



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
MICHAEL AZZANO, et al. Plaintiffs, v. GOOGLE LLC, Defendant.	Case No. 2019-CH-11153
NICHOLAS MARQUEZ, et al. Plaintiffs, v. GOOGLE LLC, Defendant.	Case No. 2021-CH-01460

**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 September 28, 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. 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.

^[1] Capitalized terms used in this Order that are not otherwise defined herein have the meaning assigned to them in the Settlement Agreement.

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 97 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 \$35,000,000.00 in reasonable attorneys' fees and 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.

RESIDUAL PAYMENT TO NON-PROFIT ORGANIZATIONS

13. Pursuant to paragraph 3.5 of the Settlement Agreement, and the Parties' selection, the Residual (as defined therein) shall be paid to the following non-profit organization(s) (if more than one organization is listed the Residual shall be divided equally among the listed recipients):

(1) Greater Chicago Legal Clinic

(2) Chicago Volunteer Legal Services

AMENDMENTS AND MODIFICATIONS

14. 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

15. 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

16. 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

17. 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.

ENTERED
SEP 28 2022
Judge Anna M. Loftus
Circuit Court No. 2102
Anna M. Loftus
Judge Anna M. Loftus, No. 2102