If the Court approves the Settlement, Google will pay \$8,750,000 to create a Settlement Fund. The money remaining in the Settlement Fund after (i) adding accrued interest and (ii) paying settlement administration and notice costs, any taxes owed as a result of interest accrued on the Settlement Fund, the award of attorneys' fees and expenses to Class Counsel by the Court ("Fee and Expense Award"), and any Service Payments to the Class Representatives ordered by the Court, is called the "Net Settlement Fund." The Net Settlement Fund will be distributed to Class Members who submit a valid Claim Form on or before **Month Day, Year**.

**9. How much will my payment be?**

If you are a member of the Class, you may submit a Claim Form to receive a *pro rata* portion of the Net Settlement Fund. The amount paid to each Class Member who submits a valid Claim, however, will depend on (i) the total number of valid Claims submitted, (ii) the total costs of administering the Settlement and providing notice to the Class Members, (iii) the amount of accrued interest and taxes owed as a result, (iii) the amount of any Fee and Expense Award, and (iv) the total amount of any Service Payments to Plaintiffs approved by the Court.

No one knows in advance how much each valid claim payment will be until the deadline for submitting claims passes and the Court awards the Fee and Expense Award and Service Payments. Each Class Member who submits a valid Claim will receive an equal proportionate share of the Net Settlement Fund. Class Counsel estimate, based on their experience in prior similar matters, that the amount of each valid claim will be between approximately \$30.00 and \$100.00; however, the actual cash amount an individual will receive could be less than or greater than that estimated amount.

**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call 1-888-888-8888.**  
**This Settlement affects your legal rights even if you do nothing.**

## 10. How can I get a payment?

To make a Claim and receive a payment, you must complete and submit a Claim Form online at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) by **Month Day, Year**, or by mail postmarked by **Month Day, Year**. You may download the Claim Form from [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call 888-888-8888 to request a copy.

**Read the instructions on the Claim Form carefully.**

**Claim Forms must be completed by an adult of 18 years or older. Parents or guardians may submit Claims on behalf of minors. If you are a minor, the Claim Form must be completed by your parent or guardian.**

A Claim can be filed quickly and easily at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com), but if you wish to mail in the Claim Form, you may download a copy at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call toll-free **1-888-888-8888** and request a Claim Form be sent to you. If you plan to mail in a Claim Form, then please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation (if applicable), by U.S. Mail to the following address:

*Google Education BIPA Settlement Administrator*

*P.O. Box **XXXX***

*Baton Rouge, LA 70821*

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If you have any questions regarding the process to submit your Claim Form, you may obtain assistance by calling toll-free **1-888-888-8888**, emailing the Settlement Administrator at [info@XXXX.com](mailto:info@XXXX.com), or by writing to Settlement Administrator at the above address.

We encourage you to submit your Claim electronically. Not only is submitting online easier and more secure, but it is completely free and takes only minutes. You will also be able to select the option of receiving your payment by check or electronically through Zelle, PayPal, Venmo, digital MasterCard or direct deposit. Please note that all information provided on the Claim Form shall be kept confidential and will not be used for any other purpose other than for this Settlement.

Please note that the Settlement Administrator may request that you provide additional documentation in order to verify your Claim. Such documentation could include: proof of identity documentation (such as government-issued identification documents, utility bills, etc.) or proof of enrollment documentation (such as a student identification card, a transcript or course list showing the courses you enrolled in, etc.).

## 11. When will I get my payment if I submit an Approved Claim?

If you submit an Approved Claim, you should receive a payment from the Settlement Administrator within 90 days after the Settlement has been finally approved and/or after any appeal process is complete, whichever occurs later. The hearing to consider final approval of the

**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call **1-888-888-8888**.**

**This Settlement affects your legal rights even if you do nothing.**

Settlement is scheduled for **[FINAL APPROVAL DATE]**. Even if the Court approves the Settlement, there may be appeals. It is always uncertain whether and when appeals can be resolved, and resolving them can take time. Please be patient and check [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) for updates. No benefits will be provided until the Court has approved the Settlement and any appeals have been resolved.

**12. What happens if my contact information changes after I submit a Claim?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes using the Contact Information Update form on the Settlement Website, by emailing [info@\\_\\_\\_\\_.com](mailto:info@____.com), or by writing to:

*Google Education BIPA Settlement Administrator  
P.O. Box **XXXX**  
Baton Rouge, LA 70821*

**13. Will the Plaintiffs receive any compensation for their efforts in bringing this Action?**

The Plaintiffs will request a Service Payment of up to **\$5,000** (each) for their services as Class Representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiffs. The application filed with the Court requesting the Service Payments will be made available on the Settlement Website at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) at least fourteen (14) days before, **Month Day, Year**, the deadline for you to comment or object to the Settlement.

**REMAINING IN THE SETTLEMENT**

**14. What am I giving up to stay in the Class?**

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Google (and any of the Released Parties as this term is defined in Section 1.33 of the Settlement Agreement) that asserts any (i) Released Claims, or (ii) any claims based on any of the business practices Google adopts pursuant to the Settlement Agreement.

The specific rights you are giving up are called "Released Claims". The Released Claims are described in sections 1.32 and 11.1-11.3 of the Settlement Agreement (available at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com)) and in Exhibit A attached hereto. Specifically, if you are a Class Member, and you do not exclude yourself from the Settlement, and the Settlement becomes final, you will be releasing Google and the other Released Parties from any liability regarding any and all Released Claims. In this case, you will give up your right to be part of any

**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call **1-888-888-8888**.**

**This Settlement affects your legal rights even if you do nothing.**

other lawsuit against Google and any of the Released Parties regarding the claims released by the Settlement Agreement. The Released Parties are described in Section 1.33 of the Settlement Agreement and in Exhibit A attached hereto.

### **THE LAWYERS REPRESENTING YOU**

#### **15. Do I have a lawyer in this case?**

Yes, the Court has appointed Robert Ahdoot and Theodore W. Maya of Ahdoot & Wolfson, PC, John C. Carey of Carey Rodriguez, LLP, Scott Bursor of Bursor & Fisher, P.A., and Frank S. Hedin of Hedin Hall LLP as Class Counsel to represent you and the Class for the purposes of this Settlement. You may contact Class Counsel via email at [info@bursorandfisher.com](mailto:info@bursorandfisher.com) or by leaving a message at 1-888-888-8888.

You do not need to hire a lawyer because Class Counsel is working on your behalf.

You may, however, hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action. Also, if you wish to pursue your own lawsuit separate from this one, or if you exclude yourself from the Settlement, these lawyers will no longer represent you and you will need to hire your own lawyer.

#### **16. How will the lawyers be paid?**

Pursuant to the Settlement Agreement, Class Counsel will file a motion asking the Court to award them attorneys' fees not to exceed 40% of the Settlement Fund, plus reasonable costs and expenses incurred by Class Counsel. The Court will make the final decision as to the amounts to be paid to Class Counsel. Any amount awarded will be deducted from the Settlement Fund before making payments to Class Members. You will not have to pay any fees or expenses.

Class Counsel's application for attorneys' fees, costs, and expenses, and application for Service Payments will be made available on the Settlement Website at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) fourteen (14) days before the deadline for you to comment or object to the Settlement.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a Class Member, do not want the monetary benefits the Settlement offers, and want to keep any right you may have to sue or continue to sue Google on your own at your own expense based on the claims raised in this Action or released by the Released Claims (see Question 14 above), then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

#### **17. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must submit a request in writing to exclude yourself from the Settlement. The request must (i) include your name, address, and telephone number; (ii)

**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call 1-888-888-8888.**

**This Settlement affects your legal rights even if you do nothing.**

identify the case name and number, *H.K. et al. v. Google LLC*, Case No. CC 20LL00017; (iii) contain a statement that you wish to be excluded from the Settlement (i.e. a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *H.K. et al. v. Google LLC*, Case No. CC 20LL00017”); and (iv) be physically hand-signed by you (or, if you are a minor, by your parent or legal guardian).

You must either mail your request to be excluded from the Settlement Class to the post office box address below, or submit (upload) your request to be excluded through the link on the Settlement Website, or email your request for exclusion to the following email address established for the purpose of accepting exclusions: [exclusions@\\_\\_\\_\\_.com](mailto:exclusions@____.com). To be valid, your request for exclusion must be received by the Settlement Administrator electronically, or if mailed to the address below, postmarked no later than **[OPT-OUT/OBJECTION DEADLINE]**:

*Google Education BIPA Settlement Administrator*  
*P.O. Box XXXX*

*Baton Rouge, LA 70821*

You cannot exclude yourself by telephone. And you cannot exclude any other Class Member. Requests made on behalf of more than one Class Member are not allowed. Parents or guardians may opt-out on behalf of minors.

**18. If I exclude myself, can I still get any of the Settlement benefits?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only receive the monetary benefits provided by the Settlement (as described in this notice) if you do not exclude yourself from the Settlement.

**19. If I do not exclude myself, can I sue Google for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Google or any of the Released Parties for the claims made in this case and released by the Settlement (see Question 14 above). You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Google or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**OBJECT TO OR COMMENT ON THE SETTLEMENT**

**20. How do I tell the Court that I do not like the Settlement?**

If you are a Class Member and have not excluded yourself from the Settlement, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement. To object, on or before **[OPT-OUT/OBJECTION DEADLINE]**, you must: (i) file an objection with the Clerk of Court at the address below; (ii) file all copies of papers in support of said objection that you propose to submit at the Final Approval Hearing with the Clerk of Court; and (iii) send copies of such papers via

Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call **1-888-888-8888**.

This Settlement affects your legal rights even if you do nothing.

United States mail, hand delivery, or overnight delivery to Class Counsel and Defendant’s Counsel at the addresses set forth below. A copy of the objection must also be mailed to the Settlement Administrator.

Your objection must (i) include your full name, current address, and telephone number, as well as the name, address and telephone number of all attorneys representing you (if any); (ii) include the case caption, *H.K. et al. v. Google LLC*, Case No. CC 20LL00017; (iii) provide proof that you are in the Settlement Class; (iv) set forth a statement of the legal and factual basis for your objection, including any supporting materials (i.e. all the reasons you are objecting to the Settlement); and (v) include your signature (or, if you are a minor, the signature of your parent or legal guardian). If you are represented by counsel, you must provide the name and telephone number of your counsel in addition to the information set forth in (i)-(v) above. If you intend to appear at the Final Approval Hearing, either with or without counsel, you must state your intention in the written objection, along with the names of any witnesses you may call to testify and all exhibits you intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. If you do not timely make your objection, you will be deemed to have waived all objections.

McDonough County Circuit Clerk One Courthouse Square Macomb, Illinois 61455	Class Counsel c/o G Education BIPA Settlement Administrator P.O. Box _____ _____, _____ cc@_____.com	Counsel for Google c/o G Education BIPA Settlement Administrator P.O. Box _____ _____, _____ cg@_____.com
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## 21. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement while remaining in the Settlement Class and being subject to the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

### THE FINAL APPROVAL HEARING

## 22. When and where will the Court decide whether to approve the Settlement?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement on **[FINAL APPROVAL DATE]** before the Honorable Heidi A. Benson in Courtroom 202 of the McDonough County Courthouse, One Courthouse Square Macomb, Illinois 61455. This hearing is referred to as the Final Approval Hearing. This hearing may be held remotely using the Court’s Zoom videoconference link (<https://us06web.zoom.us/j/3098362777>) at the Court’s discretion. Check the settlement website for updates. If this is the case, instructions on how to join the video conference for the Final

**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call 1-888-888-8888.**

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Approval Hearing will be posted at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) prior to the hearing.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees and expenses; and the Service Payments to the Class Representatives. If there are valid objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. The Court will then issue decisions on these issues; we do not know how long those decisions will take.

