

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into by Plaintiffs Lindabeth Rivera, Joseph Weiss, Michael Azzano, Brandon Molander, and Nicholas Marquez (“**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 March 1, 2016, Plaintiff Rivera filed a putative class action captioned *Rivera v. Google Inc.*, No. 1:16-cv-02714 (“**Rivera Federal Action**”) in the United States District Court for the Northern District of Illinois (“**Northern District of Illinois**”), alleging claims for damages and other legal and equitable remedies resulting from Defendant’s alleged unlawful collection, storage, and use of Plaintiff’s and other similarly situated individuals’ alleged biometric identifiers and biometric information (collectively, “biometric data”), in connection with Google Photos, without informed written consent, and in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”) (*Rivera Federal Action*, ECF No. 1).

WHEREAS, on March 4, 2016, Plaintiff Weiss filed a putative class action captioned *Weiss v. Google Inc.*, No. 1:16-cv-02870 (“**Weiss Federal Action**”) against Google alleging violations of BIPA in connection with Google Photos in the Northern District of Illinois (*Weiss Federal Action*, ECF No. 1).

WHEREAS, on or about May 24, 2016, the Northern District of Illinois terminated the *Weiss Federal Action*, placed the complaint in that case on the docket in the *Rivera Federal Action*, and consolidated the two actions there (*Weiss Federal Action*, ECF No. 33; *Rivera Federal Action*, ECF No. 36).

WHEREAS, Google filed a motion to dismiss the consolidated *Rivera* and *Weiss Federal Actions* on June 17, 2016 (*Rivera Federal Action*, ECF Nos. 48, 49), which the Plaintiffs in that action opposed (*Rivera Federal Action*, ECF No. 51), and in support of which Google filed a reply (*Rivera Federal Action*, ECF No. 52).

WHEREAS, the Northern District of Illinois denied Google’s motion to dismiss the consolidated *Rivera* and *Weiss Federal Actions*. *See Rivera v. Google Inc.*, 238 F. Supp. 3d 1088 (N.D. Ill. 2017) (*Rivera Federal Action*, ECF No. 60).

WHEREAS, on March 9, 2017, Google filed a motion to amend the Court’s order denying its motion to dismiss to include a certification permitting an interlocutory appeal of the order pursuant to 28 U.S.C. § 1292(b), and a motion to stay the case pending such appeal (*Rivera Federal Action*, ECF Nos. 66, 67), which the Plaintiffs in that action opposed (*Rivera Federal Action*, ECF No. 68), and in support of which Google filed a reply (*Rivera Federal Action*, ECF No. 69).

WHEREAS, on June 27, 2017, the Northern District of Illinois denied Google's motion for certification of interlocutory appeal and to stay the *Rivera* Federal Action pending such appeal (*Rivera* Federal Action, ECF No. 76).

WHEREAS, on April 23, 2018, Google moved for summary judgment in the consolidated *Rivera* and *Weiss* Federal Actions, raising an Article III standing challenge and other defenses (*Rivera* Federal Action, ECF Nos. 151-55), which the Plaintiffs in that action opposed (*Rivera* Federal Action, ECF No. 166), and in support of which Google filed a reply (*Rivera* Federal Action, ECF Nos. 177-80).

WHEREAS, on December 29, 2018, the Northern District of Illinois granted Google's motion for summary judgment on the ground that Plaintiffs *Rivera* and *Weiss* lacked Article III standing to pursue their claims in federal court. *See Rivera v. Google, Inc.*, 366 F. Supp. 3d 998 (N.D. Ill. 2018) (*Rivera* Federal Action, ECF Nos. 206, 207).

WHEREAS, on January 24, 2019, Plaintiffs *Rivera* and *Weiss* appealed the order granting summary judgment to Google to the United States Court of Appeals for the Seventh Circuit (*Rivera v. Google LLC*, No. 19-1182 (7th Cir.)).

WHEREAS, also on January 24, 2019, Plaintiffs *Rivera* and *Weiss* filed a putative class action, captioned *Rivera v. Google LLC*, No. 2019-CH-00990 ("***Rivera* State Action**"), in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, 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 data, in connection with Google Photos, without informed written consent, and in violation of BIPA.

WHEREAS, on February 8, 2019, Google cross-appealed the District Court's order denying Google's motion to dismiss the *Rivera* Federal Action (*Google LLC v. Rivera*, No. 19-1242 (7th Cir.)) ("**Google's Cross-Appeal**").

WHEREAS, on February 12, 2019, the Seventh Circuit issued an order requiring jurisdictional briefing on Google's Cross-Appeal (Google's Cross-Appeal, ECF No. 3).

WHEREAS, on February 25, 2019, Google filed its jurisdictional memorandum in response to the Seventh Circuit's order (Google's Cross-Appeal, ECF No. 15) and, on March 6, 2019, Plaintiffs filed a response to that jurisdictional memorandum (Google's Cross-Appeal, ECF No. 19).

WHEREAS, on June 17, 2019, this Court stayed the *Rivera* State Action pending resolution of the appeal in the *Rivera* Federal Action, in response to a motion filed by Google, which Plaintiffs in the *Rivera* State Action opposed.

WHEREAS, on September 26, 2019, plaintiffs Michael Azzano and Noe Gamboa filed a related putative class action, captioned *Azzano v. Google LLC*, No. 2019-CH-11153 ("**Azzano State Action**") in the Circuit Court of Cook County, Illinois, County Department, Chancery

Division, 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 data, in connection with Google Photos, without informed written consent, in violation of BIPA.

WHEREAS, on or about December 3, 2019, Google moved to stay the *Azzano* State Action, which Plaintiffs opposed at a presentment hearing by the Court on Google's motion to stay held on December 9, 2019.

WHEREAS, on December 9, 2019, this Court stayed the *Azzano* State Action pending resolution of the appeal in the *Rivera* Federal Action.

WHEREAS, on February 6, 2020, Plaintiff Molander filed a putative class action captioned *Molander v. Google LLC*, No. 5:20-cv-00918 ("**Molander Federal Action**") in the United States District Court for the Northern District of California alleging claims for damages and other legal and equitable remedies resulting from Defendant's alleged unlawful collection, storage, and use of Plaintiff's and other similarly situated individuals' alleged biometric data, in connection with Google Photos, without informed written consent, and in violation of BIPA (*Molander* Federal Action, ECF No. 1).

WHEREAS, on June 18, 2020, Google moved to dismiss, transfer, or stay the *Molander* Federal Action (*Molander* Federal Action, ECF No. 35), which motion Plaintiff Molander opposed (*Molander* Federal Action, ECF No. 39), and in support of which Google filed a reply (*Molander* Federal Action, ECF No. 45).

WHEREAS, on July 22, 2020, the Northern District of California stayed the *Molander* Federal Action pending resolution of the *Rivera* Federal Action (*Molander* Federal Action, ECF No. 47).

WHEREAS, on March 23, 2020, Plaintiff Marquez filed a putative class action captioned *Marquez v. Google LLC*, No. 20-CH-500 ("**Marquez State Action**") in the Circuit Court of the Twelfth Judicial District, Will County, Joliet, Illinois alleging claims for damages and other legal and equitable remedies resulting from Defendant's alleged collection, storage, and use of Plaintiff's and other similarly situated individuals' biometric data, in connection with Google Photos, without informed written consent, and in violation of BIPA.

WHEREAS, on July 29, 2020, Google removed the *Marquez* State Action to the Northern District of Illinois, No. 1:20-cv-04454 ("**Marquez Federal Action**").

WHEREAS, on August 28, 2020, Plaintiff Marquez filed a motion to remand his claim for violation of Section 15(a) of BIPA back to the Circuit Court of the Twelfth Judicial District, Will County, Joliet, Illinois, for lack of Article III standing (*Marquez* Federal Action, ECF No. 11), which Google opposed (*Marquez* Federal Action, ECF No. 15), and in support of which Plaintiff Marquez filed a reply (*Marquez* Federal Action, ECF No. 16).

WHEREAS, on October 27, 2020, the Northern District of Illinois granted Plaintiff Marquez's motion to remand and remanded his claim under Section 15(a) of BIPA back to the Circuit Court of the Twelfth Judicial District, Will County, Joliet, Illinois (*Marquez Federal Action*, ECF No. 18).

WHEREAS, on January 20, 2021, Plaintiff Marquez voluntarily dismissed without prejudice his claim under Section 15(b) of BIPA pursuant to Fed. R. Civ. P. 41(a)(1) (*Marquez Federal Action*, ECF No. 24), and thereafter the *Marquez State Action* was transferred to the Circuit Court of Cook County and consolidated with the *Rivera State Action*.

WHEREAS, on December 2, 2020, and in light of *Bryant v. Compass Group USA, Inc.*, 958 F.3d 617 (7th Cir. 2020) and *Fox v. Dakota Integrated Sys., LLC*, 980 F.3d 1146 (7th Cir. 2020), Google filed a Motion for Relief from Judgment and Indicative Ruling in the *Rivera Federal Action* (*Rivera Federal Action*, ECF No. 232). Google's motion asked the Northern District of Illinois to issue an indicative ruling stating that, if the Seventh Circuit were to remand the then-pending appeal in the *Rivera Federal Action*, then the Northern District of Illinois would grant Google's motion for Rule 60(b)(6) relief and vacate the Court's order granting summary judgment to Google on Plaintiffs' claim under Section 15(b) of BIPA.

WHEREAS, on December 23, 2020, the Northern District of Illinois granted Google's motion and stated that "if the Seventh Circuit were to remand this case, then this Court would vacate the judgment that the Plaintiffs lack Article III standing to pursue the claims under Section 15(b) of the Illinois Biometric Information Privacy Act. The judgment would remain intact that the Plaintiffs lack Article III standing under Section 15(a) of the Act." (*Rivera Federal Action*, ECF No. 235).

WHEREAS, on January 21, 2021, the Seventh Circuit issued its mandate remanding the *Rivera Federal Action* to the Northern District of Illinois (*Rivera Federal Action*, ECF No. 237).

WHEREAS, on January 22, 2021, Plaintiffs Rivera and Weiss moved to stay the *Rivera Federal Action* in favor of the *Rivera State Action* (*Rivera Federal Action*, ECF No. 238).

WHEREAS, Google opposed Plaintiffs' motion to stay the *Rivera Federal Action* (*Rivera Federal Action*, ECF No. 242), Plaintiffs filed a reply (*Rivera Federal Action*, ECF No. 243), and Google filed a sur-reply (*Rivera Federal Action*, ECF No. 249).

WHEREAS, on March 10, 2021, Plaintiffs moved to lift the stay in the *Rivera State Action*.

WHEREAS, on June 17, 2021, the Circuit Court of Cook County granted Plaintiffs' motion to lift the stay of the *Rivera State Action*, and on August 30, 2021, the Northern District of Illinois granted Plaintiffs' motion to stay the *Rivera Federal Action* (*Rivera Federal Action*, ECF No. 258).

