

**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

Filed  
10/17/2025 3:06 PM  
Ian A. Fischer  
Circuit Clerk

**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 October 14, 2025, on Plaintiffs' Unopposed Motion for Final Approval of Class Action 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 Plaintiffs' Motion for Attorneys' Fees

---

<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.

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

**IT IS 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, Eisner Amper (formerly Postlethwaite & Netterville, APAC) 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.

### **GUARDIAN AD LITEM**

8. Pursuant to this Court's Order Appointing GAL for Settlement Review, Emily Sutton served as Guardian ad Litem of minor class members. This Court finds that Ms. Sutton performed all duties thus far required to ensure the fairness and reasonableness of the Settlement on behalf of minor class members.

9. The Court finds that Ms. Sutton extensively reviewed the Motion for Preliminary Approval, Settlement Agreement, and the Motion and its exhibits, met and conferred with the parties, collaborated with the parties to revise the Settlement Agreement and its exhibits, and appeared at the Final Approval hearing, at which she reported that she had no objections to the Settlement. Accordingly, the Court awards Emily Sutton of Sutton Law & Mediation, P.C. a total of \$3,280.00, in fees, payable out of the Net Settlement Fund.

### **EXCLUSIONS AND OBJECTIONS**

10. 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 no 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**

11. 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**

12. 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.

13. The Court hereby grants Plaintiffs' Motion for Attorneys' Fees and Expenses and for Payments. Class Counsel is hereby awarded 40% of the Settlement Fund, which amounts to \$3,500,000.00 in reasonable attorneys' fees and expenses 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**

14. 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**

15. 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**

16. 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**

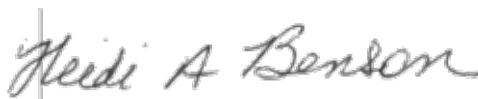
17. The provisions of the Settlement Agreement and the relief provided to the Settlement Class therein are hereby fully incorporated into this Final Judgment.

#### **ENTRY OF FINAL JUDGMENT**

18. 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: 10/17/2025

A handwritten signature in cursive script that reads "Heidi A. Benson". The signature is written in dark ink and is positioned above a horizontal line.

CIRCUIT COURT JUDGE