Please note the date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com).

### **23. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection by **Month Day, Year**, in accordance with the instruction in this Notice (see Question 20 above) the Court will consider it. You may also pay your lawyer to attend, but it is not necessary. As long as you mail your written objection on time, the Court will consider it.

### **24. May I speak at the Final Approval Hearing?**

Yes. If you wish to, you may attend and speak at the Final Approval Hearing, whether or not you intend to object to the Settlement. If you, or your attorney, wish to appear and speak at the Final Approval Hearing, you must do the following prior to **[OPT-OUT/OBJECTION DEADLINE]**: (1) mail or hand-deliver to the Court a "Notice of Intention to Appear" in the Action to the address set forth in Question 20, above; (2) provide copies of any exhibits or documents that you intend to present or use at the hearing; (3) provide a list of all witnesses that you intend to call to give evidence at the hearing; (4) take all other actions or make additional submissions as may be ordered by the Court; and (5) mail or hand-deliver any notice and any exhibits, lists or documents, to Class Counsel and Counsel for Google at the addresses set forth in Question 20, above.

Your Notice of Intention to Appear must be received at the addresses set forth in Question 20, no later than fourteen (14) days prior to the Final Approval Hearing. Please note that if you do not file a Notice of Intention to Appear, you may still appear at the Final Approval Hearing and request to address the Court.

## **IF YOU DO NOTHING**

### **25. What happens if I do nothing at all?**

If you are a Class Member and do nothing, you will remain a member of the Settlement Class and be bound by the Settlement. Also, as a Class Member, if you do not submit a Claim Form, you will not

**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call **1-888-888-8888**.**

**This Settlement affects your legal rights even if you do nothing.**

receive a Settlement Payment. But, unless you exclude yourself, you will not be able to sue, or continue to sue, Google or any of the Released Parties – as part of any other lawsuit – about the Released Claims, including the same legal claims that are being resolved by this Settlement.

## GETTING MORE INFORMATION

### 26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at *info@\_\_\_\_\_*.com, by calling 1-888-888-8888 or by writing to *Google Education BIPA Settlement Administrator*, P.O. Box XXXX, Baton Rouge, LA 70821. In the event of any conflict between this Notice and the Settlement Agreement, the Settlement Agreement shall be binding. Publicly filed documents can also be obtained by visiting the office of the McDonough County Circuit Clerk, McDonough County Courthouse, One Courthouse Square Macomb, Illinois 61455, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have questions, you may contact Class Counsel at:

Class Counsel  
c/o Google Education BIPA Settlement Administrator  
P.O. Box XXXX \_\_\_\_\_  
Baton Rouge, LA 70821  
cc@\_\_\_\_\_.com

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.  
THE COURT CANNOT ANSWER ANY QUESTIONS.**

**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call 1-888-888-8888.  
This Settlement affects your legal rights even if you do nothing.**



## **EXHIBIT A**

1.32 **“Released Claims”** means any and all claims, liabilities, rights, demands, suits, matters, obligations, damages (including consequential damages), losses or costs, liquidated damages, statutory damages, attorneys’ fees and costs, actions or causes of action, of every kind and description, whether known or unknown (including “Unknown Claims” as defined below), fixed or contingent, accrued or not accrued, matured or not yet matured, asserted or unasserted, suspected or unsuspected, including without limitation those related to unknown and unsuspected injuries as well as unknown and unsuspected consequences of known or suspected injuries, that the Releasing Parties now own or hold, or have owned or held at any time prior to the Effective Date of this Agreement, arising from or related to Plaintiffs’ allegations or the alleged collection, capture, receipt, storage, possession, dissemination, transfer, use, sale, lease, trade, or profit from biometric information, biometric identifiers, or any data derived from Settlement Class Members’ use of Google Workspace for Education or G Suite for Education, including all claims arising from or relating to the subject matter of the Action, and all claims that were brought or could have been brought in the Action.

1.33 **“Released Parties”** means Defendant and its direct and indirect corporate parents, subsidiaries, affiliates, principals, investors, owners, members, controlling shareholders, trustees, estates, heirs, executors, administrators, partners, and joint venturers, along with the officers, directors, shareholders, employees, attorneys, representatives, agents, contractors, insurers, successors, predecessors, and assigns of such persons or entities.

1.34 **“Releasing Parties”** means Plaintiffs and the Settlement Class Members and their respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

## **11. RELEASES**

11.1 The obligations incurred pursuant to this Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

11.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

11.3 Upon the Effective Date, the Releasing Parties covenant and agree that they, and each of them, will forever refrain from asserting, instituting, maintaining, prosecuting, continuing to maintain or prosecute, or threatening or attempting to assert, institute, maintain, or prosecute the Released Claims, in whole or in part, against the Released Parties.

**Questions? Go to [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or call 1-888-888-8888.**  
**This Settlement affects your legal rights even if you do nothing.**

# **Exhibit 4**

**CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT  
COUNTY OF MCDONOUGH, STATE OF ILLINOIS**

H.K. and J.C., through their father and legal guardian CLINTON FARWELL, and M.W., through her mother and legal guardian ELIZABETH WHITEHEAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2020LL00017

Judge: Hon. Heidi A. Benson

**ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs' Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement of the above-captioned matter (the "Action") between Plaintiffs H.K. and J.C., minor children, by and through their father and legal guardian Clinton Farwell, and M.W., a minor child, by and through her mother and legal guardian Elizabeth Whitehead ("Plaintiffs"), and Defendant Google LLC ("Defendant" or "Google"), as set forth in the Settlement Agreement between the Parties, due notice having been given and the Court having duly considered the papers and arguments of counsel, and being fully advised in the premises,

**IT IS HEREBY ORDERED** as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.

2. The Court has conducted a preliminary evaluation of the Settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court hereby finds that the Parties have shown the Court it will likely be able to approve the proposed Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class under of Section 2-801 of the Illinois Code of Civil Procedure, subject to further consideration at the Final Approval Hearing to be conducted, as described below. The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations, which included participation in an all-day mediation on September 20, 2022 with the Honorable Stuart E. Palmer (Ret.) of JAMS and extensive negotiations thereafter under the supervision of Judge Palmer, has no obvious deficiencies, and does not improperly grant preferential treatment to the Class Representatives or any Settlement Class Member.

3. Class Definition. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Class, consisting of: all Illinois residents who, while they were enrolled in a school in the State of Illinois, at any time between March 26, 2015 and the date of Preliminary Approval, had a voice model or face model created or had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education (together, “GWFE”) account. Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Action and members of their families; (b) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (c) Class Counsel; and (d) the legal representatives, successors or assigns of any such excluded persons.

4. Final Approval Hearing. A hearing will be held by this Court in the Courtroom of the Honorable Heidi A. Benson at the Ninth Judicial Circuit Court, McDonough County

Courthouse, One Courthouse Square Macomb, Illinois 61455 on \_\_\_\_\_, 2024 at \_\_\_\_: a.m./p.m., (which is a date that is at least one hundred twenty-five (125) days after entry of this Order) or at such other date and time later set by Court order for the following purposes: (a) to determine whether the Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, and should be approved by the Court; (b) to determine whether a Final Approval Order and Judgment should be entered in accordance with the material terms of the Settlement Agreement; (c) to determine whether Class Counsel's motion for an award of attorneys' fees and expenses and for Service Payments to the Class Representatives, should be approved; and (d) to consider any other matters that properly may be brought before the Court in connection with the Settlement. Unless otherwise ordered following the entry of this Order, the hearing will be conducted via the Court's zoom link (<https://us06web.zoom.us/j/3098362777>). No password is required.

5. Certification. For settlement purposes only, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Class Representatives fairly and adequately protect the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the Action. The Court further finds that: (i) the Settlement is fair, reasonable, and adequate, (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (iii) the Settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

6. Class Representatives and Class Counsel. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs H.K. and J.C., through their father and legal Guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead as Class Representatives, and Robert Ahdoot and Theodore W. Maya of Ahdoot & Wolfson, PC, John C. Carey of Carey Rodriguez, LLP, Scott Bursor of Bursor & Fisher, P.A., and Frank S. Hedin of Hedin Hall LLP as Class Counsel. Solely for the purposes of effectuating the Settlement, Class Counsel are authorized to act on behalf of the Class Representatives, and all other Settlement Class Members with respect to all acts or consents required by or that may be given pursuant to the Settlement Agreement, including all acts that are reasonably necessary to consummate the Settlement.

7. Settlement Administrator. Pursuant to the Parties' Settlement Agreement, Postlethwaite & Netterville, APAC ("P&N") is hereby appointed as Settlement Administrator to supervise and administer the Notice Plan under the Settlement, as well as the processing of claims. Notice of the Settlement and the Final Approval Hearing shall be given by the Settlement Administrator pursuant to the terms and conditions of the Settlement Agreement.

8. Class Notice. The Court (a) approves, as to form and content, of the proposed Google Education BIPA Settlement Claim Form, Long Form Notice, Publication Notice, Summary Notices, and Reminder notice submitted by the Parties as Exhibits 1, 3, 5, 6, 7, and 9, respectively, to the Settlement Agreement; and (b) finds and determines that Direct Notice to Settlement Class Members *via* U.S. Mail, and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, supplemented by any Internet Campaign and Publication Notice deemed appropriate by the Parties, (i) constitutes the best notice practicable under the circumstances, (ii) constitutes notice that is reasonably calculated,

under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to submit a Claim (if applicable) their right to exclude themselves from the Settlement Class, the effect of the proposed Settlement (including the Releases to be provided thereunder), Class Counsel's motion for an award of attorneys' fees and expenses and for Service Payments, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of 735 ILCS 5/2-803 and due process and all other applicable laws and rules. The Court further finds that all of the notices are written in simple terminology, and are readily understandable by Settlement Class Members. The date and time of the Final Approval Hearing shall be included in all notices before they are disseminated. The Parties, by agreement, may revise the notices in ways that are appropriate to update those notices for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient electronic presentation and mailing.

9. Notice Date. The Court hereby directs the Parties and Settlement Administrator to disseminate Notice no later than \_\_\_\_\_, 2024 ("Notice Date") (*i.e.* a date within thirty-five (35) days after the entry of this Order). The Court directs that the Settlement Administrator cause a copy of the Summary Notice be sent to all members of the Settlement Class who have been identified by Defendant through its records *via* U.S. mail, postage prepaid no later than the Notice Date. For any Summary Notice that has been mailed *via* U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail or—if no forwarding address is provided on the returned mail—to the forwarding address, if any, in the United States Postal Service's National Change of Address Database. Prior to the dissemination

of any Notice, the Settlement Administrator shall cause copies of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form, in forms available for download, to be posted on a website developed for the Settlement (“Settlement Website”). The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

10. Exclusion from the Settlement Class. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked, or submitted electronically via the Settlement Website, or submitted to an e-mail address established by the Administrator for the purpose of receiving exclusion requests, on or before the Objection and Exclusion Deadline of \_\_\_\_\_, 2024 (*i.e.* seventy-five (75) days after the Notice Date). In order to exercise the right to be excluded via postal mail, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and a handwritten signature. A request to be excluded that is sent to an email address other than that designated in the Class Notice, or that is not electronically submitted or postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as a Settlement Class Member by the Agreement, if approved. The request for exclusion must be personally signed by the person requesting exclusion (except for requests for exclusion by Settlement Class Members under the age of eighteen (18), which may be submitted and signed by the person’s parent or legal guardian so long as the request for exclusion indicates that the request is being made by such Settlement Class Member’s parent or legal guardian). So-called “mass” or “class” exclusion requests shall not be allowed.