WHEREAS, throughout the course of the litigation described above, the Parties engaged in extensive arm's-length settlement negotiations, which included participation in numerous mediation sessions, including an all-day mediation in August 2018 with the Honorable Layn R. Phillips (Ret.), a multiple-months-long mediation in 2019 and 2020 with Seventh Circuit Mediator

Jillisa Brittan, an August 2021 all-day mediation with Judge Phillips, a December 2021 all-day mediation with the Honorable Stuart E. Palmer (Ret.) of JAMS, two additional all-day mediation sessions in January 2022 with Judge Palmer, 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, Plaintiffs have investigated, developed, and thoroughly litigated the *Rivera* Federal Action, conducted extensive discovery in the *Rivera* Federal Action (including the depositions of Google employees and review of hundreds of thousands of documents), have analyzed the legal issues in the *Rivera* Federal Action and the later-filed cases, have retained and consulted with experts, have engaged in extensive motion practice in the *Rivera* Federal Action and the later-filed cases, have kept abreast of the changing legal landscape as it pertains to the *Rivera* Federal Action and the later-filed cases, 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 *Rivera* Federal Action, the *Weiss* Federal Action, the *Rivera* State Action, the *Azzano* State Action, the *Molander* Federal Action, the *Marquez* State Action, and the *Marquez* Federal Action (collectively, the "Google Photos BIPA Cases"). 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 Google Photos BIPA Cases (or any infirmity in the defenses it has asserted or could assert in the Google Photos BIPA Cases), 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 Google Photos BIPA Cases 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 Google Photos BIPA Cases.

WHEREAS, the Parties believe that this Agreement resolving the Google Photos BIPA Cases 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 Google Photos BIPA Cases 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 *Rivera* State Action, and in the other Google Photos BIPA Cases, including any further discovery or motion practice, pending final and binding approval from the Court presiding over the *Rivera* State 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 of Cook County of a Final Order and Judgment approving the settlement and directing the implementation of the terms and conditions of this Agreement, the Google Photos BIPA Cases 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 **“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.

1.2 **“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.

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

1.4 **“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.

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

1.6 **“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.

1.7 **“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.

1.8 **“Class” or “Settlement Class”** shall mean and include all Illinois residents who appeared in a photograph in Google Photos at any time between May 1, 2015 and the date of Preliminary Approval. Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Google Photos BIPA Cases 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.

1.9 **“Class Member” or “Settlement Class Member”** shall mean a person who falls within the definition of the Class, as defined in Sections 1.8 and 2.2 of this Agreement, and who does not submit a valid request for exclusion.

1.10 **“Class Counsel”** shall mean collectively Robert Ahdoot and Tina Wolfson of Ahdoot & Wolfson, PC; John C. Carey and David P. Milian of Carey Rodriguez Milian, LLP; Scott Bursor of Bursor & Fisher, P.A.; and Frank S. Hedin of Hedin Hall LLP.

1.11 **“Class Representatives” or “Plaintiffs”** shall mean Plaintiffs Michael Azzano, Nicholas Marquez, Brandon Molander, Lindabeth Rivera, and Joseph Weiss.

1.12 **“Court”** shall mean the Circuit Court of Cook County, Illinois, County Department, Chancery Division, the Honorable Anna M. Loftus presiding (or any other Circuit Court of Cook County Judge assigned to the *Rivera* State Action).

1.13 **“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.

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

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

1.16 **“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.

1.17 **“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 Google Photos BIPA Cases 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.

1.18 **“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.

1.19 **“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.

1.20 **“Google Photos”** means the photo-storage and photo organization service offered by Defendant, as further described by Defendant at www.google.com/photos/about/ (last visited March 15, 2022).

1.21 **“Google Photos BIPA Cases”** means, collectively, the following cases: *Rivera v. Google LLC*, No. 1:16-cv-02714 (N.D. Ill.); *Weiss v. Google Inc.*, No. 1:16-cv-02870 (N.D. Ill.); *Rivera v. Google LLC*, No. 2019-CH-00990 (Ill. Cir. Ct., Cook Cnty.); *Azzano v. Google LLC*, No. 2019-CH-11153 (Ill. Cir. Ct., Cook Cnty.); *Molander v. Google LLC*, No. 5:20-cv-00918 (N.D. Cal.); *Marquez v. Google LLC*, No. 2021-CH-01460 (Ill. Cir. Ct., Cook Cnty.), and *Marquez v. Google LLC*, No. 1:20-cv-04454 (N.D. Ill.).

1.22 **“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.

1.23 **“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.

1.24 **“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, 8, 9, and 11 attached hereto.

1.25 “**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.

1.26 “**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.

1.27 “**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.

1.28 “**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.

1.29 “**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.

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

1.31 “**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 images of faces in photographs, by or for Google, including all claims arising from or relating to the subject matter of the Google Photos BIPA Cases, and all claims that were brought or could have been brought in the Google Photos BIPA Cases.

1.32 “**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.

1.33 **“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.

1.34 **“Rivera State Action”** means *Rivera v. Google LLC*, No. 2019-CH-00990, filed in the Circuit Court of Cook County, Illinois, County Department, Chancery Division.

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 Google Photos BIPA Cases 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 One Hundred Million United States Dollars and Zero Cents (\$100,000,000.00) 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 Postlethwaite & Netterville (“P&N”), 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., One Hundred Million United States Dollars and Zero Cents (\$100,000,000.00)) 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 Payment 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.GoogleBIPASettlement.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 complaints filed in the Google Photos BIPA Cases, 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 Google Photos BIPA Cases 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 appeared in a photograph in Google Photos at any time between May 1, 2015 and the date of Preliminary Approval. Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Google Photos BIPA Cases 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 Google Photos BIPA Cases 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 Google Photos BIPA Cases 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 take the following steps in connection with this Settlement:

1. Within sixty (60) Days of the Effective Date, Defendant shall present the notice described in this paragraph to all Google Photos account holders who Defendant can reasonably determine are located in Illinois and who have the “face grouping” feature enabled in Google Photos (“Grouping-Enabled Illinois Users”) and to any new Google Photos users who Defendant can reasonably determine to be located in Illinois when activating Google Photos for the first time and any existing Google Photos users who Defendant can reasonably determine to be located in Illinois when presented with an option to re-enable the “face grouping” feature in Google Photos (“New or Re-Enabled Grouping Illinois Users”). The notice shall disclose (i) that the face grouping feature is enabled; (ii) that Defendant creates “face templates” or “face models” that are based on the images of faces in the photographs that are saved in the user’s account; (iii) that by continuing to use Google Photos with the face grouping feature enabled, the user is consenting to Defendant’s creation of data from the photographs in his or her account, including but not limited to the creation of face templates or face models, which enables Defendant to group photographs of similar faces and which, Plaintiffs contend, involve the collection of “biometric” data in some jurisdictions, and that such consent is provided on behalf of the user, and on behalf of all other people appearing in the photographs stored in the user’s account for whom the user is authorized to provide such consent; and (iv) how the user can disable the feature and permanently delete any face templates or face models that may have been created from the photographs in his or her account. Nothing in this provision will require Defendant to use specific wording or terminology, or to provide notices that do not accurately describe how Google Photos operates. Nonetheless, for as long as Defendant provides a feature that enables users to group photos in their private Google Photos accounts based on the faces that appear in those photographs, Defendant will provide to Grouping-Enabled Illinois Users and New or Re-Enabled Grouping Illinois Users the information described in subsections (i)-(iv) above, irrespective of any changes to the technological process(es) used to generate the data used to implement that face grouping

feature. Defendant anticipates making these notices available (1) when Google Photos is activated by the user (in mobile or on computer), (2) in the Google Photos Help Center, and (3) through the Google Photos Settings, or, in Defendant's judgment, in other places that will provide reasonably equivalent notice. The notice presented when Google Photos is activated by the user (in mobile or on computer) will require the user to affirmatively indicate the user's consent as described in subsection (iii) above.

2. Within sixty (60) Days of the Effective Date, Defendant will develop, publish, and abide by a retention policy in which it commits to deleting face templates or face models associated with a Google Photos user's account, within a reasonable period of time, and consistent with other legal obligations and requirements, after the Google Photos user takes any of the following actions: (i) turns off the "face grouping" feature in Google Photos (in which case, all face templates or face models would be deleted); (ii) deletes an individual photograph (in which case, face templates or face models derived from that photograph would be deleted); (iii) deletes all photographs that include images of people (in which case, all face templates or face models derived from those photographs would be deleted); and (iv) deletes his or her Google account (in which case, all photographs in the account, and all face templates or face models derived from those photographs, would be deleted). Nothing in this provision will require Defendant to use specific wording or terminology, or to include information in its retention policy that does not accurately describe what Defendant is doing. Defendant anticipates making this retention policy available in the Google Photos Help Center or in other places that will provide reasonably equivalent notice.

3. Google will not sell, lease, or trade face templates or face models to any third party outside of Google.

4. Google will store, transmit, and protect from disclosure face templates or face models using reasonable security measures and in a manner that is at least as protective as the manner in which Google stores, transmits, and protects other confidential and sensitive information.

b. The Prospective Relief set forth in this Section 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 One Hundred Million United States Dollars and Zero Cents (\$100,000,000.00), 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 fifteen (15) 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 forty-five (45) Days after the entry of the Preliminary Approval Order, Google agrees to and shall cause to be deposited the additional sum of Ninety-Nine Million Five Hundred Thousand United States Dollars and Zero Cents (\$99,500,000.00) 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 Claim 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) calendar 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. In addition, subject to the Court’s approval, at least fifty percent (50%) of the Residual Funds shall be disbursed to one or more organizations appearing on the Chicago Bar Foundation’s list of Qualifying CBF-Supported Pro Bono and Legal Aid Organizations (<https://chicagobarfoundation.org/pdf/support/cy-pres/state-fact-sheet.pdf>, p. 2 (last visited March 15, 2022 and attached hereto as Exhibit 7)). 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 Google Photos BIPA Cases 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, which information must be received by the Settlement Administrator by the Claims Deadline, or fourteen (14) 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. 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, a list of names (where available) and email addresses associated with persons that Google has determined, based on a reasonable review of its records, are potential Class Members. Given the information users provide, as well as how Google's records are kept, Google represents and warrants that it may not be able to identify each and every Class Member and/or may include persons who do not qualify as Class Members. The list shall include (to the extent available in Google's records and to the best of Google's ability) the (i) email address(es) associated with each potential Class Member and (ii) the name(s), if any, of each potential Class Member (collectively, the "Direct Notice List").

6.2 Use of the Direct Notice List. The Settlement Administrator shall keep the Direct Notice List, including names and email addresses, of all persons appearing thereon, strictly confidential, and shall not disclose it to any other person or entity under any circumstances, without prior express written consent from Defendant. The Direct Notice List 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 Class Administrator shall provide information regarding how it will keep the Direct Notice List 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. Notice by Email. No later than the Notice Date, the Settlement Administrator shall send the Summary Notice of the Settlement (substantially in the form attached as Exhibit 6), with a link to a Spanish language version, via email, to every email address on the Direct Notice List.

ii. Reminder Emails. No later than fourteen (14) Days before the Claims Deadline, the Settlement Administrator will email a reminder notice (substantially in the form attached as Exhibit 8) to all valid email addresses on the Direct Notice List that are associated with persons who have not submitted a Claim Form as of that date. The reminder email shall remind persons that should they wish to submit a Claim Form they must do so by the Claim Deadline.

iii. Postal Notice Where Email Notice is Fatally Undeliverable. If any Summary Notice that has been emailed is returned as undeliverable and has not been successfully delivered to another email address believed to be associated with the same person, the Settlement Administrator shall attempt one (1) other email execution (where feasible) and, if unsuccessful, the Settlement Administrator will send the Summary Notice (in postcard form attached hereto as Exhibit 9) by U.S. mail, postage prepaid, to the extent a current physical mailing address is available and/or can be identified by the Class Administrator using publicly available resources or proprietary databases. 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.

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

v. Targeted Media Publication 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 10. The ads shall be substantially in the form(s) attached as Exhibit 11.

