

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 APRIL 25, 2022, 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 1-833-927-3418.
- You are a Class Member and are affected by this Settlement if at any time between May 1, 2015 and April 25, 2022, 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 **September 24, 2022**.
- 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 1-833-927-3418**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM: DEADLINE: SEPTEMBER 24, 2022	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 September 24, 2022 . For more information see Section 10 below.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: AUGUST 10, 2022	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. To exclude yourself, you must submit a request to be excluded by August 10, 2022 . For more information see Section 17 below.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: AUGUST 10, 2022	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. If you choose to object, you must do so by August 10, 2022 . For more information see Section 20 below.
GO TO THE “FINAL APPROVAL” HEARING DATE: SEPTEMBER 28, 2022	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.
DO NOTHING	You will not receive a payment, and you will give up the right to sue Google or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement.

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

***IMPORTANT NOTE:** The dates and deadlines may be changed without further notice, so please check the Settlement Website, www.GoogleBIPASettlement.com, or the Court’s website or records to confirm that the dates have not been changed.

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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

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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 April 25, 2022, 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

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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 1-833-927-3418.

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 **September 24, 2022** (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 **September 24, 2022**.

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, (iv) the amount of any Fee and Expense Award, and (v) 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.

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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 September 24, 2022, or by mail postmarked by September 24, 2022.

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 1-833-927-3418 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 by U.S. Mail to the following address:

Rivera, et al. v. Google LLC Settlement
c/o Settlement Administrator
P.O. Box 5229
Baton Rouge, LA 70821

If you have any questions regarding the process to submit your Claim Form, you may obtain assistance by calling toll-free 1-833-927-3418, emailing the Settlement Administrator at info@GoogleBIPASettlement.com, or by writing to the 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 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 September 28, 2022, at 10:30 a.m.** 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?

Questions? Go to www.GoogleBIPASettlement.com or call 1-833-927-3418.
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If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes using the Contact Information Update form on the Settlement Website, by emailing info@GoogleBIPASettlement.com, or by writing to:

Rivera, et al. v. Google LLC Settlement
c/o Google BIPA Settlement Administrator
P.O. Box 5229
Baton Rouge, LA 70821

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

The Plaintiffs will request a Service Payment of up to \$5,000 (each) for their services as Class Representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiffs. The application filed with the Court requesting the Service Payments will be made available on the Settlement Website at www.GoogleBIPASettlement.com at least fourteen (14) days before August 10, 2022, 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.

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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 & 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 ClassCounsel@GoogleBIPASettlement.com or by leaving a message at 1-833-927-3418.

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, Class Counsel 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 at least 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.

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You must either mail your request to be excluded from the Settlement Class to the post office box address below, 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 request for exclusion must be received by the Settlement Administrator electronically, or if mailed to the address below, **postmarked no later than August 10, 2022:**

Rivera, et al. v. Google LLC Settlement
c/o Google BIPA Settlement Administrator
P.O. Box 5229
Baton Rouge, LA 70821

You cannot exclude yourself by telephone. And you cannot exclude any other Class Member. Requests made on behalf of more than one Class Member are not allowed.

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 **August 10, 2022**, 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

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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) 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 Richard J. Daley Center, 8th Floor 50 West Washington Street Chicago, Illinois 60602</p>	<p>Class Counsel c/o Google BIPA Settlement Administrator P.O. Box 5229 Baton Rouge, Louisiana 70821 <i>ClassCounsel@GoogleBIPASettlement.com</i></p>	<p>Counsel for Google c/o Google BIPA Settlement Administrator P.O. Box 5229 Baton Rouge, Louisiana 70821 <i>Defense@GoogleBIPASettlement.com</i></p>
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21. What is the difference between objecting and requesting exclusion?

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

THE FINAL APPROVAL HEARING

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

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement on **September 28, 2022, at 10:30 a.m.** 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 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.

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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 submit your written objection by **August 10, 2022**, in accordance with the instructions 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.

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 **August 10, 2022**: (1) mail or hand-deliver to the Court a “Notice of Intention to Appear” in the Action to the address set forth in Section 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 Section 20, above.

Your Notice of Intention to Appear must be received at the addresses set forth in Section 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 www.GoogleBIPASettlement.com, by calling 1-833-927-3418 or by writing to *Rivera, et al. v. Google LLC* Settlement, c/o Google BIPA Settlement Administrator, P.O. Box 5229, Baton Rouge, LA 70821. In the event of any conflict between this Notice and the Settlement Agreement, the Settlement Agreement shall be binding. Publicly filed documents can also be obtained by visiting the office of the Clerk of the Circuit Court of Cook County – Chancery Division, Richard J. Daley Center, 50 West Washington Street,

Questions? Go to www.GoogleBIPASettlement.com or call 1-833-927-3418.
This Settlement affects your legal rights even if you do nothing.

Chicago, Illinois 60602, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

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

Ahdoot & Wolfson, PC
c/o Google BIPA Settlement Administrator
P.O. Box 5229
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**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.
THE COURT CANNOT ANSWER ANY QUESTIONS.**

Questions? Go to www.GoogleBIPASettlement.com or call 1-833-927-3418.
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.

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