11. Objections. Any Settlement Class Member may comment in support of, or in opposition to, the Settlement Agreement at his or her own expense. Any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be valid and entertained by the Court at the Final Approval Hearing only if, on or before the Objection and Exclusion Deadline of \_\_\_\_\_, 2024 (*i.e.* seventy-five (75) days after the Notice Date), the person making an objection: (i) files his/her objection with the Clerk of Court; (ii) files copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of Court; and (iii) sends copies of such papers *via* United States mail, hand delivery, or overnight delivery to Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to the Settlement.

12. Any Settlement Class Member who intends to object to the Settlement must include in any such objection: (i) his/her full name, address and current telephone number; (ii) the case name and number of the Action (*i.e.* *H.K. et al. v. Google LLC*, Case No. CC 20LL00017); (iii) proof that he/she is in the Settlement Class; (iv) a statement of the legal and factual basis for the stated objection, including any supporting materials; and (v) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel, in addition to the information set forth in (i) through (v) above. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she/they must so state in the written objection, and must also identify any witnesses he/she/they may call to testify at the Final Approval Hearing and all exhibits

he/she/they intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

13. Final Approval Briefing. No later than \_\_\_\_\_, 2024 (*i.e.* 14 days after the Objection and Exclusion Deadline], Plaintiffs shall move for: (i) final approval of the Settlement Agreement; (ii) final certification of the Settlement Class, including for the entry of a Final Approval Order; (iii) respond to any objections or comments from Settlement Class Members; and (iv) file memorandums in support of the motion for final approval and in response to objections or comments from Settlement Class Members, if any. No later than 14 days prior to the Objection and Exclusion Deadline , Plaintiffs must file their papers in support of Class Counsel's application for attorneys' fees and expenses and for Service Payments.

14. Release. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

15. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement and papers filed relating to the Settlement or this Order, are not and shall not in any event be described or construed as, and/or used, offered or received against Google or any other Released Parties as, evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by the Plaintiffs; the validity of any Released Claim; the appropriateness of class certification; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; the violation of any law or statute; or any liability, negligence, fault, or wrongdoing of any of the Released Parties. Google has denied and continues to deny the claims asserted by Plaintiffs.

Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement.

16. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
CIRCUIT COURT JUDGE

# **Exhibit 5**

## SUMMARY PUBLICATION NOTICE

### **AN ILLINOIS STATE COURT AUTHORIZED THIS NOTICE.**

**All Illinois Residents Who, While They Were Enrolled in a School in the State of Illinois, at Any Time Between March 26, 2015 and [Date of Preliminary Approval], Had a Google Workspace For Education or G Suite For Education Account May Be Entitled to Get a Payment from a Class Action Settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

**You must file a Claim Form by [Month Day, Year] to receive cash benefits from this Settlement. To file a Claim Form, click here [hyperlink].**

An **\$8.75 million settlement** has been reached in a class action lawsuit against Google LLC (“Google”), which claims that Google violated Illinois law by collecting and storing biometric data of class members in Illinois through its Google Workspace for Education (previously known as “G Suite for Education”) platform without the proper notice and consent. Google denies that it collected or stored biometric data without proper notice and consent, or that it violated Illinois law or any other law. The Court has not decided who is right. For more information or to submit a claim for payment please visit the Settlement Website [www.\\_\\_\\_\\_.com](http://www.____.com).

**Who is Included?** You are a Class Member in this Settlement if at any time between March 26, 2015 and **[DATE OF PRELIMINARY APPROVAL]**, you had a voice model or face model created or had the Voice Match or Face Match feature enabled in your Google Workspace for Education or G Suite for Education (together, “GWFE”) account while enrolled in a school in the State of Illinois.

**What are the Settlement Terms?** The Settlement provides monetary payments to Class Members who submit a valid Claim or Claim Form postmarked or submitted on [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) by **[Month Day, Year]**. Without admitting liability, Google has also agreed to take certain actions, to the extent it is not already doing so, that will benefit Illinois GWFE users. Google will establish an \$8.75 million Settlement Fund. After deducting Court-approved attorneys’ fees and expenses, service payments for the Plaintiffs, and the costs of settlement notice and administration from the Settlement Fund, the remaining funds will be made available, if the settlement is approved, to pay Class Members’ valid claims. Class Members who file valid Claims will be eligible to receive an equal *pro rata* portion of the \$8.75 million Settlement Fund after the deductions listed above. Class Counsel estimate, based on their experience in prior similar matters, that the amount of each valid claim will be between approximately \$30.00 and \$100.00; however, the actual cash amount an individual will receive could be less than or greater than that estimated amount, and will depend on the final amount of Court-approved deductions from the Settlement Fund and the total number of valid Claims submitted by Class Members before the Claims Deadline of **[Month Day, Year]**.

**How Can I Get a Payment?** The only way to get a payment is to submit a Claim Form. If you submit a Claim Form, you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement. You must submit a Claim Form by **[CLAIMS DEADLINE]**. You must submit your Claim online at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or file a paper Claim Form postmarked by **[Date]**. Paper Claim Forms are available at the Settlement Website or by calling 1-**XXX-XXX-XXXX**. Claim Forms must be completed by an adult of 18 years or older. **If you are a minor, the Claim Form must be completed by your parent or guardian.**

**Your Other Options.** If you do nothing, your rights will be affected, and you won't get a payment. If you file a Claim Form, object to the Settlement or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Google about the allegations of the case or other Released Claims. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **[OPT-OUT/OBJECTION DEADLINE]**. If you do not exclude yourself, you may object to the Settlement by **[OPT-OUT/OBJECTION DEADLINE]**. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object.

**The Final Approval Hearing:** The Court will hold a Final Approval Hearing on **[FINAL APPROVAL DATE]** to consider whether to approve the Settlement and award Service Payments of up to \$5,000 to the Class Representatives, attorneys' fees of up to 40% of the Settlement Fund, and, reimbursement of expenses, as well as consider any objections. Motions for these fees and expenses will be posted on the Settlement Website when they are filed with the Court. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. The hearing may be held remotely using the Court's Zoom videoconference link (<https://us06web.zoom.us/j/3098362777>) at the Court's discretion. For more information and updates, call or visit the Settlement Website, [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com).

**More Information:** This notice is only a summary. Complete information about all of your rights and options, as well as a Claim Form, a more detailed Long Form Notice, the Settlement Agreement, and other relevant documents are available at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com), by emailing [info@\[redacted\].com](mailto:info@[redacted].com), or by calling toll-free 1-**888-888-8888**.

**IMPORTANT NOTE:** The dates and deadlines may be changed without further notice to the Settlement Class, so please check the Settlement Website, [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com).

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# **Exhibit 6**

## SUMMARY NOTICE

### **AN ILLINOIS STATE COURT AUTHORIZED THIS NOTICE.**

**All Illinois Residents Who, While They Were Enrolled in a School in the State of Illinois, at Any Time Between March 26, 2015 and [Date of Preliminary Approval], Had a Voice Model or Face Model Created or Had the Voice Match or Face Match Feature Enabled in Their Google Workspace For Education or G Suite For Education Account May Be Entitled to Get a Payment from a Class Action Settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

**You must file a Claim Form by Month Day, Year to receive cash benefits from this Settlement. To file a Claim Form, click here [hyperlink].**

An **\$8.75 million settlement** has been reached in a class action lawsuit against Google LLC (“Google”), which claims that Google violated Illinois law by collecting and storing biometric data of class members in Illinois through its Google Workspace for Education (previously known as “G Suite for Education”) platform without the proper notice and consent. Google denies that it collected or stored biometric data without proper notice and consent, or that it violated Illinois law or any other law. The Court has not decided who is right. For more information or to submit a claim for payment please visit the Settlement Website [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com).

**Who is Included?** You are a Class Member in this Settlement if at any time between March 26, 2015 and **[DATE OF PRELIMINARY APPROVAL]**, you had a voice model or face model created or had the Voice Match or Face Match feature enabled in your Google Workspace for Education or G Suite for Education (together, “GWFE”) account while enrolled in a school in the State of Illinois.

**What are the Settlement Terms?** The Settlement provides monetary payments to Class Members who submit a valid Claim or Claim Form postmarked or submitted on [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) by **[Month Day, Year]**. Without admitting liability, Google has also agreed to take certain actions, to the extent it is not already doing so, that will benefit Illinois GWFE users. Google will establish an \$8.75 million Settlement Fund. After deducting Court-approved attorneys’ fees and expenses, service payments for the Plaintiffs, and the costs of settlement notice and administration from the Settlement Fund, the remaining funds will be made available, if the settlement is approved, to pay Class Members’ valid claims. Class Members who file valid Claims will be eligible to receive an equal *pro rata* portion of the \$8.75 million Settlement Fund after the deductions listed above. Class Counsel estimate, based on their experience in prior similar matters, that the amount of each valid claim will be between approximately \$30.00 and \$100.00; however, the actual cash amount an individual will receive could be less than or greater than that estimated amount, and will depend on the final amount of



Court-approved deductions from the Settlement Fund and the total number of valid Claims submitted by Class Members before the Claims Deadline of **Month Day, Year**.

**How Can I Get a Payment?** The only way to get a payment is to submit a Claim Form. If you submit a Claim Form, you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement. You must submit a Claim Form by **[CLAIMS DEADLINE]**. You must submit your Claim online at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or file a paper Claim Form postmarked by **[Date]**. Paper Claim Forms are available at the Settlement Website or by calling 1-**XXX-XXX-XXXX**. Claim Forms must be completed by an adult of 18 years or older. **If you are a minor, the Claim Form must be completed by your parent or guardian.**

**Your Other Options.** If you do nothing, your rights will be affected, and you won't get a payment. If you file a Claim Form, object to the Settlement or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Google about the allegations of the case or other Released Claims. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **[OPT-OUT/OBJECTION DEADLINE]**. If you do not exclude yourself, you may object to the Settlement by **[OPT-OUT/OBJECTION DEADLINE]**. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object.

**The Final Approval Hearing:** The Court will hold a Final Approval Hearing on **[FINAL APPROVAL DATE]** to consider whether to approve the Settlement and award Service Payments of up to \$5,000 to the Class Representatives, attorneys' fees of up to 40% of the Settlement Fund, and, reimbursement of expenses, as well as consider any objections. Motions for these fees and expenses will be posted on the Settlement Website when they are filed with the Court. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. The hearing may be held remotely using the Court's Zoom videoconference link (<https://us06web.zoom.us/j/3098362777>) at the Court's discretion. For more information and updates, call or visit the Settlement Website, [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com).

**More Information:** This notice is only a summary. Complete information about all of your rights and options, as well as a Claim Form, a more detailed Long Form Notice, the Settlement Agreement, and other relevant documents are available at the Settlement Website, [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com), by emailing [info@GoogleEducationBIPASettlement.com](mailto:info@GoogleEducationBIPASettlement.com), or by calling toll-free 1-**XXX-XXX-XXXX**.

**IMPORTANT NOTE:** The dates and deadlines may be changed without further notice to the Settlement Class, so please check the Settlement Website, [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com).