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) calendar 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. 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. An affirmation that the person is a member of the Settlement Class; and
- d. 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 fourteen (14) 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 will 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 *Rivera* State 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, all of the Google Photos BIPA Cases, other than the *Rivera* State 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 the Effective Date.

11. RELEASES

11.1 The obligations incurred pursuant to this Agreement shall be a full and final disposition of the Google Photos BIPA Cases 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 Forty Million United States Dollars and Zero Cents (\$40,000,000.00), 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 Forty Million United States Dollars and Zero Cents (\$40,000,000.00).

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 12-1 to 12-4, 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 Milian LLP; Bursor & Fisher, P.A.; and Hedin Hall, LLP as set forth in Exhibits 12-1 to 12-4), 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 Google Photos BIPA Cases (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 *Rivera* State 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 *Rivera* State 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, and require Plaintiffs and Class Counsel to dismiss, with prejudice, the remaining

Google Photos BIPA Cases;

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;

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 fifteen thousand (15,000), 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 Google Photos BIPA Cases 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 as necessary to explain the timing of the procedural history of the 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 Google Photos BIPA Cases, 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 Google Photos BIPA Cases 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: Apr 13, 2022

LINDABETH RIVERA

By: *Lindabeth Rivera*
Lindabeth Rivera (Apr 13, 2022 11:16 CDT)

Lindabeth Rivera, individually and as representative
of the Class

Dated: _____

JOSEPH WEISS

By: _____

Joseph Weiss, individually and as representative of
the Class

Dated: _____

MICHAEL AZZANO

By: _____

Michael Azzano, individually and as representative
of the Class

Dated: _____

NICHOLAS MARQUEZ

By: _____

Nicholas Marquez, individually and as
representative of the Class

Dated: _____

BRANDON MOLANDER

By: _____

Brandon Molander, individually and as
representative of the Class

Dated: _____

GOOGLE LLC

By: _____

Name:

Title:

Google LLC

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

LINDABETH RIVERA

By: _____

Lindabeth Rivera, individually and as representative
of the Class

Dated: Apr 13, 2022

JOSEPH WEISS

By: Joseph Weiss
!Joseph Weiss (Apr 13, 2022 12:42 EDT)

Joseph Weiss, individually and as representative of
the Class

Dated: _____

MICHAEL AZZANO

By: _____

Michael Azzano, individually and as representative
of the Class

Dated: _____

NICHOLAS MARQUEZ

By: _____

Nicholas Marquez, individually and as
representative of the Class

Dated: _____

BRANDON MOLANDER

By: _____

Brandon Molander, individually and as
representative of the Class

Dated: _____

GOOGLE LLC

By: _____

Name:

Title:

Google LLC

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

LINDABETH RIVERA

By: _____

Lindabeth Rivera, individually and as representative of the Class

Dated: _____

JOSEPH WEISS

By: _____

Joseph Weiss, individually and as representative of the Class

Dated: Apr 13, 2022

MICHAEL AZZANO

Michael Azzano

By: Michael Azzano (Apr 13, 2022 10:59 CDT)

Michael Azzano, individually and as representative of the Class

Dated: _____

NICHOLAS MARQUEZ

By: _____

Nicholas Marquez, individually and as representative of the Class

Dated: _____

BRANDON MOLANDER

By: _____

Brandon Molander, individually and as representative of the Class

Dated: _____

GOOGLE LLC

By: _____

Name:

Title:

Google LLC

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

LINDABETH RIVERA

By: _____

Lindabeth Rivera, individually and as representative of the Class

Dated: _____

JOSEPH WEISS

By: _____

Joseph Weiss, individually and as representative of the Class

Dated: _____

MICHAEL AZZANO

By: _____

Michael Azzano, individually and as representative of the Class

Dated: Apr 13, 2022

NICHOLAS MARQUEZ

By:  _____
Nicholas Marquez (Apr 13, 2022 11:48 CDT)

Nicholas Marquez, individually and as representative of the Class

Dated: _____

BRANDON MOLANDER

By: _____

Brandon Molander, individually and as representative of the Class

Dated: _____

GOOGLE LLC

By: _____

Name:

Title:

Google LLC

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

LINDABETH RIVERA

By: _____

Lindabeth Rivera, individually and as representative of the Class

Dated: _____

JOSEPH WEISS

By: _____

Joseph Weiss, individually and as representative of the Class

Dated: _____

MICHAEL AZZANO

By: _____

Michael Azzano, individually and as representative of the Class

Dated: _____


NICHOLAS MARQUEZ

By: _____

Nicholas Marquez, individually and as representative of the Class

Dated: Apr 13, 2022

BRANDON MOLANDER

By:  _____
Brandon Molander (Apr 13, 2022 14:09 CDT)

Brandon Molander, individually and as representative of the Class

Dated: _____

GOOGLE LLC

By: _____

Name:

Title:

Google LLC

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

LINDABETH RIVERA

By: _____

Lindabeth Rivera, individually and as representative of the Class

Dated: _____

JOSEPH WEISS

By: _____

Joseph Weiss, individually and as representative of the Class

Dated: _____

MICHAEL AZZANO

By: _____

Michael Azzano, individually and as representative of the Class

Dated: _____

NICHOLAS MARQUEZ

By: _____

Nicholas Marquez, individually and as representative of the Class

Dated: _____

BRANDON MOLANDER

By: _____

Brandon Molander, individually and as representative of the Class

Dated: 4/14/2022

GOOGLE LLC

DocuSigned by:

By: Nora Puckett

Name: Nora Puckett

Title: Director, Litigation

Google LLC

IT IS SO STIPULATED BY COUNSEL:

Dated: April 14, 2022

AHDOOT & WOLFSON, PC

By:  _____

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

Dated: April 14, 2022

CAREY RODRIGUEZ MILIAN, LLP

By:  _____

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

Dated: April 13, 2022

BURSOR & FISHER, P.A.

By: 

Scott A. Bursor
scott@bursor.com
BURSOR & FISHER, P.A.
888 Seventh Avenue
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Dated: April 13, 2022

HEDIN HALL LLP

By: 

Frank S. Hedin
fhedin@hedinhall.com
HEDIN HALL LLP
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: _____

PERKINS COIE LLP

By: _____

Susan D. Fahringer
SFaringer@perkinscoie.com
Ryan Spear
RSpear@perkinscoie.com
Nicola C. Menaldo
NMenaldo@perkinscoie.com
PERKINS COIE LLP
1201 Third Avenue
Seattle, Washington 98101
Tel: (206) 359-8000
Fax: (206) 359-90000

Dated: _____

BURSOR & FISHER, P.A.

By: _____

Scott A. Bursor
scott@bursor.com
BURSOR & FISHER, P.A.
888 Seventh Avenue
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Dated: _____

HEDIN HALL LLP

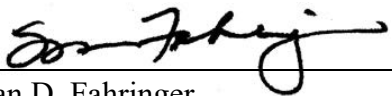
By: _____

Frank S. Hedin
fhedin@hedinhall.com
HEDIN HALL LLP
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: 4/14/2022

PERKINS COIE LLP

By:  _____

Susan D. Fahringer
SFaringer@perkinscoie.com
Ryan Spear
RSpear@perkinscoie.com
Nicola C. Menaldo
NMenaldo@perkinscoie.com
PERKINS COIE LLP
1201 Third Avenue
Seattle, Washington 98101
Tel: (206) 359-8000
Fax: (206) 359-90000

Sunita Bali
SBali@perkinscoie.com
505 Howard Street, Suite 1000
San Francisco, California 94105
Tel: (415) 344-7000
Fax: (415) 344-7050

Attorneys for Google LLC

EXHIBIT 1

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

**Your Claim Form Must Be
Submitted On or Before
Month Day, 2022**

GOOGLE BIPA CLASS ACTION SETTLEMENT

Rivera, et al. v. Google LLC, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty.)

Claim Form

IF, AT ANY TIME BETWEEN MAY 1, 2015 AND [Date], YOU APPEARED IN A PHOTOGRAPH IN GOOGLE PHOTOS WHILE YOU WERE AN ILLINOIS RESIDENT, YOU MAY BE ENTITLED TO GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.

TO RECEIVE A PAYMENT, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY MONTH DD, 2022.

INSTRUCTIONS: To complete this Claim Form, provide the requested information in Step 1; If you are no longer an Illinois resident, provide the Illinois address where you resided during the class period (between May 1, 2015 and [Date]) in Step 2; select a payment method and provide any requested information 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.GoogleBIPASettlement.com or by U.S. Mail). **You must fully complete and submit this Claim Form by Month DD, 2022 to receive payment.**

You may only submit one claim. Duplicate claims will be rejected. If you 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.GoogleBIPASettlement.com. 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

In the spaces below, print your (i) full name, (ii) current mailing address, (iii) email address, and (iv) Settlement Claim ID (optional):

Remember that you are only eligible for a claim if, at any time between May 1, 2015 and [Date], you appeared in a photograph in Google Photos while you were an Illinois Resident.

First Name Middle Initial

Last Name

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

City State Zip Code

Current Email Address

Settlement Claim ID (Optional) -

STEP 2 - IF YOU ARE NO LONGER AN ILLINOIS RESIDENT

If you are no longer an Illinois resident, please provide the address where you resided at in Illinois during the class period (between May 1, 2015 and [Date])

[Grid for Mailing Address: Street Address (include Apartment/Suite/Floor Number)]

Mailing Address: Street Address (include Apartment/Suite/Floor Number)

[Grid for City]

City

[Grid for State]

State

[Grid for Zip Code]

Zip Code

STEP 3 - SELECT A PAYMENT METHOD

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

Venmo

[Grid for Venmo Account Email Address or Phone Number]

Venmo Account Email Address or Phone Number

Zelle

[Grid for Zelle Account Email Address or Phone Number]

Zelle Account Email Address or Phone Number

PayPal

[Grid for PayPal Account Email Address]

PayPal Account Email Address

Prepaid Digital MasterCard

[Grid for Current Email Address]

Current Email Address

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

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

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

[Grid for City]

City

[Grid for State]

State

[Grid for Zip Code]

Zip Code

STEP 4 - CERTIFICATION

I _____, affirm that:
Full Name

I appeared in a photograph in Google Photos at any time between May 1, 2015 and [date], while I was an Illinois resident.

I affirm that the above statement 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: _____

Date: [Grid] / [Grid] / 20[Grid]

FILED DATE: 4/14/2022 8:11 PM 2019CH00990

STEP 5 - METHODS OF SUBMISSION

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

1. Online by visiting www.GoogleBIPASettlement.com and completing an online Claim Form no later than **Month DD, 2022**;

OR

2. By mailing via U.S. Mail a completed and signed Claim Form to the Settlement Administrator, postmarked no later than **Month DD, 2022**, and addressed to:

Rivera, et al. v. Google LLC,
Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty.)
P.O. Box XXXX
Baton Rouge, LA 70821

FILED DATE: 4/14/2022 8:11 PM 2019CH00990

EXHIBIT 2

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION**

LINDABETH RIVERA, et al.

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2019-CH-00990

Calendar 15

Hon. Anna M. Loftus

**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 _____, 2022, 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 Lindabeth Rivera, Joseph Weiss, Michael Azzano, Brandon Molander, and Nicholas Marquez (“Plaintiffs”), individually and on behalf of the Settlement Class^[1], 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 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] Capitalized terms used in this Order that are not otherwise defined herein have the meaning assigned to them in the Settlement Agreement.