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# **Exhibit 7**

**What are the Settlement Terms?** The Settlement provides monetary payments to Class Members who submit a valid Claim or Claim Form postmarked or submitted on [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) by [Month Day, Year]. Without admitting liability, Google has also agreed to take certain actions, to the extent it is not already doing so, that will benefit Illinois GWFE users. Google will establish an \$8.75 million Settlement Fund. After deducting Court-approved attorneys' fees and expenses, service payments for the Plaintiffs, and the costs of settlement notice and administration from the Settlement Fund, the remaining funds will be made available, if the settlement is approved, to pay Class Members' valid claims. Class Members who file valid Claims will be eligible to receive an equal *pro rata* portion of the \$8.75 million Settlement Fund after the deductions listed above. Class Counsel estimate, based on their experience in prior similar matters, that the amount of each valid claim will be between approximately \$30.00 and \$100.00; however, the actual cash amount an individual will receive could be less than or greater than that estimated amount, and will depend on the final amount of Court-approved deductions from the Settlement Fund and the total number of valid Claims submitted by Class Members before the Claims Deadline of [Month Day, Year].

**How Can I Get a Payment?** The only way to get a payment is to submit a Claim Form. If you submit a Claim Form, you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement. You must submit a Claim Form by [CLAIMS DEADLINE]. You must submit your Claim online at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com) or file a paper Claim Form postmarked by [Date]. Paper Claim Forms are available at the Settlement Website or by calling 1-XXX-XXX-XXXX. *Claim Forms must be completed by an adult of 18 years or older. If you are a minor, the Claim Form must be completed by your parent or guardian.*

**Your Other Options.** If you do nothing, your rights will be affected, and you won't get a payment. If you file a Claim Form, object to the Settlement or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Google about the allegations of the case or other Released Claims. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by [OPT-OUT/OBJECTION DEADLINE]. If you do not exclude yourself, you may object to the Settlement by [OPT-OUT/OBJECTION DEADLINE]. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object.

**The Final Approval Hearing:** The Court will hold a Final Approval Hearing on [FINAL APPROVAL DATE] to consider whether to approve the

Settlement and award Service Payments of up to \$5,000 to the Class Representatives, attorneys' fees of up to 40% of the Settlement Fund, and, reimbursement of expenses, as well as consider any objections. Motions for these fees and expenses will be posted on the Settlement Website when they are filed with the Court. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. The hearing may be held remotely using the Court's Zoom videoconference link (<https://us06web.zoom.us/j/3098362777>) at the Court's discretion. For more information and updates, call or visit the Settlement Website, [www.\\_\\_\\_\\_.com](http://www.____.com).

**More Information:** This notice is only a summary. Complete information about all of your rights and options, as well as a Claim Form, a more detailed Long Form Notice, the Settlement Agreement, and other relevant documents are available at [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com), by emailing [info@\\_\\_\\_\\_.com](mailto:info@____.com), or by calling toll-free 1-888-888-8888.

**IMPORTANT NOTE:** The dates and deadlines may be changed without further notice to the Settlement Class, so please check the Settlement Website, [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com).

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**[www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com)**

**1-833-927-3418**

AN ILLINOIS STATE COURT AUTHORIZED THIS NOTICE.

**All Illinois Residents Who, While They Were Enrolled in a School in the State of Illinois, at Any Time Between March 26, 2015 and [Date of Preliminary Approval], Had a Google Workspace For Education or G Suite For Education Account May Be Entitled to Get a Payment from a Class Action Settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

**You must file a Claim Form by Month Day, Year to receive cash benefits from this Settlement.  
To file a Claim Form, visit [hyperlink].**

A **\$8.75 million settlement** has been reached in a class action lawsuit against Google LLC (“Google”), which claims that Google violated Illinois law by collecting and storing biometric data of class members in Illinois through its Google Workspace for Education (previously known as “G Suite for Education”) platform without the proper notice and consent. Google denies that it collected or stored biometric data without proper notice and consent, or that it violated Illinois law or any other law. The Court has not decided who is right. For more information or to submit a claim for payment please visit the Settlement Website [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com).

**Who is Included?** You are a Class Member in this Settlement if at any time between March 26, 2015 and **[DATE OF PRELIMINARY APPROVAL]**, you had a voice model or face model created or had the Voice Match or Face Match feature enabled in your Google Workspace for Education or G Suite for Education (together, “GWFE”) account while enrolled in a school in the State of Illinois.

Visit [www.\\_\\_\\_\\_.com](http://www.____.com) or call 1-XXX-XXX-XXXX for more information.

**Google Education BIPA Settlement Administrator**  
P.O. Box **XXXX**  
Baton Rouge, LA 70821

**ELECTRONIC SERVICE REQUESTED**

168144276.1



Postal Service: Do Not Mark or Cover Barcode

[FIRST NAME] [LAST NAME]

[ADDRESS1]

[ADDRESS2]

[CITY] [STATE] [ZIP]

# **Exhibit 8**

**CIRCUIT COURT FOR THE 9TH JUDICIAL DISTRICT  
COUNTY OF MCDONOUGH, STATE OF ILLINOIS**

H.K. and J.C., through their father and legal guardian CLINTON FARWELL, and M.W., through her mother and legal guardian ELIZABETH WHITEHEAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. CC 20LL00017

Judge: Hon. Heidi Benson

**AFFIDAVIT OF BRANDON SCHWARTZ ON SETTLEMENT NOTICE PLAN**

I, Brandon Schwartz, hereby declare and state as follows:

1. I am the Director of Notice for Postlethwaite & Netterville, APAC (“P&N”)<sup>1</sup>, a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. P&N was asked by Counsel to develop and execute the proposed Notice Plan and to administer the claims process in the above-referenced matter (the “Action”). The following statements are based on my personal knowledge as well as information provided by other experienced P&N employees working under my supervision, and my review of information and documents provided by counsel.

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<sup>1</sup> As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named or contracted, EAG Gulf Coast, LLC employees will service the work under those agreements. P&N’s obligations to service work may be assigned by P&N to Eisner Advisory Group, LLC or EAG Gulf Coast, LLC, or one of Eisner Advisory Group, LLC’s or EAG Gulf Coast, LLC’s subsidiaries or affiliates.



2. P&N has undertaken the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, antitrust, insurance, healthcare, and mass tort. The accomplished members of our team possess broad experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs.

### **EXPERIENCE**

3. Drawing upon over 15 years of extensive expertise in class action, advertising, media, and marketing, I have designed and implemented comprehensive notice solutions encompassing all facets of class action certification and settlement notice programs. My proficiency includes an understanding of email and postal distribution methodologies, reach and frequency analysis, strategic media generation, meticulous demographic research, media plan design, effective media development and procurement, commercial and video production creation, and the adept application of best practices for effective social media outreach.

4. I have designed, implemented, and managed notice campaigns for more than 100 cases. Some of my notice plans include: *Rivera, et al. v. Google LLC*, No. 2019-CH-009900 (Cir. Ct. Cook Cnty., Ill.); *Miracle-Pond, et al. v. Shutterfly, Inc.*, No. 2019-CH-07050 (Cir. Ct. Cook Cnty., Ill.); *Acaley v. Vimeo.com, Inc*, Case No. 19-CH-10873 (Cir. Ct. Cook Cnty., Ill.); *In Re: Sonic Corp. Customer Data Breach Litigation*, No. 1:17-md-02807 (N.D. Ohio); *Hezi v. Celsius Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.); *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation* (non-settlement), No. 1:19-md-02875 (MDL No. 2875) (D.N.J.); *Gilmore v. Monsanto*, No. 3:21-cv-8159 (N.D. Cal.); *Krommenhock v. Post Foods, LLC*, No. 3:16-cv-04958 (N.D. Cal.); *Hadley, et al. v. Kellogg Sales Company*, No. 5:16-cv-04955 (N.D. Cal.); *Jones v. Monsanto*, No. 4:19-cv-00102 (W.D. Mo.); *McMorrow v. Mondelez International*,

*Inc.*, No. 3:17-cv-02327 (S.D. Cal); *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-cv-00850 (E.D. Va.); and *Pagan, et al. v. Faneuil, Inc.*, No. 3:22-cv-279 (E.D. Va.). A description of my experience is attached as **Exhibit A**.

5. The courts have consistently acknowledged both the credibility of our team (curriculum vitae attached hereto as **Exhibit B**) and the effectiveness of our class action notice plans. Illustrative court opinions affirming the sufficiency of our notice plans include:

- a. In the matter *Rivera, et al. v. Google LLC*, No. 2019-CH-00990 (Cir. Ct. Cook Cnty., Ill.), Judge Anna M. Loftus ruled on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- b. On April 5, 2023, in the Order Granting Plaintiffs' Motions for Final Approval of Class action Settlement in *Hezi v. Celsius Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.), Judge Jennifer H. Rearden wrote:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and

provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable and has satisfied the requirements of law and due process.

- c. In the matter *Gilmore et al. v. Monsanto Company, et al.*, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria ruled on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- d. On September 30, 2022 in the matter, *Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.*, Case No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North ruled:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

## **OVERVIEW**

6. I have reviewed the Settlement Agreement and the proposed Class defined therein consists of:

All Illinois residents who, while they were enrolled in a school in the State of Illinois, at any time between March 26, 2015 and the date of Preliminary Approval, had a voice model or face model created or had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education (together, "GWFE") account. Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Action and members of their families; (b) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (c) Class Counsel; and (d) the legal representatives, successors or assigns of any such excluded persons.

7. This declaration will describe the proposed Notice Plan ("Notice Plan") in this Action. The Notice Plan includes a paid publication notice component and has been designed using methods accepted by both the courts and the advertising industry. Additionally, direct notice will be provided to Class Members if their physical mailing addresses can be identified using publicly available resources to match with the Class Data provided by the Defendants.

## **PROPOSED NOTICE PLAN**

8. P&N has designed the proposed Notice Plan to provide notice to Class Members and ensure that they will be exposed to, see, review, and understand the Notice. Accordingly, P&N determined that the most reasonable and practicable way to reach Class Members is through a multifaceted approach, engineered through a combination of (1) online display, (2) social media, (3) print notice, (4) search advertising; (5) direct notice via US Mail (if available) (6) toll-free settlement hotline, and a (7) Settlement Website.

9. I believe that the proposed Notice Plan described herein is the best notice practicable under the circumstances, satisfies due process standards, comports with 735 ILCS 5/2-803 and Fed. R. Civ. P. 23, and adheres to the recommendations in the 2010 *Judges' Class Action*

5

**Digital Banner Notice**

10. The Settlement Class definition was used as the basis to develop the media notice plan and, when developing an analysis of a media notice plan employing multiple notice channels, including media notice, demographic considerations and media consumption habits of a target audience are required. Here, we have utilized the nationally syndicated research bureau MRI-Simmons (formerly GfK Mediamark Research, Inc.) (“MRI”)<sup>3</sup>, Basis Audience Planner<sup>4</sup>, and comScore<sup>5</sup>, to establish a qualitative target audience (inclusive of Class Members):

- Parents with Children (age 5-10)
- Parents with Children (age 11-14)
- Parents with Children (age 15-18)
- Adults aged 18-27
- State: Illinois

11. Accordingly, P&N will run banner notices on websites where Class Members may visit regularly and utilize networks based on cost efficiency and timing, as well as social media advertising on Facebook and Instagram.

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<sup>2</sup> <https://www.fjc.gov/content/301350/illustrative-forms-class-action-notices-notice-checklist-and-plain-language-guide>

<sup>3</sup> MRI-Simmons is a nationally-syndicated research tool. It is the leading supplier of multi-media audience research, and provides comprehensive reports on demographic, lifestyle, product usage and media exposure. MRI-Simmons conducts more than 30,000 personal interviews annually to gather their information and is used by more than 450 advertising agencies as the basis for the majority of media and marketing campaigns.