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 appeared in a photograph in Google Photos at any time between May 1, 2015 and the date of Preliminary Approval. Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Google Photos BIPA Cases 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 Michael Azzano, Nicholas Marquez, Brandon Molander, Lindabeth Rivera, and Joseph Weiss as the representatives of the Class, and appoints Robert Ahdoot and Tina Wolfson of Ahdoot & Wolfson, PC, John C. Carey and David P. Milian

of Carey Rodriguez Milian, 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 to deny 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 Michael Azzano, Nicholas Marquez, Brandon Molander, Lindabeth Rivera, and Joseph Weiss 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 the Defendant and the Released Parties as set forth in Section 1.32 of the Settlement Agreement from the Released Claims as set forth in Section 1.31 of the Settlement Agreement. Furthermore, all members of the Class 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, maintaining, intervening in, participating

in, 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 part 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: _____, 2022

HONORABLE ANNA M. LOFTUS

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Rivera, et al. v. Google LLC, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty.)

IF, AT ANY TIME BETWEEN MAY 1, 2015 AND [DATE OF PRELIMINARY APPROVAL], YOU APPEARED IN A PHOTOGRAPH IN GOOGLE PHOTOS WHILE YOU WERE AN ILLINOIS RESIDENT, 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 individuals residing in Illinois who appear in photos in the photo sharing and storage service known as Google Photos (“Google Photos”) 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.GoogleBIPASettlement.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 May 1, 2015 and [DATE OF PRELIMINARY APPROVAL], you appeared in a photograph in Google Photos while you were an Illinois resident.
- The One Hundred Million Dollar (\$100,000,000) 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. While Class Counsel estimate, based on their experience in prior similar matters, that the amount of each valid claim will be between approximately \$200.00 and \$400.00, 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.GoogleBIPASettlement.com or call 1-888-888-8888.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<p>SUBMIT A CLAIM FORM:</p> <p>DEADLINE: Month Day, Year</p>	<p>The only way to get a payment is if you 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 released by the Settlement, including the claims made in this case. You must submit a Claim Form by [CLAIMS DEADLINE]. For more information see Section 10 below.</p>
<p>EXCLUDE YOURSELF FROM THIS SETTLEMENT</p> <p>DEADLINE: Month Day, Year</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.</p> <p>To exclude yourself, you must submit a request to be excluded by [OPT-OUT DEADLINE]. For more information see Section 17 below.</p>
<p>OBJECT TO OR COMMENT ON THE SETTLEMENT</p> <p>DEADLINE: Month Day, Year</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.</p> <p>If you choose to object, you must do so by [OBJECTION DEADLINE]. For more information see Section 20 below.</p>
<p>GO TO THE “FINAL APPROVAL” HEARING</p> <p>DATE: Month Day, Year</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 at the Court’s discretion. 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 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 Section 22 below.</p>
<p>DO NOTHING</p>	<p>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.</p>

- 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.GoogleBIPASettlement.com, or the Court’s website or records to confirm that the dates have not been changed.

Questions? Go to www.GoogleBIPASettlement.com or call **1-888-888-8888**.
This Settlement affects your legal rights even if you do nothing.

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

FILED DATE: 4/14/2022 8:11 PM 2019CH00990

Questions? Go to www.GoogleBIPASettlement.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, and 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.GoogleBIPASettlement.com), see Section 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 Section 17 below.

3. What is this lawsuit about?

This class action case is called *Rivera, et al. v. Google LLC*, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty.) (the case is referred to in this notice as the “Action”). The Honorable Anna M. Loftus of the Circuit Court of Cook County, Illinois is presiding over the Action.

In addition to the Action, some of the Plaintiffs brought the same allegations as those alleged in the Action, against Google, in other lawsuits, including: *Rivera v. Google Inc.*, No. 1:16-cv-02714, pending in the United States District Court for the Northern District of Illinois; *Marquez v. Google LLC*, No. 2021-CH-01460, pending in the Circuit Court of Cook County, Illinois; and *Molander v. Google, LLC*, No. 20-cv-00918, pending in the United States District Court for the Northern District of California (together these cases are referred to in this Notice as the “Related Actions”). This Settlement resolves the Action and the Related Actions.

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 Michael Azzano, Nicholas Marquez, Brandon Molander, Lindabeth Rivera, and Joseph Weiss.

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

Questions? Go to www.GoogleBIPASettlement.com or call 1-888-888-8888.

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

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, without adequate prior notice and consent, Illinois residents’ biometrics, which Google allegedly used to group photographs of similar faces that have been uploaded by the same Google Photos user, a feature called Face Grouping. Google denies all claims made in the action and any wrongdoing whatsoever, including that it collected or stored biometrics without proper notice and consent, and 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.GoogleBIPASettlement.com. Please also see Section 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 May 1, 2015 and **[DATE OF PRELIMINARY APPROVAL]**, you appeared in a photograph in Google Photos while you were an Illinois resident.

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

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

Yes, the Settlement does not include: (1) any Judge, Magistrate, or mediator presiding over this Action and Related Actions and members of their families, (2) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its

Questions? Go to www.GoogleBIPASettlement.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

parents have a controlling interest, (3) Class Counsel, and (4) the legal representatives, successors or assigns of any such excluded persons.

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.GoogleBIPASettlement.com, email the Settlement Administrator at info@GoogleBIPASettlement.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 Form on or before **Month Day, Year** (see Section 10 below on how to submit a Claim Form). Without admitting liability, Google has also agreed to make certain changes to its policies and practices that will benefit the Settlement Class, the details of which you can review in the Settlement Agreement at Section 3, available at www.GoogleBIPASettlement.com.

If the Court approves the Settlement, Google will pay One Hundred Million Dollars (\$100,000,000) 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 \$200.00 and \$400.00; however, the actual cash amount an individual will receive could be less than or greater than that estimated amount.

Questions? Go to www.GoogleBIPASettlement.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.GoogleBIPASettlement.com by **Month Day, Year**, or by mail postmarked by **Month Day, Year**.

Read the instructions on the Claim Form carefully.

A Claim can be filed quickly and easily at www.GoogleBIPASettlement.com, but if you wish to mail in the Claim Form, you may download a copy at www.GoogleBIPASettlement.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:

Rivera et al. vs. Google LLC Settlement
c/o Settlement Administrator

[REDACTED]
[REDACTED]

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@GoogleBIPASettlement.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.

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

Based on your selection on the Claim Form, 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 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.GoogleBIPASettlement.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

Questions? Go to www.GoogleBIPASettlement.com or call **1-888-888-8888**.
This Settlement affects your legal rights even if you do nothing.

the Settlement Administrator of any changes using the Contact Information Update form on the Settlement Website, by emailing info@GoogleBIPASettlement.com, or by writing to:

Rivera et al. vs. Google LLC Settlement
c/o Google BIPA Settlement Administrator



The deadline to submit a Claim Form is **[CLAIMS DEADLINE]**.

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.GoogleBIPASettlement.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 **1.32** 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 **1.31-1.33** and **11.1-11.3** of the Settlement Agreement (available at www.GoogleBIPASettlement.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 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 **1.32** 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 Tina Wolfson of Ahdoot & Wolfson, PC, John C. Carey and David P. Milian of Carey Rodriguez Milian, LLP, Scott A. Bursor of Bursor &

Questions? Go to www.GoogleBIPASettlement.com or call **1-888-888-8888**.
This Settlement affects your legal rights even if you do nothing.

FILED DATE: 4/14/2022 8:11 PM 2019CH00990

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@GoogleBIPASettlement.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.GoogleBIPASettlement.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 Section 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) identify the case name and number, *Rivera, et al. v. Google LLC*, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty.); (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 *Rivera, et al. v. Google LLC*, Case No. 2019-CH-00990”); and (iv) be physically hand-signed by you.

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@GoogleBIPASettlement.com. To be valid, your

Questions? Go to www.GoogleBIPASettlement.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

FILED DATE: 4/14/2022 8:11 PM 2019CH00990

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]**:

Rivera et al. vs. Google LLC Settlement
c/o Google BIPA Settlement Administrator



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.

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 Section 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 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, *Rivera, et al. v. Google LLC*, Case No. 2019-CH-00990; (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. 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)

Questions? Go to **www.GoogleBIPASettlement.com** or call **1-888-888-8888**.
This Settlement affects your legal rights even if you do nothing.

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.

<p>Clerk of the Circuit Court of Cook County – Chancery Division <i>Richard J. Daley Center, 8th Floor</i> 50 West Washington Street Chicago, Illinois 60602</p>	<p>Class Counsel c/o Google BIPA Settlement Administrator P.O. Box _____ _____, _____ <i>info@GoogleBIPASettlement.com</i></p>	<p>Counsel for Google c/o Google BIPA Settlement Administrator P.O. Box _____ _____, _____ <i>info@GoogleBIPASettlement.com</i></p>
---	--	---

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 Anna M. Loftus in Room 2410 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. This hearing is referred to as the Final Approval Hearing. This hearing may be held remotely (by video conference only) 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 Approval Hearing will be posted at [www.**GoogleBIPASettlement.com**](http://www.GoogleBIPASettlement.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.**GoogleBIPASettlement.com**](http://www.GoogleBIPASettlement.com).

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

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 Section 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 Paragraph 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 Paragraph 20, above.

Your Notice of Intention to Appear must be received at the addresses set forth in Paragraph 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 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@GoogleBIPASettlement.com, by calling 1-888-888-8888 or by writing to *Rivera, et al. v. Google LLC Settlement*, c/o Google BIPA Settlement Administrator, _____, _____. 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 Clerk of the Circuit Court of Cook County – Chancery Division, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

Questions? Go to www.GoogleBIPASettlement.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

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

Ahdoot & Wolfson, PC
c/o Google BIPA Settlement Administrator
P.O. Box _____
_____, _____
info@GoogleBIPASettlement.com

Carey Rodriguez Milian, LLP
c/o Google BIPA Settlement Administrator
P.O. Box _____
_____, _____
info@GoogleBIPASettlement.com

Bursor & Fisher, P.A.
c/o Google BIPA Settlement Administrator
P.O. Box _____
_____, _____
info@GoogleBIPASettlement.com

Hedin Hall LLP
c/o Google BIPA Settlement Administrator
P.O. Box _____
_____, _____
info@GoogleBIPASettlement.com

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

Questions? Go to www.GoogleBIPASettlement.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

EXHIBIT A

1.31 “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 images of faces in photographs, by or for Google, including all claims arising from or relating to the subject matter of the Google Photos BIPA Cases, and all claims that were brought or could have been brought in the Google Photos BIPA Cases.

1.32 “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.

1.33 “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.

11.1 The obligations incurred pursuant to this Agreement shall be a full and final disposition of the Google Photos BIPA Cases 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.GoogleBIPASettlement.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

EXHIBIT 4

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION**

LINDABETH RIVERA, et al.

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2019-CH-00990

Calendar 15

Hon. Anna M. Loftus

**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 Lindabeth Rivera, Joseph Weiss, Michael Azzano, Brandon Molander, and Nicholas Marquez (“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 numerous mediation sessions, including an all-day mediation in August 2018 with the Honorable Layn R. Phillips (Ret.), a multiple-months-long mediation in 2019 and 2020 with Seventh Circuit Mediator Jillisa Brittan, an August 2021 all-day mediation with Judge Phillips, a December 2021 all-day mediation with the Honorable Stuart E. Palmer (Ret.) of JAMS, two additional all-day mediation sessions in January 2022 with Judge Palmer, 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 appeared in a photograph in Google Photos at any time between May 1, 2015 and the date of Preliminary Approval. Excluded from the Class are: (a) any judge, magistrate, or mediator presiding over the Google Photos BIPA Cases 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 Anna M. Loftus of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 on _____, 2022 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://circuitcourtofcookcounty.zoom.us/j/95535573920>; Meeting ID: 955 3557 3920. 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 Michael Azzano, Nicholas Marquez, Brandon Molander, Lindabeth Rivera, and Joseph Weiss as Class Representatives, and Robert Ahdoot and Tina Wolfson of Ahdoot & Wolfson, PC, John C. Carey and David P. Milian of Carey Rodriguez Milian, 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 BIPA Settlement Claim Form, Long Form Notice, Publication Notice, Summary Notices, and Reminder notice submitted by the Parties as Exhibits 1, 3, 5, 6, 8, 9 and 11, respectively, to the Settlement Agreement; and (b) finds and determines that Direct Notice to Settlement Class Members *via* e-mail and U.S. Mail (if e-mail is unavailable), 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 _____, 2022 ("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* e-mail no later than the Notice Date. If any Summary Notice that has been emailed is returned as undeliverable and has not been successfully delivered to another email address believed to be associated with the same person, the Settlement Administrator shall attempt one (1) other email execution (where feasible). If

unsuccessful, the Settlement Administrator will send the Summary Notice by United States mail, postage prepaid, to the extent a current physical mailing address can be identified by the Class Administrator using publicly available resources or proprietary databases. 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 _____, 2022 (*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 Settlement Class Members by the Agreement, if approved. The request for exclusion must be personally signed by the person requesting exclusion. 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 _____, 2022 (*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 this 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 this Action (*i.e.* *Rivera v. Google*, Case No. 2019-CH-00990) ; (iii) proof that he/she is in the Settlement Class; (iv) all grounds for the objection, with factual and legal support 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 _____, 2022 (*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 _____, 2022 (*i.e.* 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 or 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: _____, 2022

HONORABLE ANNA M. LOFTUS

EXHIBIT 5

SUMMARY PRINT NOTICE

If, At Any Time Between May 1, 2015 And [Date Of Preliminary Approval], You Appeared In A Photograph In Google Photos While You Were An Illinois Resident, You 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.

A **\$100 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 individuals in Illinois without proper notice and consent as part of a feature in Google Photos called Face Grouping. 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.

Who is Included? You are a Class Member in this Settlement if at any time between May 1, 2015 and **[DATE OF PRELIMINARY APPROVAL]**, you appeared in a photograph in Google Photos while you were an Illinois resident.

What are the Settlement Terms? Class Members who file valid claims will be eligible to receive an equal *pro rata* portion of the \$100 million Settlement Fund. Class Counsel estimates that the amount of each valid claim will be between approximately \$200.00 and \$400.00; however the payment amount will depend on the number of valid claims and deductions for Court-approved expenses, attorneys’ fees, litigation costs and expenses, and service awards to the Class Representatives. The Settlement also requires Google to make certain changes to its policies and practices.

How Can I Get a Payment? To receive Settlement benefits, you must complete and submit a Claim Form. Claim Forms are available at www.GoogleBIPASettlement.com and can be submitted online or mailed to the Settlement Administrator. Claim Forms must be submitted online or postmarked by **Month DD, 2022**.

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 **Month DD, 2022**. If you do not exclude yourself, you may object to the Settlement by **Month DD, 2022**. Detailed instructions available at www.GoogleBIPASettlement.com explain how to exclude yourself or object.

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **Month DD, 2022** 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 at the Court’s discretion.

This is only a summary of the key Settlement terms. A full copy of the Settlement Agreement is available at the Settlement Website or by calling 1-(XXX)-XXX-XXXX.

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

EXHIBIT 6

SUMMARY E-MAIL NOTICE

From: Google BIPA Settlement Administrator
From Email: Notice@pnclassaction.com
Reply to email: info@GoogleBIPASettlement.com

Subject: Notice of Settlement – *Rivera, et. al. v. Google LLC*
Pre-text: You may be entitled to get a payment from a Class Action Settlement.

AN ILLINOIS STATE COURT AUTHORIZED THIS NOTICE.

If, At Any Time Between May 1, 2015 And [Date Of Preliminary Approval], You Appeared In A Photograph In Google Photos While You Were An Illinois Resident, You 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]. YOUR CLAIM NUMBER IS: ____.

A **\$100 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 individuals in Illinois without proper notice and consent as part of a feature in Google Photos called Face Grouping. 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.GoogleBIPASettlement.com.

Who is Included? You are a Class Member in this Settlement if at any time between May 1, 2015 and **[DATE OF PRELIMINARY APPROVAL]**, you appeared in a photograph in Google Photos while you were an Illinois resident.

What are the Settlement Terms? The Settlement provides money to Class Members who submit a Claim Form postmarked or submitted on www.GoogleBIPASettlement.com by **[Month Day, Year]**. Without admitting liability, the Settlement also requires Google to make certain changes to its policies and practices that will benefit Class Members. Google will establish a \$100 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 \$100 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 \$200.00 and \$400.00; 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.GoogleBIPASettlement.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.

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 at the Court's discretion. For more information, call or visit the Settlement Website, www.GoogleBIPASettlement.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.GoogleBIPASettlement.com, by emailing info@GoogleBIPASettlement.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.GoogleBIPASettlement.com.

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

EXHIBIT 7



735 ILCS 5/2-807

Improving Access to Justice for Illinois Residents with Residual Funds in Class Action Cases

735 ILCS 5/2-807 Promotes Access to Justice for the Most Vulnerable Illinoisans

- The purpose of this Act is to ensure that, to the extent practicable, residual funds in class action cases in the Illinois courts are distributed to pro bono and legal aid organizations that improve access to justice for people in need in Illinois.
- Residual funds in class actions are a perfect match for this purpose, as one underlying premise for all class actions is to make access to justice a reality for Illinois residents who otherwise would not be able to obtain the protections of the justice system.

How 735 ILCS 5/2-807 Works

- This section of the Code of Civil Procedure establishes a presumption that any residual funds in class action settlements or judgments will go to organizations that improve access to justice for low-income Illinois residents.
- Courts have the discretion to award up to 50% of these funds to other organizations that serve the public good as part of a settlement if the court finds good cause to do so.
- In any event, at least 50% of any residual funds in class action cases must go to one or more organizations that promote or provide access to justice for low-income Illinoisans.

Eligible Legal Aid Organizations Pursuant to the Act Serving the Chicago Area

- Courts in Cook County can fulfill the purposes of this Act by directing cy pres awards to The Chicago Bar Foundation (CBF) or one or more of the many outstanding legal aid organizations the CBF supports.
- As the charitable arm of The Chicago Bar Association, the CBF supports all of the major pro bono and legal aid organizations serving the Chicago area; a variety of court-based advice desks and pro bono programs serving the state and federal courts; and several important statewide access to justice initiatives.
- A list of eligible CBF-supported organizations appears on the reverse side of this fact sheet, along with information about other qualifying organizations providing services outside of Cook County.

735 ILCS 5/2-807 Helps Close the Huge Gap in Access to our Justice System

- A dedicated group of legal aid and pro bono attorneys provides vital legal services to thousands of the most vulnerable people in our community. However, due to a long-term underinvestment in our pro bono and legal aid system, tens of thousands of less fortunate people continue to lack access to legal assistance that is often critical to their safety and independence and are left to solve complex legal problems on their own.
- Illinois residents who effectively are shut out of our State's justice system today include working poor families victimized by mortgage fraud, elderly victims of predatory lending and other consumer fraud, women and children struggling with domestic violence, and veterans wrongfully denied benefits that have been promised to them, among many others.
- *Cy pres* awards have proven to be a critical source of funding to expand the capacity of the pro bono and legal aid system and providing the "venture capital" for a number of groundbreaking access to justice initiatives.

For more information about the Act or about how you can make an impact by directing an award of cy pres or residual funds to the CBF or one or more of our community's pro bono and legal aid law organizations, contact Bob Glaves of The Chicago Bar Foundation at (312) 554-1205 or bglaves@chicagobar.org.

**Class Action Residual Funds Pursuant to 735 ILCS 5/2-807:
Qualifying CBF-Supported Pro Bono and Legal Aid Organizations****

The following pro bono and legal aid organizations receive organizational support grants from The Chicago Bar Foundation, and thus have been carefully vetted through a comprehensive grant review process. Awards of residuals funds to The Chicago Bar Foundation and to any of the organizations listed below alphabetically would be considered as qualifying for purposes of the statute. (For those organizations where CBF support is limited to a specific project--noted in italics--only awards that support that particular project would qualify). More information on each of these organizations is available on the CBF website, www.chicagobarfoundation.org.

Access Living – *Legal Services Department*
AIDS Legal Council of Chicago
Cabrini Green Legal Aid (CGLA)
CARPLS (Coordinated Advice & Referral Program for Legal Services)
Catholic Charities of the Archdiocese of Chicago – *Legal Assistance*
Center for Conflict Resolution (CCR)
Center for Disability & Elder Law (CDEL)
Center for Economic Progress – *Tax Clinic*
Centro Romero – *Latin American Legal Assistance Services*
Chicago Alliance Against Sexual Exploitation – *Sexual Assault Justice Project*
Chicago Coalition for the Homeless – *Law Project*
Chicago Lawyers' Committee for Civil Rights Under Law
Chicago Legal Advocacy for Incarcerated Mothers (CLAIM)
Chicago Legal Clinic (CLC)
Chicago Volunteer Legal Services (CVLS)
Domestic Violence Legal Clinic (DVLC)
Equip for Equality
The Family Defense Center
First Defense Legal Aid (FDLA)
Health & Disability Advocates (HDA)
Illinois Legal Aid Online (ILAO)
Indo-American Center – *Citizenship & Immigration Services*
James B. Moran Center for Youth Advocacy
LAF
Lambda Legal – *Midwest Regional Office Help Desk*
Latinos Progresando – *Immigration Legal Services*
The Law Project
Lawndale Christian Legal Center
Lawyers' Committee for Better Housing (LCBH)
Lawyers for the Creative Arts (LCA)
Legal Aid Society of Metropolitan Family Services (LAS)
Life Span – Center for Legal Services & Advocacy
Midwest Center on Law and the Deaf (MCLD)
National Immigrant Justice Center (NIJC)
The Roger Baldwin Foundation of the ACLU – *Children's Initiative*
Sargent Shriver National Center on Poverty Law
Uptown People's Law Center
World Relief - Chicago – *Immigrant Legal Services*
Working Hands Legal Clinic

** *The organizations on this list represent the major pro bono and legal aid organizations providing services in Cook County, but this is not an exclusive list of the organizations eligible to receive cy pres awards under 735 ILCS 5/2-807. In addition, there are several qualifying organizations providing services outside of Cook County, including Prairie State Legal Services, Land of Lincoln Legal Assistance Foundation, DuPage Bar Legal Aid Service, Guardianship Referral & Services (Decatur), the Immigration Project (Granite City), the Kankakee Center for Conflict Resolution of the John R. Tate Advocacy Center, and the Will County Legal Assistance Program. The Public Interest Law Initiative and the Illinois Bar Foundation provide funding for these services throughout the State and also are qualifying organizations under the Act.*

EXHIBIT 8

REMINDER E-MAIL NOTICE AUTHORIZED BY ILLINOIS STATE COURT.

THIS NOTICE IS TO REMIND YOU THAT A CLASS ACTION SETTLEMENT HAS BEEN REACHED, WHICH MAY AFFECT YOUR RIGHTS. WE PREVIOUSLY SENT YOU AN E-MAIL REGARDING THIS MATTER.

YOU MAY BE ENTITLED TO A PAYMENT IF YOU SUBMIT A CLAIM FORM.