<sup>4</sup> Basis provides a digital advertising solution that includes advanced planning and audience measurement tools. Basis has access to more than 30 exchanges, 20 third-party data providers, six billion users and two trillion impressions per month. Basis audience measurement tools allow you to accurately forecast the audience and impression availability for the specific targets of your plan.

<sup>5</sup> comScore is a global internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and internet usage data. comScore maintains a proprietary database of more than 2 million consumers who have given comScore permission to monitor their browsing and transaction behavior, including online and offline purchasing. comScore panelists also participate in survey research that captures and integrates their attitudes.

12. We follow advertising industry best practices when designing and implementing digital notice programs. Further, we incorporate a programmatic approach to developing and implementing our digital notice programs which brings multiple consumer data points into a single platform allowing us to monitor the placement of notices on websites that Class Members may be visiting and take active, real-time measures to improve efficiencies. Furthermore, we develop a unique mix of segment targeting that are based on the metrics of a target audience.

13. A summary of the digital notice campaign is as follows:

<i><b>Network/Property</b></i>	<i><b>Target</b></i>	<i><b># of Days</b></i>	<i><b>Est. Impressions<sup>6</sup></b></i>
<i>Google Display Network</i>	Parents with Children (age 5-10)	31	12,753,840
<i>Google Display Network</i>	Parents with Children (age 11-14)	31	12,753,840
<i>Google Display Network</i>	Parents with Children (age 15-18)	31	12,753,840
<i>Google Display Network</i>	Adults aged 18-27	31	8,143,548
<i>Google Display Network</i>	Behavioral targeted to adults that have purchased/searched for school supplies	31	3,465,000
<i>Basis Network</i>	Adults that have visited primary, middle, and secondary schools (Geofence)	31	2,970,000
<i>Facebook &amp; Instagram</i>	Parents with Children (age 5-10)	31	12,342,174
<i>Facebook &amp; Instagram</i>	Parents with Children (age 11-14)	31	12,342,174
<i>Facebook &amp; Instagram</i>	Parents with Children (age 15-18)	31	12,342,174
<b>TOTAL:</b>			<b>89,866,591</b>

### **Print Notice**

14. 60% of Illinois adults with a child aged 6-17 years old and 52% of Illinois adults

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<sup>6</sup> An impression is defined as the single display of an ad on a web page.

aged 18 – 29 are medium to heavy readers of newspapers.<sup>7</sup> Accordingly, the proposed Notice Plan includes a version of the Summary Notice to be published in seven circulated newspapers in Illinois (“Print Notice”). The Print Notice will appear three times in non-consecutive days. Additionally, the Summary Notice will appear in the online version of each publication in substantially similar form to the Print Notice, in the form of a banner notice and/or posted on the Public Notice Illinois website, depending on each publication’s specifications and guidelines.

15. A summary of the Print Notice campaign is as follows:

<b><i>Publication</i></b>	<b><i>Distribution Area</i></b>	<b><i>Approx. Ad Size</i></b>	<b><i>Est. Circulation</i></b>
<i>Chicago Tribune</i>	Chicago, IL	3 col x 7”	233,029
<i>The News-Gazette</i>	Champaign/Urbana, IL	3 col x 7.5”	21,000
<i>The Journal Star</i>	Peoria, IL	3 col x 7.5”	25,097
<i>The Register Star</i>	Rockford, IL	3 col x 7.5”	14,979
<i>The State Journal</i>	Springfield, IL	3 col x 7.5”	14,000
<i>The Herald-Whig</i>	Quincy, IL	3 col x 7”	5,820
<i>The Southern Illinoian</i>	Carbondale, IL	3 col x 8”	3,000
<b>Estimated Circulation Total:</b>			<b>316,925</b>

### **Direct Notice**

16. To the extent that P&N can establish a mailing address from the Class Data through publicly available resources, we will mail the Summary Notice in the form of a postcard (“Postcard Notice”) to those Settlement Class Members by United States Postal Service (“USPS”) First Class Mail. Prior to mailing, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by USPS to ensure the accuracy and currency of Class Member address information for proper formatting and mail delivery. Should NCOA

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<sup>7</sup> 2022 MRI-Simmons Fall Doublebase USA.

provide a more current mailing address for a Class Member, we will update the address accordingly. Additionally, the addresses will be validated through the Coding Accuracy Support System (CASS) to uphold zip code precision, while Delivery Point Validation (DPV) will be employed to verify address accuracy. In instances where a Postcard Notice is returned with forwarding address information, we will re-mail to the newly provided address. For any Postcard Notices that are returned as undeliverable, we will use standard skip-tracing to obtain forwarding address information. If skip-tracing yields an alternative forwarding mailing address, we will re-mail the Postcard Notice to the address identified through the skip-tracing process.

### **Search Advertising**

17. Search-based advertising places a notice in front of users that are actively using a search engine to research a topic. Utilizing Google Ads, a select list of keywords will be developed that are relevant to the Action. When a user enters those keywords into the Google search bar, a short descriptive notice and hyperlink may appear above the search results that would direct users to the Settlement Website.

### **Settlement Website**

18. P&N will create and maintain a website, [www.GoogleEducationBIPASettlement.com](http://www.GoogleEducationBIPASettlement.com), dedicated to this Settlement (“Settlement Website”). The website address will be included in the Notices and all digital banners will link directly to the Settlement Website. The Notices and Claim Form, along with other relevant documents, will be posted on the Settlement Website, so Class Members may review and download them. The Settlement Website will also provide the ability to file an online Claim Form and will include relevant dates, answers to frequently asked questions, instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement Agreement, contact information for the Settlement Administrator, and other case-related information.



### **Dedicated Toll-Free Hotline**

19. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response (“IVR”) system where Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Class Members will also be able to request a Claim Form be mailed to them and will have the option to leave a voicemail and receive a call back from the Settlement Administrator.

### **REQUESTS FOR EXCLUSION**

20. Class Members wishing to exclude themselves may submit their request for exclusion either electronically through the Settlement Website, by email to the Settlement email address, or by mail to a dedicated Post Office Box that P&N will maintain. P&N will monitor and track all exclusion requests received, which will be provided to the Parties.

### **PLAIN LANGUAGE**

21. I have reviewed the Notices attached as Exhibits 3, 5, 6, 7, and 9 to the Settlement Agreement. These documents are intended to inform Settlement Class Members about the Settlement, are presented in plain language, are designed to be noticed, and conform to the standards set forth in the Federal Judicial Center’s 2010 *Judges Class Action Notice and Claim Process Checklist and Plain Language Guide*.

22. The body of these Notices are formatted in such a way that an individual can easily digest information to allow them to determine whether they qualify as a Settlement Class Member, identify important information and key dates, and obtain information about the Action in easy-to-read question and answer format. Important dates and deadlines will be featured in bold font, contact information for the Parties and Settlement Administrator will be provided in easy-to-read tables, where appropriate, and details about how to be excluded from the Action will be

easy to identify in the question and answer format.

### **CONCLUSION**

23. The proposed Notice Plan is designed to provide Settlement Class Members with the information necessary to understand their rights and options.

24. The proposed Notice Plan includes paid online display and social media program, newspaper print notice, search advertising, Settlement Website; a toll-free hotline, and, if available, individual direct notice to all members of the Class who can be identified through reasonable efforts. This Notice Plan will provide the best notice that is practicable under the circumstances.

25. It is my opinion, based on my expertise and experience and that of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to 735 ILCS 5/2-803 and Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its “desire to actually inform” requirement.<sup>8</sup>

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed this 5th day of September 2024 in Portland, Oregon.



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Brandon Schwartz

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<sup>8</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

## Exhibit A: CV of Brandon Schwartz

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## Brandon Schwartz

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Brandon Schwartz is the Director of Notice for EAG Gulf Coast, LLC. He is responsible for developing customized legal notice solutions for clients related to class action notice and claims administration programs.

Brandon has more than 15 years of experience designing and implementing complex notice programs. His knowledge of email and postal distribution, demographic research, reach and frequency methodology, digital and social media strategies, and Fed R. Civ 23 compliance keep clients informed of the best practices in legal notice design. He is the author of several articles pertaining to Rule 23 changes and notice design and implementation.

Brandon has designed and implemented notice campaigns for hundreds of cases in his career. Prior to joining EAG Gulf Coast, LLC, Brandon was the Director of Notice and Media for a large claims administrator where he was responsible for overseeing cases such as: *In re Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation*; *In re Sony PS3 "Other OS" Litigation*; *Gordon v. The Hain Celestial Group et al*; and *Smith, et al. v. Floor & Decor Outlets of America, Inc.*

### EDUCATION & CREDENTIALS

- Bachelor of Science, Marketing, University of Illinois at Chicago
- Bachelor of Science, Management, University of Illinois at Chicago
- Legal Notice Expert

### ARTICLES

- Legal Notice and Social Media: How to Win the Internet
- Rule 23 Changes: Avoid Delays in Class Settlement Approval
- Rule 23 Changes: How Electronic Notice Can Save Money
- Tackling Digital Class Notice with Rule 23 Changes
- What to Expect: California's Northern District Procedural Guidance Changes

### SPEAKING ENGAGEMENTS

- Class Action Law Forum: The Increase of Fraud in Class Actions and Mass Torts, Plus Ethics of Third-Party Filers, San Diego, March 13, 2024
- Class Action Law Forum: Notice and Administration: Fraud and Third-Party Filers, San Diego, CA, March 18, 2023
- Class Action Law Forum: Settlement and Notice & Claims Trends, San Diego, CA, March 18, 2022
- Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
- Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
- Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018

## SAMPLE JUDICIAL COMMENTS

- **Hymes v. Earl Enterprises Holdings**, Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

*The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.*

- **Tucker v. Marietta Area Health Care Inc.**, Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

*The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient...The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.*

- **Easter v Sound Generations**, Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers on July 14, 2023:

*The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.*

- **Hezi v. Celsius Holdings, Inc.**, Case No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

*The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.*



- **Scott Gilmore et al. v. Monsanto Company, et al.**, Case No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

*The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.*

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, Case No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

*The Court has determined that the notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- **In re Forefront Data Breach Litigation**, Case No. 1:21-cv-00887-LA (E.D. Wis.), Judge Lynn Adelman on March 22, 2023:

*The Court finds that the dissemination of Notice to Settlement Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion for a Fee Award and Costs and for Service Awards to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representatives and for a Fee Award and Costs; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.*

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, Case No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

*An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*



- **Pagan, et al. v. Faneuil, Inc.**, Case No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

*The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.*

- **LaPrairie v. Presidio, Inc., et al.**, Case No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

*The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Nelson v. Bansley & Kiener, LLP**, Case No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

*The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.*

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, Case No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

*Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement,*



- and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.*
- **Rivera, et al. v. Google LLC**, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty., Ill.), Judge Anna M. Loftus on September 28, 2022:
 

*Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.*

*The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*
  - **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, Case No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:
 

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*
  - **Hosch et al. v. Drybar Holdings LLC**, Case No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:
 

*The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*
  - **Baldwin et al. v. National Western Life Insurance Company**, 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:
 

*The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).*





- **Chapman et al. v. voestalpine Texas Holding LLC**, Case No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

*The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:*

- (a) *Constituted the best practicable notice, under the circumstances;*
- (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Hanson v. Welch Foods Inc.**, Case No. 3:20-cv-02011 (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

*The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

*Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.*

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all*



*Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Cir. Ct. Cook Cnty., Ill.), Judge Raymond W. Mitchell on September 9, 2021:

*This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

*The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.*

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- **Lisa Jones et al. v. Monsanto Company, et al.**, No. 4:19-cv-00102-BP (W.D. Mo.), Chief Judge Beth Phillips on May 13, 2021:

*The Court also notes that there has been only one objection filed, and even the Objector has not suggested that the amount of the settlement is inadequate or that the notice or the method of disseminating the notice was inadequate to satisfy the requirements of the Due Process Clause or was otherwise infirm...However, with respect to the Rule 23(e)*



*factors, the Court finds that the process used to identify and pay class members and the amount paid to class members are fair and reasonable for settlement purposes.*

- **Winters et al. v. Two Towns Ciderhouse Inc.**, No. 3:20-cv-00468-BAS-BGS (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

*The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Notice via social media resulted in 30,633,610 impressions. (Schwartz Decl. ¶4.) Radio notice via Spotify resulted in 394,054 impressions. (Id. ¶ 5.) The settlement website received 155,636 hits, and the toll-free number received 51 calls. (Id. ¶¶ 9, 14.). Thus, the Court finds the Notice complies with due process.*

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

*The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.*

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

*The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.*

- **Edward Makaron et al. v. Enagic USA, Inc.**, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

*The Court makes the following findings and conclusions regarding notice to the Class:*

*a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*

*b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and*



sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, 1:17-cv-01307 (N.D. Ill.), Judge Harry D. Leinenweber on August 8, 2019:

*The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.*

*The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.*

- **Hartig Drug Company Inc., v. Senju Pharmaceutical LTD., and Allergan, Inc.**, 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon on May 3, 2018:

*The Court approves the proposed notice program, including the Mail Notice and the Publication Notice, attached as Exhibits A and B to the Declaration of Brandon Schwartz of Garden City Group in support of Plaintiff's Unopposed Motion to Distribute Notice to the Settlement Class ("Schwartz Declaration"). The Court further approves the claim form attached as Exhibit C to the Schwartz Declaration. The Court finds that the manner of notice proposed constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of the Federal Rule of Civil Procedure 23...*

- **Gordon v. Hain Celestial Group, et al.**, 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest on September 22, 2017:

*The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order – were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.*

- **In re: Sony PS3 "Other OS" Litigation**, 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers on June 8, 2018:

*The Court finds that the program for disseminating notice to the Class provided for in the Settlement, and previously approved and directed by the Court (the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and that such Notice Program, including the approved forms of notice, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure and all other applicable laws.*



- ***In re: Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation***, 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson on June 8, 2016:

*Notice of the Settlement Agreements to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure, including the additional forms of notice as approved by the Court, has been provided in accordance with the Court's orders granting preliminary approval of these Settlements and notice of the Settlements, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and due process.*



## LEGAL NOTICE CASES

<i>Reardon et al. v. Suncoast Skin Solutions, Inc.</i> , Case No. 23-CA-000317 (Fla. 13th Jud. Cir.)
<i>Kandel et al. v. Dr. Dennis Gross Skincare LLC</i> , Case No. 1:23-cv-01967-ER (S.D.N.Y.)
<i>Tracey, et al. v. Elekta, Inc. et al.</i> , Case No. 1:21-cv-02851 (N.D. Ga.)
<i>Coleman, et al. v. United Services Automobile Association, et al.</i> , Case No. 3:21-cv-00217 (S.D. Cal.)
<i>Ralph Milan et al. v. Clif Bar &amp; Company</i> , Case No. 18-cv-02354-JD (N.D. Cal.)
<i>In re: Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation</i> (non-settlement), Case No. 19-md-2875 (D.N.J.)
<i>Ayala v. Commonwealth Health Physician Network, et al.</i> , Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. C.P.)
<i>Andrade-Heymsfield v. NextFoods, Inc.</i> , Case No. 21-cv-1446 (S.D. Cal.)
<i>In Re: Novant Health, Inc.</i> , Case No. 1:22-cv-00697 (M.D.N.C.)
<i>White v. General Motors, LLC</i> , Case No. 1:21-cv-00410 (D. Colo.)
<i>Gunaratna v. Dennis Gross Skincare, LLC, et al.</i> , Case No. 2:20-cv-02311 (C.D. Cal.)
<i>Hymes v. Earl Enterprises Holdings</i> , Case No. 6:19-cv-00644 (M.D. Fla.)
<i>Rivera, et al. v. Google LLC</i> , Case No. 19-CH-00990 (Cir. Ct. Cook Cnty., Ill.)
<i>Hezi v Celsius Holdings, Inc.</i> , Case No. 1:21-cv-09892 (S.D.N.Y.)
<i>M.S. v. Med-Data, Inc.</i> , Case No. 4:22-cv-00187 (S.D. Tex.)
<i>Quackenbush, et al. v American Honda Motor Company, Inc. et al.</i> , Case No. 3:20-cv-05599 (N.D. Cal.)
<i>McFadden v. Nationstar</i> , Case No. 1:20-cv-00166 (D.D.C.)
<i>Sanders, et al. v. Ibex Global Solutions, Inc., et al.</i> , Case No. 1:22-cv-00591 (D.D.C.)
<i>In re: Cathode Ray Tube (CRT) Antitrust Litigation</i> , Case No. 4:07-cv-05944 (N.D. Cal.)
<i>John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.</i> , Case No. 2021L00026 (15th Jud. Cir. Ct. Lee Cnty., Ill.)
<i>Gonshorowski v. Spencer Gifts, LLC</i> , Case No. ATL-L-000311-22 (N.J. Super. Ct.)
<i>In re Forefront Data Breach Litigation</i> , Case No. 1:21-cv-00887-LA (E.D. Wis.)
<i>Stewart et al. v. Albertsons Cos., Inc.</i> , Case No. 16CV15125 (Mult. Cty. Cir. Ct.)
<i>Simmons v. Assistcare Home Health Services, LLC, d/b/a Preferred Home Health Care of New York/Preferred Gold</i> , Case No. 511490/2021 (Kings Co. Sup. Ct., 2d Jud. Dist.)
<i>Terry Fabricant v. Top Flite Financial, Inc.</i> , Case No. 20STCV13837 (Cal. Super.)
<i>Riley v. Centerstone of America</i> , Case No. 3:22-cv-00662 (M.D. Tenn.)
<i>Bae v. Pacific City Bank</i> , Case No. 21STCV45922 (Cal. Super.)
<i>Tucker v. Marietta Area Health Care Inc.</i> , Case No. 2:22-cv-00184 (S.D. Ohio)
<i>Acaley v. Vimeo.com, Inc</i> , Case No. 19-CH-10873 (Cir. Ct. Cook Cnty., Ill.)
<i>Easter v Sound Generations</i> , Case No. 21-2-16953-4 (Wash. Super.)
<i>GPM v City of Los Angeles</i> , Case No. 21STCV11054 (Cal. Super.)
<i>Pagan v. Faneuil, Inc</i> , Case No. 3:22-cv-297 (E.D. Va.)
<i>Estes v. Dean Innovations, Inc.</i> , Case No. 20-CV-22946 (Mult. Cty. Cir. Ct.)
<i>Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.</i> , Case No. 21-2-03929-1 (Wash. Super.)
<i>Gilmore, et al. v. Monsanto Company, et al.</i> , Case No. 3:21-cv-8159 (N.D. Cal.)





<i>Copley v. Bactolac Pharmaceutical, Inc. et al.</i> , Case No. 2:18-cv-00575 (E.D.N.Y.)
<i>James v. CohnReznick LLP</i> , Case No. 1:21-cv-06544 (S.D.N.Y.)
<i>Doe v. Virginia Mason</i> , Case No. 19-2-26674-1 (Wash. Super.)
<i>LaPrairie v. Presidio, Inc., et al.</i> , Case No. 1:21-cv-08795 (S.D.N.Y.)
<i>Richardson v. Overlake Hospital Medical Center et al.</i> , Case No. 20-2-07460-8 (Wash. Super.)
<i>Weidman, et al. v. Ford Motor Company</i> , Case No. 2:18-cv-12719 (E.D. Mich.)
<i>Siqueiros et al. v. General Motors, LLC</i> , Case No. 3:16-cv-07244 (N.D. Cal.)
<i>Vaccaro v. Delta Drugs, II. Inc.</i> , Case No. 20STCV28871 (Cal. Super.)
<i>Hosch v. Drybar Holdings LLC</i> , Case No. 2021-CH-01976 (Cir. Ct. Cook Cnty., Ill.)
<i>Davidson v. Healthgrades Operating Company, Inc.</i> , Case No. 21-cv-01250 (D. Colo.)
<i>Baldwin et al. v. National Western Life Insurance Co.</i> , Case No. 2:21-cv-04066 (W.D. Mo.)
<i>Deien v. Seattle City Light</i> , Case No. 19-2-21999-8 (Wash. Super.)
<i>Blake Chapman et al. v. voestalpine Texas, LLC, et al.</i> , Case No. 2:17-cv-00174 (S.D. Tex.)
<i>Hanson v. Welch Foods Inc.</i> , Case No. 3:20-cv-02011 (N.D. Cal.)
<i>McMorrow v. Mondelez International, Inc.</i> , Case No. 3:17-cv-02327 (S.D. Cal.)
<i>Hadley, et al. v. Kellogg Sales Company</i> , Case No. 5:16-cv-04955 (N.D. Cal.)
<i>Miracle-Pond, et al. v. Shutterfly, Inc.</i> , Case No. 16-cv-10984 (Cir. Ct. Cook Cnty., Ill.)
<i>In Re: Sonic Corp. Customer Data Breach Litigation</i> , Case No. 1:17-md-02807 (N.D. Ohio)
<i>In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation</i> , Case No. 3:18-cv-00850 (E.D. Va.)
<i>Krommenhock, et al. v. Post Foods, LLC</i> , Case No. 3:16-cv-04958 (N.D. Cal.)
<i>Daley, et al. v. Greystar Management Services LP, et al.</i> , Case No. 2:18-cv-00381 (E.D. Wash.)
<i>Brianna Morris v. FPI Management Inc.</i> , Case No. 2:19-cv-0128 (E.D. Wash.)
<i>Kirilose Mansour v. Bumble Trading Inc.</i> , Case No. RIC1810011 (Cal. Super.)
<i>Clopp et. al. v. Pacific Market Research, LLC et. al.</i> , Case No. 21-2-08738-4 (Wash. Super.)
<i>Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.</i> , Case No. 58410 (E.D. La.)
<i>Jackson-Battle v. Navicent Health, Inc.</i> , Case No. 2020-cv-072287 (Ga Super.)
<i>Fabricant v. Amerisave Mortgage Corp</i> , Case No. 2:19-cv-04659 (C.D. Cal.)
<i>Jammeh v. HNN Assoc.</i> , Case No. 2:19-cv-00620 (W.D. Wash.)
<i>Farruggio, et al. v. 918 James Receiver, LLC et al.</i> , Case No. 3831/2017 (N.Y. Sup Ct)
<i>Winters, et al. v. Two Towns Ciderhouse Inc.</i> , Case No. 3:20-cv-00468 (S.D. Cal.)
<i>Siddle, et al. v. The Duracell Company, et al.</i> , Case No. 4:19-cv-00568 (N.D. Cal.)
<i>Lisa Jones et al. v. Monsanto Company</i> , Case No. 4:19-cv-00102 (W.D. Mo.)
<i>Makaron v. Enagic USA, Inc.</i> , Case No. 2:15-cv-05145 (C.D. Cal.)
<i>John Karpilovsky, et al. v. All Web Leads, Inc.</i> , Case No. 1:17-cv-01307 (N.D. Ill.)
<i>Hughes et al. v. AutoZone Parts Inc. et al.</i> , Case No. BC631080 (Cal. Super.)
<i>Secaucus Investors LLC and Health Care Grower, LLC v. Harmony Foundation of New Jersey, Inc. et al.</i> , Case No. BER-C-275-21 (N.J. Sup Ct.)
<i>Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections</i> , Case No. 3:17-cv-0586 (W.D. Wash.)
<i>Aaron Van Fleet, et al. v. Trion Worlds Inc.</i> , Case No. 535340 (Cal. Super.)
<i>Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i> , Case No. 1:16-cv-11675 (N.D. Ill.)
<i>Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i> , Case No. 1:16-cv-11675 (N.D. Ill.)