To submit your claim online, click here. The claims process takes just minutes.

IF, AT ANY TIME BETWEEN MAY 1, 2015 AND [DATE OF PRELIMINARY APPROVAL], YOU APPEARED IN A PHOTOGRAPH IN GOOGLE PHOTOS WHILE YOU WERE AN ILLINOIS RESIDENT, YOU MAY BE ENTITLED TO GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Claim Deadline Approaching for Google Class Action Settlement

This is a reminder of the Notice you previously received regarding the Google BIPA Class Action Settlement in *Rivera et al. vs. Google, LLC*, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty.).

You may be eligible for a cash payment from the Settlement if you submit your Claim Form by **Month Day, Year**.

Class Counsel estimate, based on their experience in prior similar matters, that the amount of each valid claim will be between approximately \$200.00 and \$400.00; 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 Claim Deadline of **Month Day, Year**.

To submit your claim online, click here. The claims process takes just minutes.

Where can I get more information?

Information about your rights and options, including the detailed Long Form Notice, the Settlement Agreement, and other relevant documents are available at www.GoogleBIPASettlement.com, by emailing info@GoogleBIPASettlement.com, or by calling toll-free **1-888-888-8888**.

SOURCE: *Rivera, et al. vs. Google, LLC*, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty.) (www.GoogleBIPASettlement.com)

EXHIBIT 9

What are the Settlement Terms? The Settlement provides money to Class Members who submit a Claim Form postmarked or submitted on www.GoogleBIPASettlement.com by [Month Day, Year]. Without admitting liability, the Settlement also requires Google to make certain changes to its policies and practices that will benefit Class Members. Google will establish a \$100 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 \$100 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 \$200.00 and \$400.00; 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 Claim Deadline of **Month Day, 2022**.

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 **Month Day, 2022**. You must submit your claim online at www.GoogleBIPASettlement.com or file a paper Claim Form postmarked by **Month Day, 2022**. Paper Claim Forms are available at the website or by calling the toll free number.

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 **Month Day, 2022**. If you do not exclude yourself, you may object to the Settlement by **Month Day, 2022**. The Long Form Notice available on the website explains how to exclude yourself or object.

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **Month Day, 2022** 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 at the Court's discretion. For more information, call or visit the website www.GoogleBIPASettlement.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.GoogleBIPASettlement.com, by emailing info@GoogleBIPASettlement.com, or by calling toll-free 1-XXX-XXX-XXX.

IMPORTANT NOTE: The dates and deadlines may be changed without further notice to the Settlement Class, so please check the Settlement Website, www.GoogleBIPASettlement.com.

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

www.GoogleBIPASettlement.com

1-XXX-XXX-XXXX

FILED DATE: 4/14/2022 8:11 PM 2019CH00990

AN ILLINOIS STATE COURT AUTHORIZED THIS NOTICE.

If, At Any Time Between May 1, 2015 And [Date Of Preliminary Approval], You Appeared In A Photograph In Google Photos While You Were An Illinois Resident, You 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, 2022 to receive cash benefits from this Settlement.

To file a Claim Form, visit www.GoogleBIPASettlement.com.

A **\$100 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 individuals in Illinois without proper notice and consent as part of a feature in Google Photos called Face Grouping. 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.

Who is Included? You are a Class Member in this Settlement if at any time between May 1, 2015 and [DATE OF PRELIMINARY APPROVAL], you appeared in a photograph in Google Photos while you were an Illinois resident.

Visit www.GoogleBIPASettlement.com or call 1-XXX-XXX-XXXX for more information.

Google BIPA Settlement Administrator

P.O. Box XXXX

Baton Rouge, LA 70821

ELECTRONIC SERVICE REQUESTED

[FIRST NAME] [LAST NAME]

[ADDRESS1]

[ADDRESS2]

[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

FILED DATE: 4/14/2022 8:11 PM 2019CH000990

EXHIBIT 10

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

LINDABETH RIVERA *et al.*

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 2019-CH-00990

Judge: Hon. Anna M. Loftus

**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”), 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”).¹ 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.

2. P&N routinely develops and executes notice plans and administers a wide variety of class action and mass action settlements, with subject matters including, but not limited to, privacy, products liability, consumer, mass tort, antitrust, insurance, and healthcare. P&N team members have extensive experience designing and implementing notice and settlement programs. Additional information about P&N can be found on our website at www.pnnclassaction.com.

EXPERIENCE

3. With more than 15 years of class action, marketing, advertising, and media experience, I have developed noticing solutions for all aspects of class action certification and settlement and have an in-depth knowledge of generating media, conducting demographic research, designing media plans, developing and buying media, creating commercial/video productions, and utilizing best practices for social media outreach through platforms such as Instagram and Facebook.

4. I have designed notice plans for many high-profile cases in addition to implementing notice campaigns for hundreds of others. Some of my notice plans include: *Miracle-Pond, et al. v. Shutterfly, Inc.*, No. 2019-CH-07050 (Cir. Ct. Cook Cnty.); *In Re: Sonic Corp. Customer Data Breach Litigation*, No. 1:17-md-02807 (N.D. Ohio); *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-cv-00850 (E.D. Va.); *Jones v. Monsanto Company*, No. 4:19-cv-00102 (W.D. Mo.); and *Oil Spill by the Oil Rig “Deepwater*

¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

Horizon” in the Gulf of Mexico, No. 2:10-md-02179 (E.D. La.). A description of my experience is attached as **Exhibit A**.

5. As detailed below, courts have repeatedly recognized P&N (curriculum vitae attached hereto as **Exhibit B**) and the efficacy of my class action notice plans. A sample of court opinions on the adequacy of our notice efforts:

- a. In the matter *Miracle-Pond, et al v. Shutterfly, Inc.*, No. 2019-CH-07050 (Cir. Ct. Cook Cnty.),

Judge Raymond W. Mitchell ruled 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.

- b. On May 11, 2021, in the Order Granting Motion for Final Approval of Class Settlement in *Winters, et al. v. Two Towns Ciderhouse, Inc.*, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant ruled:

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.

- c. Additionally, on April 19, 2021, in the Order Granting Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement in *Siddle, et al. v. The Duracell Company, et al.*, No. 20-cv-00568 (N.D. Cal.), Judge James Donato ruled:

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.

OVERVIEW

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

All Illinois residents who appeared in a photograph in Google Photos at any time between May 1, 2015 and the date of Preliminary Approval. Excluded from the class are: (a) any judge, magistrate, or mediator presiding over the Google Photos BIPA Cases 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 Notice Plan ("Notice Plan") proposed in this Action, which includes direct notice and a publication notice component, has been designed using methods accepted by the courts and within the advertising industry. For publication notice, the method identifies a target audience (inclusive of Settlement Class Members ("Class Members")) by examining their demography and media consumption habits. In order to do so here, P&N utilized the syndicated research bureau MRI-Simmons (formerly GfK Mediamark Research, Inc.) ("MRI-Simmons")² and comScore³.

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

² 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.

³ 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.

a combination of (1) direct email/mail notice, (2) supplemental online display, (3) supplemental social media, (4) supplemental print notice, (5) supplemental search advertising; (6) toll-free settlement hotline, and a (7) Settlement Website.

9. I believe that the proposed Notice Plan 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 *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*.

Direct Notice

10. The Settlement Agreement provides that Google will share a Direct Notice List that shall include names and email addresses for potential Class Members. The Direct Notice List will be reviewed for duplicates and other possible discrepancies.

11. Following the review of the Direct Notice List, the proposed Notice Plan provides that individual notice be sent via email (“Email Notice”) and a Postcard Notice (defined below) will be mailed to all undeliverable email addresses.

12. Email Notice will be sent to all potential Class Members for whom a facially valid email address has been provided by Google. The Email Notice, in substantially similar form to the Summary Notice attached as Exhibit 6 of the Settlement Agreement, will be created using embedded html text format to provide an easy-to-read format without tables, graphs or other content that may increase the likelihood of the email landing in SPAM folders and/or being blocked by Internet Service Providers (“ISP” or “ISPs”). Additionally, P&N diligently follows email best practices including “unsubscribe” links, Administrator contact information, and maintaining multiple IP addresses with strong sender reputations.⁴

13. Prior to sending, emails are put through a hygiene and verification process to protect the integrity of the email campaign and maximize deliverability. Steps included deduplication, syntax validation, misspelled

⁴ ISP’s assign scores, or sender reputation, to domains and IP addresses which tells email inbox providers if the email should be delivered to the recipient’s inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of emails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of emails that are delivered directly to spam boxes; number of emails that bounce back; number of recipients that interact with the email (e.g. open, reply, forward or delete); quality of the content within the email (e.g. typos); the number of users that unsubscribe; and many other factors.

domain detection and correction, domain validation, and risk validation. Emails that pass the hygiene and verification process will be batched into small groups and sent over multiple days to decrease the likelihood of them being erroneously flagged as bulk junk email. P&N will track and report to the court all email delivery attempts. If an item is returned as undeliverable, commonly referred to as a “bounce,” the reason is noted. If the email address is noted as non-existent as attempted, this is referred to as a “hard bounce,” and no additional attempts to deliver the Email Notice to that email address will be made. Responses where the inbox is full, the attempt is initially blocked or deferred by the ISP, or any other circumstances that prevent delivery are referred to as “soft” bounces. To limit the number of undelivered emails as a result of soft bounces, P&N will continue to attempt to re-send to emails receiving a soft-bounce for a period of 72-hours. If the email is not able to be delivered after 72-hours, the email will be deemed undeliverable and no additional attempts will be made to that email address.

14. In instances where an email is returned undeliverable, P&N will attempt to perform a reverse lookup to determine the Class Member’s mailing address and will cause notice by United States Postal Service (“USPS”). The Notice will be in the form of a postcard (“Postcard Notice”) substantially in the same form as Exhibit 9 to the Settlement Agreement. Prior to initiating the Postcard Notice, P&N will run the mailing addresses through the National Change of Address (“NCOA”) database maintained by the USPS to ensure Class Member address information is up-to-date and accurately formatted for mailing.⁵ In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and will be verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. Should NCOA provide a more current mailing address for a Class Member, P&N will update the address accordingly. If a Postcard Notice is returned with forwarding address information, P&N will re-mail to the forwarded address. For all Postcard Notices that are returned as undeliverable, P&N will use standard skip-tracing to obtain forwarding address

⁵ The NOCA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

information and, if skip-tracing provides a different mailing address, P&N will re-mail the Postcard Notice to the address identified by the skip-trace.

Digital Banner Notice

15. Google Photos is an internet-based photo sharing and storage service accessed via the web or through an application on a user's smartphone or tablet. We can therefore assume that a substantial number of proposed Class Members are online. This can be further supported through research conducted using MRI-Simmons which states that 96% of adults 18 years old or older have used the internet and 84% have used a photo, video, or social media sharing platform in the last 30 days. Additionally, 27% of adults 18 years old or older have printed a digital photo in the last year.⁶ Accordingly, to supplement Email Notice and Postcard Notice, P&N will run supplemental banner notices on websites where Class Members may visit regularly and utilize networks based on cost efficiency and timing, as well as social advertising on Facebook and Instagram.

16. P&N follows advertising industry best practices when designing and implementing digital notice programs. We monitor the placement of notices on websites that potential Class Members may be visiting and take active, real-time, measures to improve efficiencies. Furthermore, we will include a mix of segments that will target Class Members based on metrics such as behavioral, contextual, interest-based, engagement, geo-targeting, remarketing, device, and other select placement strategies.