<i>Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.</i> , Case No. BC652939 (Cal. Super.)
<i>Cajuns for Clean Water, LLC, et al. v. Cecilia Water Corporation, et al.</i> , Case No. 82253 (La. Dist.)
<i>In re: Sony PS3 "Other OS" Litigation</i> , Case No. 4:10-cv-01811 (N.D. Cal.)
<i>In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation</i> , Case No. 3:12-cv-00169 (D.N.J.)
<i>In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation</i> , Case No. 3:12-cv-00711 (D.N.J.)
<i>Hartig Drug Company Inc., v. Senju Pharmaceutical et. al.</i> , Case No. 1:14-cv-00719 (D. Del.)
<i>Gordon v. The Hain Celestial Group, et al.</i> , Case No. 1:16-cv-06526 (S.D.N.Y.)
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico – Economic and Property Damages Settlement</i> , MDL No. 2179 (E.D. La.)
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico –Medical Benefits Settlement</i> , MDL No. 2179 (E.D. La.)
<i>In re: Google Inc. Cookie Placement Consumer Privacy Litigation</i> , MDL No. 2358 (D. Del.)
<i>In re: Pool Products Distribution Market Antitrust Litigation</i> , MDL No. 2128 (E.D. La.)
<i>In re: Polyurethane Foam Antitrust Litigation</i> , MDL No. 2196 (N.D. Ohio)
<i>In re: Processed Egg Products Antitrust Litigation</i> , MDL No. 2002 (E.D. Pa.)
<i>In re: The Flintkote Company and Flintkote Mines Limited</i> , Case No. 1:04-bk-11300 (Bankr. D. Del.)
<i>In re: Prograf (Tacrolimus) Antitrust Litigation</i> , MDL No. 2242 (D. Mass.)
<i>Markos v. Wells Fargo Bank, N.A.</i> , Case No. 1:15-cv-01156 (N.D. Ga.)
<i>Cross v. Wells Fargo Bank, N.A.</i> , Case No. 1:15-cv-01270 (N.D. Ga.)
<i>Ferrick v. Spotify USA Inc.</i> , Case No. 1:16-cv-08412 (S.D.N.Y.)
<i>In re: Parmalat Securities Litigation</i> , MDL No. 1653 (S.D.N.Y.)
<i>Smith v. Floor and Décor Outlets of America, Inc.</i> , Case No. 1:15-cv-04316 (N.D. Ga.)
<i>Schwartz v. Intimacy in New York, LLC</i> , Case No. 1:13-cv-05735 (S.D.N.Y.)
<i>In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation</i> , MDL No. 2426 (D. Me.)
<i>Young v. Wells Fargo &amp; Co</i> , Case No. 4:08-cv-00507 (S.D. Iowa)
<i>In re: Credit Default Swaps Antitrust Litigation</i> , MDL No. 2476 (S.D.N.Y.)
<i>Anthony Frank Lasseeter et. al. v. Rite-Aid</i> , Case No. 09-cv-2013-900031 (Ala. Cir. Ct.)
<i>Khoday v. Symantec Corp.</i> , Case No. 0:11-cv-00180 (D. Minn.)
<i>MacKinnon, Jr v. IMVU</i> , Case No. 1-11-cv-193767 (Cal. Super.)
<i>Ebarle et al. v. LifeLock, Inc.</i> , Case No. 3:15-cv-00258 (N.D. Cal.)
<i>Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner")</i> , Case No. 1:15-cv-05880 (S.D.N.Y.)
<i>Schwartz v. Avis Rent A Car System</i> , Case No. 2:11-cv-04052 (D.N.J.)
<i>Klein v. Budget Rent A Car System</i> , Case No. 2:12-cv-07300 (D.N.J.)
<i>Pietrantonio v. Kmart Corporation</i> , Case No. 15-5292 (Mass. Cmmw.)
<i>Cox et al. v. Community Loans of America, Inc., et al.</i> , Case No. 4:11-cv-00177 (M.D. Ga.)
<i>Vodenichar et al. v. Halcón Energy Properties, Inc. et al.</i> , Case No. 2013-512 (Pa. Com. Pleas)
<i>State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.</i> , Case No. 1208 10246 (Or. Cir.)
<i>Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med</i> , Case No. 0:13-cv-62019 (S.D. Fla.)
<i>Splater et al. v. Thermal Ease Hydronic Systems, Inc. et al.</i> , Case No. 03-2-33553-3 (Wash. Super.)
<i>Phillips v. Bank of America</i> , Case No. 15-cv-00598 (Cal. Super.)
<i>Ziwczyn v. Regions Bank and American Security Insurance Co.</i> , Case No. 1:15-cv-24558 (S.D. Fla)





<i>Dorado vs. Bank of America, N.A.</i> , Case No. 1:16-cv-21147 (S.D. Fla)
<i>Glass v. Black Warrior Electric</i> , Case No. cv-2014-900163 (Ala. Cir.)
<i>Beck v. Harbor Freight Tools USA, Inc.</i> , Case No. 15-cv-00598 (Ohio Com. Pleas)
<i>Ligon v. City of New York, et al.</i> , Case No. 12-cv-2274 (S.D.N.Y.)
<i>Abdellahi, et al. vs. River Metals Recycling, LLC</i> , Case No. 13-CI00095 (Ky. Cir.)
<i>Alegre v. XPO Last Mile, Inc.</i> , Case No. 2:15-cv-02342 (D.N.J.)
<i>Jack Leach et al. v. E.I. du Pont de Nemours and Co.</i> , Case No. 01-C-608 (W. Va. Cir.)
<i>Hayes, et al. v. Citizens Financial Group Inc., et al.</i> , Case No. 1:16-cv-10671 (D. Mass.)
<i>In re: Foreign Exchange Benchmark Rates Antitrust Litigation</i> , Case No. 1:13-cv-07789 (S.D.N.Y.)
<i>Flo &amp; Eddie, Inc. v. Sirius XM Radio, Inc.</i> , Case No. 2:13-cv-05693 (C.D. Cal.)
<i>Cozzitorto vs. American Automobile Association of Northern California, Nevada &amp; Utah</i> , Case No. C13-02656 (Cal. Super.)
<i>Filannino-Restifo, et al. v. TD Bank, N.A.</i> , Case No. 0:18-cv-01159 (D.N.J.)
<i>United States v. Takata Corporation</i> , Case No. 2:16-cv-20810 (E.D. Mich.)
<i>Free Range Content, Inc. v. Google Inc.</i> , Case No. 5:14-cv-02329 (N.D. Cal.)
<i>Bautista v. Valero Marketing and Supply Company</i> , Case No. 3:15-cv-05557 (N.D. Cal.)
<i>Devin Forbes and Steve Lagace -and- Toyota Canada Inc.</i> , Case No. cv-16-70667 (Ont. Super. Ct.)
<i>Thierry Muraton -and- Toyota Canada Inc.</i> , Case No. 500-06-000825-162 (Que. Super. Ct.)
<i>In re: Residential Schools Class Action Litigation</i> , Case No. 00-cv-192059 (Ont. Super. Ct.)
<i>In re: Tricor Antitrust Litigation</i> , Case No. 05-340 (D. Del.)
<i>Masztal v. City of Miami</i> , Case No. 3D06-1259 (Fla. Dist. App.)
<i>In re: Tribune Company, et al.</i> , Case No. 08-13141 (D. Del.)
<i>Marian Perez v. Tween Brands Inc.</i> , Case No. 14-cv-001119 (Ohio Com. Pleas)
<i>Ferguson v. Safeco</i> , Case No. DV 04-628B (Mont. Dist.)
<i>Williams v. Duke Energy</i> , Case No. 1:08-cv-00046 (S.D. Ohio)
<i>Boone v. City of Philadelphia</i> , Case No. 2:05-cv-01851 (E.D. Pa.)
<i>In re: Lehman Brothers Inc.</i> , Case No. 08-13555, 08-01420 (Bankr. S.D.N.Y.)
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation</i> , MDL No. 1796 (D.D.C.)
<i>In re: Countrywide Customer Data Breach Litigation</i> , MDL No. 1998 (W.D. Ky.)
<i>In re: Checking Account Overdraft Litigation</i> , MDL No. 2036 (S.D. Fla.)
<i>In re: Heartland Data Security Breach Litigation</i> , MDL No. 2046 (S.D. Tex.)
<i>Schulte v. Fifth Third Bank</i> , Case No. 1:09-cv-06655 (N.D. Ill.)
<i>Mathena v. Webster Bank, N.A.</i> , Case No. 3:10-cv-01448 (D. Conn.)
<i>Delandro v. County of Allegheny</i> , Case No. 2:06-cv-00927 (W.D. Pa.)
<i>Trombley v. National City Bank</i> , Case No. 1:10-cv-00232 (D.D.C.)
<i>Fontaine v. Attorney General of Canada</i> , Case No. 00-cv-192059 CP (Ont. Super. Ct.)
<i>Marolda v. Symantec Corp.</i> , Case No. 3:08-cv-05701 (N.D. Cal.)



## Exhibit B: CV of EisnerAmper

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# Class & Mass Action Settlement Administration

## Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

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# Sample Case Experience\*



## Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



## Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



## Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)<sup>4</sup>
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



## Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)<sup>1</sup>
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)<sup>1</sup>
- In re: Paraquat Products Liability Litigation (MDL 3004)<sup>1</sup>
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)<sup>2</sup>
- Essure Product Liability Settlement<sup>3</sup>
- Porter Ranch (JCCP 4861)



## Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



## Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



## Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

*\*Work performed as Postlethwaite & Netterville, APAC (P&N)*

*<sup>1</sup>Services provided in cooperation with the Court-Appointed Special Master*

*<sup>2</sup>Appointed As Common Benefit Trustee*

*<sup>3</sup>Inventory Settlement*

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.

# EAG Claims Administration Experience

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## SAMPLE JUDICIAL COMMENTS

- ***Hezi v. Celsius Holdings, Inc.***, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

*The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .*

- ***Scott Gilmore et al. v. Monsanto Company, et al.***, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

*The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.*

- ***John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.***, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

*The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- ***Sanders et al. v. Ibex Global Solutions, Inc. et al.***, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

*An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Vaccaro v. Super Care, Inc.,** No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

*The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.*

- **Gonshorowski v. Spencer Gifts, LLC,** No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

*The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.*

- **Vaccaro v. Delta Drugs II, Inc.,** No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

*The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.*

- **Pagan, et al. v. Faneuil, Inc.,** No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

*The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.*





- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

*The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

*The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.*

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

*Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.*



- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

*Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.*

*The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

- **Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

*The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed*





*Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

*The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).*

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

*The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:*

- (a) *Constituted the best practicable notice, under the circumstances;*
- (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).*



- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

*The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

*The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

*The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.*

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

*Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including*



*individual notice to all Settlement Class Members who could be identified through reasonable effort.*

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

*Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.*

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

*The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class....was the best practicable notice under the circumstances. The Class Notice program....was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....*

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

*The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.*



- ***Hadley, et al. v. Kellogg Sales Company***, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- ***Miracle-Pond, et al. v. Shutterfly, Inc.***, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

*This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

- ***Jackson-Battle, et al. v. Navicent Health, Inc.***, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).*

- ***In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation***, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

*The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable*



*under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.*

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- **Winters, et al. v. Two Towns Ciderhouse, Inc.**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

*The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process....With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.*

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

*The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.*



- ***Fabricant v. Amerisave Mortgage Corporation***, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

*The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.*

- ***Snyder, et al. v. U.S. Bank, N.A., et al.***, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

*The Court makes the following findings and conclusions regarding notice to the Settlement Class:*

*a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*  
*b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

- ***Edward Makaron et al. v. Enagic USA, Inc.***, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

*The Court makes the following findings and conclusions regarding notice to the Class:*

*a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*  
*b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably*





*calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

*The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.*

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

*The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.*

*The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.*

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

*The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.*



- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

*Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.*

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

*After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:*

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*
- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*





- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*



# **Exhibit 9**



**Illinois residents who, while they were enrolled in a school in Illinois, at any time between March 26, 2015 and [the date of Preliminary Approval], had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education account(s) may be entitled to payment from a class action settlement.**

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**Illinois residents who, while they were enrolled in a school in Illinois, at any time between March 26, 2015 and [the date of Preliminary Approval], had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education account(s) may be entitled to payment from a class action settlement.**

**LEARN MORE**



# G Suite

for education

**Illinois residents who, while they were enrolled in a school in Illinois, at any time between March 26, 2015 and [the date of Preliminary Approval], had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education account(s) may be entitled to payment from a class action settlement.**

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**Illinois residents who, while they were enrolled in a school in Illinois, at any time between March 26, 2015 and [the date of Preliminary Approval], had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education account(s) may be entitled to payment from a class action settlement.**

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**Illinois residents who, while they were enrolled in a school in Illinois, at any time between March 26, 2015 and [the date of Preliminary Approval], had the Voice Match or Face Match feature enabled in their Google Workspace for Education or G Suite for Education account(s) may be entitled to payment from a class action settlement.**

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# **Exhibit 10-1**



**CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT  
COUNTY OF MCDONOUGH, STATE OF ILLINOIS**

H.K. and J.C., through their father and legal guardian CLINTON FARWELL, and M.W., through her mother and legal guardian ELIZABETH WHITEHEAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2020LL00017

Judge: Hon. Heidi A. Benson

**STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES AND  
EXPENSES**

Plaintiffs H.K. and J.C., through their father and legal guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead and Defendant Google LLC ("Google") (collectively, "the Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Ahdoot & Wolfson, PC (the "Firm"), Robert R. Ahdoot, and Tina Wolfson, each, desire to give an undertaking (the "Undertaking") for repayment of its share of the award of attorneys' fees and expenses approved by the Court that have been paid out of the Settlement Fund [as this term is defined in the Settlement Agreement filed in this Action ("Settlement Agreement")], and

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

NOW, THEREFORE, the undersigned counsel, on behalf of themselves individually and as agents for the Firm, hereby submit themselves individually and the Firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, the undersigned counsel individually, the Firm, and the Firm's shareholders, members, and/or partners (collectively, the "Firm") submit to the jurisdiction of the Circuit Court for the 9th Judicial District County of McDonough, State of Illinois, for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

In the event that the Final Order and Judgment, or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated, the Firm shall, within thirty (30) days repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the total amount of the portion of the Fee and Expense Award actually paid to the Firm from the Settlement Fund.

In the event the Final Order and Judgment are upheld, but the Fee and Expense Award, or any portion thereof, are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall within thirty (30) days repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the attorneys' fees and expenses actually paid to the Firm from the Settlement Fund in the amount vacated or modified.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firm fails to repay to the Settlement Fund any of attorneys' fees and costs that are subject this Undertaking, the Court shall, upon application of Google, and notice to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm and the undersigned counsel individually, in the amounts that are owed pursuant to the terms and conditions of this Undertaking, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that he / she has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

This Undertaking may be executed by the parties below in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

The undersigned declare under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure and under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: \_\_\_\_\_

AHDOOT & WOLFSON, PC

\_\_\_\_\_  
By: Robert R. Ahdoot,  
on behalf of Ahdoot & Wolfson, PC

DATED: \_\_\_\_\_

ROBERT R. AHDOOT

---

By: Robert R. Ahdoot, individually

DATED: \_\_\_\_\_

TINA WOLFSON

---

By: Tina Wolfson, individually

# **Exhibit 10-2**

**CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT  
COUNTY OF MCDONOUGH, STATE OF ILLINOIS**

H.K. and J.C., through their father and legal guardian CLINTON FARWELL, and M.W., through her mother and legal guardian ELIZABETH WHITEHEAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2020LL00017

Judge: Hon. Heidi A. Benson

**STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES AND  
EXPENSES**

Plaintiffs H.K. and J.C., through their father and legal guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead and Defendant Google LLC ("Google") (collectively, "the Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Carey Rodriguez, LLP (the "Firm"), and John C. Carey, each, desire to give an undertaking (the "Undertaking") for repayment of its share of the award of attorneys' fees and expenses approved by the Court that have been paid out of the Settlement Fund [as this term is defined in the Settlement Agreement filed in this Action ("Settlement Agreement")], and

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

NOW, THEREFORE, the undersigned counsel, on behalf of themselves individually and as agents for the Firm, hereby submit themselves individually and the Firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, the undersigned counsel individually, the Firm, and the Firm's shareholders, members, and/or partners (collectively, the "Firm") submit to the jurisdiction of the Circuit Court for the 9th Judicial District County of McDonough, State of Illinois, for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

In the event that the Final Order and Judgment, or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated, the Firm shall, within thirty (30) days repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the total amount of the portion of the Fee and Expense Award actually paid to the Firm from the Settlement Fund.

In the event the Final Order and Judgment are upheld, but the Fee and Expense Award, or any portion thereof, are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall within thirty (30) days repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the attorneys' fees and expenses actually paid to the Firm from the Settlement Fund in the amount vacated or modified.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firm fails to repay to the Settlement Fund any of attorneys' fees and costs that are subject this Undertaking, the Court shall, upon application of Google, and notice to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm and the undersigned counsel individually, in the amounts that are owed pursuant to the terms and conditions of this Undertaking, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that he / she has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

This Undertaking may be executed by the parties below in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

The undersigned declare under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure and under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: \_\_\_\_\_

CAREY RODRIGUEZ, LLP

\_\_\_\_\_  
By: John C. Carey  
On behalf of Carey Rodriguez, LLP



DATED: \_\_\_\_\_

JOHN C. CAREY

\_\_\_\_\_

By: John C. Carey, individually

# **Exhibit 10-3**

**CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT  
COUNTY OF MCDONOUGH, STATE OF ILLINOIS**

H.K. and J.C., through their father and legal guardian CLINTON FARWELL, and M.W., through her mother and legal guardian ELIZABETH WHITEHEAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2020LL00017

Judge: Hon. Heidi A. Benson

**STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES AND  
EXPENSES**

Plaintiffs H.K. and J.C., through their father and legal guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead and Defendant Google LLC ("Google") (collectively, "the Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Bursor & Fisher, P.A. (the "Firm"), Scott A. Bursor, and L. Timothy Fisher, each, desire to give an undertaking (the "Undertaking") for repayment of its share of the award of attorneys' fees and expenses approved by the Court that have been paid out of the Settlement Fund [as this term is defined in the Settlement Agreement filed in this Action ("Settlement Agreement")], and

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

NOW, THEREFORE, the undersigned counsel, on behalf of themselves individually and as agents for the Firm, hereby submit themselves individually and the Firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, the undersigned counsel individually, the Firm, and the Firm's shareholders, members, and/or partners (collectively, the "Firm") submit to the jurisdiction of the Circuit Court for the 9th Judicial District County of McDonough, State of Illinois, for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

In the event that the Final Order and Judgment, or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated, the Firm shall, within thirty (30) days repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the total amount of the portion of the Fee and Expense Award actually paid to the Firm from the Settlement Fund.

In the event the Final Order and Judgment are upheld, but the Fee and Expense Award, or any portion thereof, are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall within thirty (30) days repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the attorneys' fees and expenses actually paid to the Firm from the Settlement Fund in the amount vacated or modified.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firm fails to repay to the Settlement Fund any of attorneys' fees and costs that are subject this Undertaking, the Court shall, upon application of Google, and notice to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm and the undersigned counsel individually, in the amounts that are owed pursuant to the terms and conditions of this Undertaking, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that he / she has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

This Undertaking may be executed by the parties below in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

The undersigned declare under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure and under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: \_\_\_\_\_

BURSOR & FISHER, P.A.

\_\_\_\_\_  
By: Scott A. Bursor  
On behalf of Bursor & Fisher, P.A.

DATED: \_\_\_\_\_

SCOTT A. BURSOR

\_\_\_\_\_

By: Scott A. Bursor, individually

DATED: \_\_\_\_\_

L. TIMONTHY FISHER

\_\_\_\_\_

By: L. Timothy Fisher, individually

# **Exhibit 10-4**

**CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT  
COUNTY OF MCDONOUGH, STATE OF ILLINOIS**

H.K. and J.C., through their father and legal guardian CLINTON FARWELL, and M.W., through her mother and legal guardian ELIZABETH WHITEHEAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2020LL00017

Judge: Hon. Heidi A. Benson

**STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES AND  
EXPENSES**

Plaintiffs H.K. and J.C., through their father and legal guardian Clinton Farwell, and M.W., through her mother and legal guardian, Elizabeth Whitehead and Defendant Google LLC ("Google") (collectively, "the Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Hedin L.L.P. (the "Firm"), and Frank S. Hedin, each, desire to give an undertaking (the "Undertaking") for repayment of its share of the award of attorneys' fees and expenses approved by the Court that have been paid out of the Settlement Fund [as this term is defined in the Settlement Agreement filed in this Action ("Settlement Agreement")], and

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.



NOW, THEREFORE, the undersigned counsel, on behalf of themselves individually and as agents for the Firm, hereby submit themselves individually and the Firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, the undersigned counsel individually, the Firm, and the Firm's shareholders, members, and/or partners (collectively, the "Firm") submit to the jurisdiction of the Circuit Court for the 9th Judicial District County of McDonough, State of Illinois, for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

In the event that the Final Order and Judgment, or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated, the Firm shall, within thirty (30) days repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the total amount of the portion of the Fee and Expense Award actually paid to the Firm from the Settlement Fund.

In the event the Final Order and Judgment are upheld, but the Fee and Expense Award, or any portion thereof, are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall within thirty (30) days repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the attorneys' fees and expenses actually paid to the Firm from the Settlement Fund in the amount vacated or modified.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firm fails to repay to the Settlement Fund any of attorneys' fees and costs that are subject this Undertaking, the Court shall, upon application of Google, and notice to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm and the undersigned counsel individually, in the amounts that are owed pursuant to the terms and conditions of this Undertaking, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that he / she has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

This Undertaking may be executed by the parties below in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

The undersigned declare under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure and under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: \_\_\_\_\_

HEDIN, L.L.P.

\_\_\_\_\_  
By: Frank S. Hedin  
On behalf of Hedin, L.L.P.

DATED: \_\_\_\_\_

FRANK S. HEDIN

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By: Frank S. Hedin, individually