17. In addition to the banner notices described above, P&N will run banner notifications on the top-visited social media sites Facebook and Instagram. These sites represent the leading group of social network sites covering 200 million active users in the United States.⁷

18. The banner notices will utilize standard Interactive Advertising Bureau ("IAB") ad sizes (such as 350x250, 728x90, 160x600, 300x600, & 970x250) and custom ads sizes according to Facebook, Instagram and Google search advertising guidelines. These advertisements are image and/or text-based graphic displays that are common in legal noticing. The text of the banner, social, and search advertisements will allow users to identify themselves as Class Members and directly link them to the Settlement Website for more information.

⁶ 2021 MRI-Simmons Fall Doublebase USA.

⁷ "Number of Facebook users in United States from 2017 to 2026" (Statista; July 2021), and "Number of Instagram users in the United States from 2020 to 2023" (Statista; May 2021).

19. A sample of the proposed banner notices are attached as **Exhibit C**.
20. A summary of the digital notice campaign is as follows:

<i>Network/Property</i>	<i>Banner Size</i>	<i># of Days</i>	<i>Est. Impressions⁸</i>
<i>Google Display Network</i>	IAB	31	30,000,000
<i>Facebook & Instagram</i>	Custom	31	54,450,000
TOTAL:			84,450,000

Print Notice

21. 60% of adults 18 years old and older and 59% of Google Photo users are medium to heavy readers of newspapers.⁹ 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.

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

<i>Publication</i>	<i>Distribution Area</i>	<i>Approx. Ad Size</i>	<i>Est. Circulation</i>
<i>Chicago Tribune</i>	Chicago, IL	2 col x 6”	283,590
<i>The Journal Star</i>	Peoria, IL	2 col x 6”	25,097
<i>The News-Gazette</i>	Champaign/Urbana, IL	2 col x 6”	24,000
<i>The Register Star</i>	Rockford, IL	2 col x 6”	14,979
<i>The State Journal</i>	Springfield, IL	2 col x 6”	14,000
<i>The Herald-Whig</i>	Quincy, IL	2 col x 6”	11,528
<i>The Southern Illinoian</i>	Carbondale, IL	2 col x 6”	5,000
Estimated Circulation Total:			378,194

⁸ An impression is defined as the single display of an ad on a web page.

⁹ 2021 MRI-Simmons Fall Doublebase USA.

Search Advertising

23. 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

24. P&N will create and maintain a website, www.GoogleBIPASettlement.com, dedicated to this Settlement. The website address will be included in the Notices and all digital banners will link directly to the Settlement Website. The Summary Notice and Long Form Notice (collectively the “Notices), 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

25. 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 have the option to leave a voicemail and receive a call back from the Settlement Administrator.

REQUESTS FOR EXCLUSION

26. 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

27. I have assisted in the drafting and design of the various Notices attached as Exhibits 1, 3, 5, 6, 8, 9 and 11 to the Settlement Agreement. These documents are drafted and designed to inform potential 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* available at www.fjc.org.

28. The body of these Notices are formatted in such a way that Class Members can easily digest information to allow them to determine whether they qualify as a 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

29. The proposed Notice Plan is designed to reach virtually all potential Class Members and provide them with information necessary to understand their rights and options.

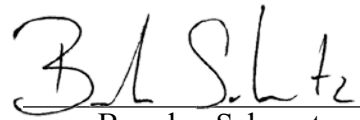
30. The proposed Notice Plan includes individual direct notice – written in accordance with plain language guidance – to all members of the Class who can be identified through reasonable efforts; a supplemental paid online and print program; a Settlement Website; and a toll-free hotline. This Notice Plan will provide the best notice that is practicable under the circumstances.

31. 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.¹⁰

¹⁰ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

FILED DATE: 4/14/2022 8:11 PM 2019CH00990

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed this 14th day of April 2022 in Portland, Oregon.



Brandon Schwartz



assurance – consulting – tax – technology

pncpa.com

FILED DATE: 4/14/2022 8:11 PM 2019CH00990

Exhibit A: CV of Brandon Schwartz



Brandon Schwartz



Brandon Schwartz is the Director of Notice for P&N Consulting Services Group. He is responsible for developing customized legal notice solutions for clients related to class action notice and claims administration programs.

Brandon has more than 10 years of experience designing and implementing complex notice programs. His knowledge of demographic research, reach and frequency methodology, digital and social media strategies, and Fed R. Civ 23(c)(2) 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 P&N, 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: 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

- **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.), 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, 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 (C.D. Cal.), Judge Cynthia Bashant, 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., 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, 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, 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, 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, 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, June 8, 2018:

The Court finds that the notice provisions set forth under the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this Action. 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, 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

Case Caption	Docket Number	Court
Baldwin et al. v. National Western Life Insurance Co.	2:21-cv-04066	W.D. Mo.
Deien v. Seattle City Light	19-2-21999-8	Wash. Super.
Blake Chapman et al. v. voestalpine Texas, LLC, et al.	2:17-cv-00174	S.D. Tex.
Hanson v. Welch Foods Inc.	3:20-cv-02011	N.D. Cal.
McMorrow v. Mondelez International, Inc.	3:17-cv-02327	S.D. Cal.
Hadley, et al. v. Kellogg Sales Company	5:16-cv-04955	N.D. Cal.
Miracle-Pond, et al. v. Shutterfly, Inc.	16-cv-10984	Cir. Ct. Cook Cnty.
In Re: Sonic Corp. Customer Data Breach Litigation	1:17-md-02807	N.D. Ohio
In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation	3:18-cv-00850	E.D. Va.
Krommenhock, et al. v. Post Foods, LLC	3:16-cv-04958	N.D. Cal.
Daley, et al v. Greystar Management Services LP, et al	2:18-cv-00381	E.D. Wash.
Brianna Morris v. FPI Management Inc.	2:19-cv-0128	E.D. Wash.
Kirilose Mansour v. Bumble Trading Inc.	RIC1810011	Cal. Super.
Clopp et. al. v. Pacific Market Research, LLC et. al.	21-2-08738-4	Wash. Super.
Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.	12-2059	E.D. La.
Jackson-Battle v. Navicent Health, Inc.	2020-cv-072287	Ga Super.
Richardson v. Overlake Hospital Medical Center et al.	20-2-07460-8	Wash. Super.
Fabricant v. Amerisave Mortgage Corp	2:19-cv-04659	C.D. Cal.
Jammeh v. HNN Assoc.	2:19-cv-00620	W.D. Wash.
Farruggio, et al. v. 918 James Receiver, LLC et al.	3831/2017	N.Y. Sup Ct
Winters, et al. v. Two Towns Ciderhouse Inc.	3:20-cv-00468	S.D. Cal.
Siddle, et al. v. The Duracell Company, et al.	4:19-cv-00568	N.D. Cal.
Lisa Jones et al. v. Monsanto Company	4:19-cv-00102	W.D. Mo.
Makaron v. Enagic USA, Inc.	2:15-cv-05145	C.D. Cal.
John Karpilovsky, et al. v. All Web Leads, Inc.	1:17-cv-01307	N.D. Ill.
Hughes et al. v. AutoZone Parts Inc. et al.	BC631080	Cal. Super.
Kimberly Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections	3:17-cv-0586	W.D. Wash.
Aaron Van Fleet, et al. v. Trion Worlds Inc.	535340	Cal. Super.
Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)	1:16-cv-11675	N.D. Ill.
Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)	1:16-cv-11675	N.D. Ill.
Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.	BC652939	Cal. Super.
Cajuns for Clean Water, LLC, et al v. Cecilia Water Corporation, et al	82253	La. Dist.
In re: Sony PS3 “Other OS” Litigation	4:10-cv-01811	N.D. Cal.
In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation	3:12-cv-00169	D.N.J.
In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation	3:12-cv-00711	D.N.J.
Hartig Drug Company Inc., v. Senju Pharmaceutical et. al.	1:14-cv-00719	D. Del.
Gordon v. The Hain Celestial Group, et al.	1:16-cv-06526	S.D.N.Y.
In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico – Economic and Property Damages Settlement (MDL 2179)	2:10-md-02179	E.D. La.



Case Caption	Docket Number	Court
In re: Google Inc. Cookie Placement Consumer Privacy Litigation (MDL 2358)	1:12-md-02358	D. Del.
In re: Pool Products Distribution Market Antitrust Litigation (MDL 2328)	2:12-md-02328	E.D. La.
In re: Polyurethane Foam Antitrust Litigation (MDL 2196)	1:10-md-2196	N.D. Ohio
In re: Processed Egg Products Antitrust Litigation (MDL 2002)	2:08-md-02002	E.D. Pa.
In re: The Flintkote Company and Flintkote Mines Limited	1:04-bk-11300	Bankr. D. Del.
In re: Prograf (Tacrolimus) Antitrust Litigation (MDL 2242)	1:11-cv-02242	D. Mass.
Markos v. Wells Fargo Bank, N.A.	1:15-cv-01156	N.D. Ga.
Cross v. Wells Fargo Bank, N.A.	1:15-cv-01270	N.D. Ga.
Ferrick v. Spotify USA Inc.	1:16-cv-08412	S.D.N.Y.
In re: Parmalat Securities Litigation (MDL 1653)	1:04-md-01653	S.D.N.Y.
Smith v. Floor and Décor Outlets of America, Inc.	1:15-cv-04316	N.D. Ga.
Schwartz v. Intimacy in New York, LLC	1:13-cv-05735	S.D.N.Y.
In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation (MDL 2426)	2:13-md-02426	D. Me.
Young v. Wells Fargo & Co	4:08-cv-00507	S.D. Iowa
In re: Credit Default Swaps Antitrust Litigation (MDL 2476)	1:13-md-02476	S.D.N.Y.
Anthony Frank Lasseter et. al. v. Rite-Aid	09-cv-2013-900031	Ala. Cir. Ct.
Khoday v. Symantec Corp.	0:11-cv-00180	D. Minn.
MacKinnon, Jr v. IMVU	1-11-cv-193767	Cal. Super.
Ebarle et al. v. LifeLock, Inc.	3:15-cv-00258	N.D. Cal.
Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner")	1:15-cv-05880	S.D.N.Y.
Schwartz v. Avis Rent A Car System	2:11-cv-04052	D.N.J.
Klein v. Budget Rent A Car System	2:12-cv-07300	D.N.J.
Pietrantonio v. Kmart Corporation	15-5292	Mass. Cmmw.
Cox et al., v. Community Loans of America, Inc., et al.	4:11-cv-00177	M.D. Ga.
Vodenichar et al. v. Halcón Energy Properties, Inc. et al.	2013-512	Pa. Com. Pleas
State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.,	1208 10246	Or. Cir.
Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med	0:13-cv-62019	S.D. Fla.
Splater et al. v. Thermal Ease Hydronic Systems, Inc. et al.	03-2-33553-3	Wash. Super.
Phillips v. Bank of America	15-cv-00598	Cal. Super.
Ziwczyn v. Regions Bank and American Security Insurance Co.	1:15-cv-24558	S.D. Fla
Dorado vs. Bank of America, N.A.	1:16-cv-21147	S.D. Fla
Glass v. Black Warrior Electric	cv-2014-900163	Ala. Cir.
Beck v. Harbor Freight Tools USA, Inc.	15-cv-00598	Ohio Com. Pleas
Ligon v. City of New York, et al.	12-cv-2274	S.D.N.Y.
Abdellahi, et a., vs. River Metals Recycling, LLC	13-CI00095	Ky. Cir.
Alegre v. XPO Last Mile, Inc.	2:15-cv-02342	D.N.J.
Jack Leach et al. v. E.I. du Pont de Nemours and Co.	01-C-608	W. Va. Cir.
Hayes , et al. v. Citizens Financial Group Inc., et al.	1:16-cv-10671	D. Mass.



Case Caption	Docket Number	Court
In re: Foreign Exchange Benchmark Rates Antitrust Litigation	1:13-cv-07789	S.D.N.Y.
Flo & Eddie, Inc. v. Sirius XM Radio, Inc.	2:13-cv-05693	C.D. Cal.
Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah	C13-02656	Cal. Super.
Filannino-Restifo, et al. v. TD Bank, N.A.	0:18-cv-01159	D.N.J.
United States v. Takata Corporation	2:16-cr-20810	E.D. Mich.
Free Range Content, Inc. v. Google Inc.	5:14-cv-02329	N.D. Cal.
Bautista v. Valero Marketing and Supply Company	3:15-cv-05557	N.D. Cal.
Devin Forbes and Steve Lagace -and- Toyota Canada Inc.	cv-16-70667	Ont. Super. Ct.
Thierry Muraton -and- Toyota Canada Inc.	500-06-000825-162	Que. Super. Ct.
In re: Residential Schools Class Action Litigation	00-cv-192059	Ont. Super. Ct.
In re: Tricor Antitrust Litigation	05-340	D. Del.
Masztal v. City of Miami	3D06-1259	Fla. Dist. App.
In re: Tribune Company, et al.	08-13141	D. Del.
Marian Perez v. Tween Brands Inc.	14-cv-001119	Ohio Com. Pleas
Ferguson v. Safeco	DV 04-628B	Mont. Dist.
Williams v. Duke Energy	1:08-cv-00046	S.D. Ohio
Boone v. City of Philadelphia	2:05-cv-01851	E.D. Pa.
In re: Lehman Brothers Inc.	08-13555, 08-01420	Bankr. S.D.N.Y.
In re: Department of Veterans Affairs (VA) Data Theft Litigation (MDL No. 1796)	1:06-md-00506	D.D.C.
In re: Countrywide Customer Data Breach Litigation (MDL No. 1998)	3:08-md-01998	W.D. Ky.
In re: Checking Account Overdraft Litigation (MDL No. 2036)	1:09-md-02036	S.D. Fla.
In re: Heartland Data Security Breach Litigation (MDL No. 2046)	4:09-md-02046	S.D. Tex.
Schulte v. Fifth Third Bank	1:09-cv-06655	N.D. Ill.
Mathena v. Webster Bank, N.A.	3:10-cv-01448	D. Conn.
Delandro v. County of Allegheny	2:06-cv-00927	W.D. Pa.
Trombley v. National City Bank	1:10-CV-00232	D.D.C.
Fontaine v. Attorney General of Canada	00-CV-192059 CP	Ont. Super. Ct.
Marolda v. Symantec Corp.	3:08-cv-05701	N.D. Cal.





assurance - consulting - tax - technology

pnclassaction.com

Exhibit B: CV of P&N



FILED DATE: 4/14/2022 8:11 PM 2019CH00990

Introduction

Postlethwaite & Netterville, APAC, (P&N) offers technical experience and diverse resources that are unique to the class action settlement administration space.

Experience: Since 1999, P&N has successfully administered numerous class action settlements in state court and federal court (including multidistrict litigation). Our team has processed and reviewed claims and managed distributions for settlements involving billions of dollars in settlement funds.

Breadth, Depth and Flexibility of Resources: Our approach to settlement administration provides a dedicated core team that is able to draw upon numerous specialized resources across diverse service areas within our firm of over 400 employees as needs arise.

We leverage the knowledge and experience of professionals holding the following designations, among others:

- Juris Doctor (JD)
- Project Management Professional (PMP)
- Certified Public Accountant (CPA)
- Certified Internal Auditor (CIA)
- Certified Information Systems Auditor (CISA)
- Certified Fraud Examiner (CFE)
- Certified in Financial Forensics (CFF)
- Certified Information Systems Security Professional (CISSP)
- Certified Security Engineer (CSE)
- Certified Information Security Manager
- Certified in Risk and Information Systems Control

Capabilities and Experience Rooted in Quality and Objectivity: As a 65+ year old accounting and business advisory firm, objectivity, integrity, and quality have been the cornerstones of our sustained success. These principles drive our work product, our decision-making, and our interactions with clients and team members. ***Our teams are well-versed in the development of and adherence to stringent quality assurance and quality control standards across a variety of disciplines.***



Notable Claims Administration Experience and Testimonials

The cornerstones of P&N’s success as a firm translate well to the administration of large settlement programs, and our quality of work is particularly apparent in matters involving complex claims. P&N receives consistent positive feedback from clients related to our attention to detail and responsiveness:

“P&N did an outstanding job. Key factors that separated them from the pack were attention to detail and responsiveness. In the fluid process of administering a class settlement P&N was there for us at every step of the way responding to most requests within minutes.”

Mark Greenstone, Plaintiff’s Co-Lead Counsel

Our team has significant experience in complex settlement matters, including the following subset of our overall experience:

In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)

Nature of Work: In cooperation with our project partner, The Notice Company, Inc., P&N performs claims administration services for indirect purchaser class action settlements in this multidistrict litigation totaling over \$547,750,000 to date. The scope of P&N’s services includes (1) custom website and database application development and maintenance, (2) claim data acquisition and management, (3) claims processing and validation, (4) claims deficiency and audit processing, (5) quality control and fraud, waste, and abuse monitoring, (6) custom reporting, (7) call center support and claimant communications, (8) claim allocation determination and distribution, and (9) project management services.

In Re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico (MDL 2179)

Nature of Work: P&N was approved by the United States District Court for the Eastern District of Louisiana to process business economic loss and seafood harvester claims within the Deepwater Horizon Economic and Property Damages Settlement. P&N participated in determining over \$1 billion in eligible claims within the first six months of the program and approximately \$10 billion to date. P&N committed a significant multi-city team of 400+ accounting and finance professionals to the ongoing effort, providing claim eligibility review, economic damages calculations, and claimant communications for over 100,000 businesses and seafood harvesters with representation from 2,000+ law and accounting firms.



In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)

Nature of Work: P&N provides claims administration services related to custom technology development, project management, and attorney communications support. In coordination with the Court-appointed Special Master, Randi S. Ellis, P&N has developed secure, customized, web-based technology applications that are the framework for claim filing and document management efforts for over 130 participating law firms. Our claims platform also serves as both the central repository for personal injury claims adjudication and allocation functions of the Special Master.

“I have worked with P&N on multiple large settlement projects in my role as Special Master. We are currently working together to administer a mass tort settlement where their technology platform has been able to streamline the claims process and securely manage sensitive claimant data. They are always willing to brainstorm with me when I need assistance which is why they have become a trusted partner and my first call! ”

Randi Ellis, Court-Appointed Special Master

In Re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)

Nature of Work: P&N developed a secure, customized, web-based database application that served as the framework for claim filing and document management efforts for approximately 3,700 personal injury claims. In cooperation with the Special Master, Daniel J. Balhoff, P&N also provided project management services to facilitate the logistics of the claims process life cycle. Our claims database technology also served as both the central repository for claims determinations and allocation reporting to the Plaintiff Steering Committee and Lien Resolution Administrator.

“P&N was tasked with building out a user friendly settlement submission web-based platform, training the law firms on how it would be used, coordinating with the Special Master and Claims Administrator reviewers, exchanging information with the third party lien resolution group, and providing responsive updates and reporting to the litigation lead counsel and individual participating law firms. P&N did a phenomenal job in all respects.

Throughout the process, P&N provided personalized and immediately responsive service. Reporting was routinely updated and modified based upon new requests from lead counsel and the individual submitting firms were provided one-on-one service when needed. Based on my experiences with P&N, I would certainly recommend them and will actively seek to include project bids from them in any future resolution programs in which I have a part.”

Jon C. Conlin, Plaintiffs' Co-Lead Counsel



In Re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)

Nature of Work: P&N provided full scale notice and claims administration services for this multi-settlement MDL involving over \$45,000,000 in settlement funds. The scope of P&N’s services includes (1) notice administration, (2) custom website and database application development and maintenance, (3) claim data acquisition and management, (4) claims processing and deficiency curing, (5) call center support and claimant communications, (6) claim allocation determination and distribution, and (7) quality control and project management services.

“In serving as a Court-appointed Special Master, I have worked with P&N’s claims administration team on several occasions. I have always found them to be extremely attentive to detail, responsive, and committed to a high quality work product. Furthermore, they are proactive – once I tell them my goals, they come up with creative solutions to get there. The bottom line is that I can trust them to do the job right in a timely and efficient manner.”

Daniel J. Balhoff, Court-Appointed Special Master



P&N Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- ***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 (Cir. Ct. Cook Cnty.), 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.***, 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***, 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.***, 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.

Class Action & Mass Tort Settlement Administration

P&N provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, P&N has processed billions of 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 action and mass tort litigations.

SAMPLE CASE EXPERIENCE



ENVIRONMENTAL/TOXIC TORTS

- In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- Sanchez et al v. Texas Brine, LLC et al.
- In Re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- 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
- Howard, et al. v. Union Carbide Corporation



CONSUMER

- Jones et al. v. Monsanto Co.
- Siddle et al. v. The Duracell Co. et al.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Strong v. Numerica Credit Union
- Schexnayder Jr, et al. v. Entergy Louisiana, Inc., et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Duhe, Jr., et al. v. Texaco, Inc., et al.
- Martinez, et al. v. Sun West Mortgage Company, Inc.



TCPA

- Fabricant v. AmeriSave Mortgage Corp.
- Snyder, et al. v. U.S. Bank, N.A., et al. (Deutsche Bank Settlement and Wilmington Trust Settlement)
- Makaron v. Enagic USA, Inc.
- Story v. Mammoth Mountain Ski Area, LLC



MASS TORTS

- In Re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)[†]
- In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)[†]
- Chevron Richmond Refinery Fire Settlement
- DePuy ASR Inventory Settlement[‡]
- Essure Product Liability Inventory Settlement[‡]



ANTITRUST

- In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)^{*}
- In Re: Interior Molded Doors Antitrust Litigation (Indirect)



DATA BREACH

- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- Jackson-Battle, et al. v. Navicent Health, Inc.

^{*}Services provided in cooperation with The Notice Company, Inc.

[†]Services provided in cooperation with the Court-Appointed Special Master

[‡]Inventory settlement

Exhibit C: Digital Banner Notice





Did You Appear In A Photograph In Google Photos At Any Time Between May 1, 2015 And [Date Of Preliminary Approval] While You Were An Illinois Resident? If So, You May Be Entitled To Get A Payment From A Class Action Settlement.

LEARN MORE



Did You Appear In A Photograph In Google Photos At Any Time Between May 1, 2015 And [Date Of Preliminary Approval] While You Were An Illinois Resident? If So, You May Be Entitled To Get A Payment From A Class Action Settlement.

LEARN MORE

EXHIBIT 11



Did You Appear In A Photograph In Google Photos At Any Time Between May 1, 2015 And [Date Of Preliminary Approval] While You Were An Illinois Resident? If So, You May Be Entitled To Get A Payment From A Class Action Settlement.

LEARN MORE



Did You Appear In A Photograph In Google Photos At Any Time Between May 1, 2015 And [Date Of Preliminary Approval] While You Were An Illinois Resident? If So, You May Be Entitled To Get A Payment From A Class Action Settlement.

LEARN MORE