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13 **UNITED STATES DISTRICT COURT**  
 14 **NORTHERN DISTRICT OF CALIFORNIA**  
 15 **SAN JOSE DIVISION**

16  
 17 IN RE GOOGLE ASSISTANT PRIVACY  
 LITIGATION  
 18  
 19 This Document Relates to:  
 20 ALL ACTIONS  
 21  
 22  
 23

Case No.: 19-cv-04286-BLF

~~PROPOSED~~ **ORDER GRANTING  
 PLAINTIFFS' MOTION FOR  
 PRELIMINARY APPROVAL OF CLASS  
 ACTION SETTLEMENT**

Judge: Hon. Beth Labson Freeman

1 WHEREAS, Plaintiffs Asif Kumandan, Melissa Spurr, individually and as guardian of  
2 B.S., a minor, Lourdes Galvan, and Eleeanna Galvan (“Plaintiffs”) in the above-captioned class  
3 action (the “Action”), individually and on behalf of the Settlement Classes defined below, and  
4 Defendants Google LLC and Alphabet Inc. (collectively “Defendants” and, with Plaintiffs, the  
5 “Parties”) have entered into the Stipulation and Agreement of Settlement, dated as of January 22,  
6 2026 (the “Settlement Agreement”), which is subject to review under Federal Rule of Civil  
7 Procedure 23, and which sets forth the terms and conditions for the resolution, discharge, release,  
8 settlement, and dismissal of the Action and all claims set forth therein upon and subject to the  
9 terms and conditions hereof, and the Court having read and considered the Settlement Agreement,  
10 and the related submissions, and finding that substantial and sufficient grounds exist for entering  
11 this Order, and the Parties having consented to the entry of this Order;

12 WHEREAS, unless otherwise defined herein, all capitalized terms contained in this Order  
13 shall have the same meanings as they have in the Settlement Agreement;

14 NOW, THEREFORE, IT IS HEREBY ORDERED that:

15 **Preliminary Approval of the Settlement**

16 1. The Settlement is hereby preliminarily approved as fair, reasonable, and adequate  
17 such that notice thereof should be given to members of the Settlement Classes. The Court  
18 preliminarily finds that: (a) the Stipulation resulted from good faith, arm’s length negotiations  
19 during which the Parties were represented by experienced counsel; and (b) the terms of the  
20 proposed Settlement are sufficiently fair, reasonable, and adequate to warrant providing notice of  
21 the Settlement to the Settlement Classes and the scheduling of a Final Approval Hearing to be held  
22 following the issuance of such notice pursuant to Fed. R. Civ. P. Rule 23(e).

23 **Final Approval Hearing**

24 2. The Court hereby schedules the Final Approval Hearing, to be held before the  
25 Court, on October 1, 2026 at 9:00 a.m. Pacific Time for the following purposes:

- 26 a. to determine finally whether the requirements for class action treatment under Fed.  
27 R. Civ. P. Rule 23 are satisfied;

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- 1           b. to determine finally whether the Settlement is fair, reasonable, and adequate, and
- 2           should be approved by the Court;
- 3           c. to determine whether the Final Judgment as provided for in the Settlement
- 4           Agreement should be entered, dismissing the Action on the merits and with
- 5           prejudice and releasing the Released Claims as against the Released Parties, as set
- 6           forth in the Settlement Agreement;
- 7           d. to determine whether the proposed Plan of Allocation for the distribution of the Net
- 8           Settlement Fund is fair and reasonable and should be approved by the Court;
- 9           e. to consider Plaintiffs' Counsel's Fee and Expense Application, including Service
- 10          Awards to Plaintiffs;
- 11          f. to consider any valid objections submitted to the Court or Requests for Exclusion,
- 12          as further provided for herein and in the accompanying notice; and
- 13          g. to rule upon such other matters as the Court may deem appropriate.

14           3.       The Court also reserves the right to adjourn the Final Approval Hearing to a later  
15   date or time without further notice to members of the Settlement Classes other than entry of an  
16   Order on the Court's docket. In such event, however, Class Counsel are directed to instruct the  
17   Claims Administrator to post notice of any such adjournment on the Settlement Website to be  
18   established by the Claims Administrator in this matter for the purposes of facilitating the  
19   dissemination of notice and other information about this Action.

20           4.       At least fourteen (14) days before the Objection/Exclusion Deadline, Plaintiffs shall  
21   file papers in support of the motion for final approval of the Settlement.

22           5.       At least thirty-five (35) days before the Objection/Exclusion Deadline, Plaintiffs  
23   shall file papers in support of Plaintiffs' Counsel's Fees and Expense Application, including  
24   Service Awards to Plaintiffs.

25           6.       At least fourteen (14) days before the Final Approval Hearing, Plaintiffs and/or  
26   Defendants may file a response to any timely written objections received.

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1 7. Class Counsel and Defendants’ Counsel are hereby authorized to utilize all  
2 reasonable procedures in connection with the administration of the Settlement, which are not  
3 materially inconsistent with either this Order or the Settlement Agreement.

4 8. Following the Final Approval Hearing, the Court reserves the right to approve the  
5 Settlement without modification, or with such modifications as the Parties may agree, without  
6 further notice, and to enter its Judgment approving the Settlement and dismissing the Action on  
7 the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or the  
8 requested Attorneys’ Fees and Expense Award or Service Awards to Plaintiffs.

9 **Certification of the Settlement Classes for Purposes of the Settlement Only**

10 9. Under Federal Rule of Civil Procedure 23(a) and (b)(3), the Settlement Classes are  
11 preliminarily and conditionally certified for the purpose of Settlement only as follows:

12 **Purchaser Settlement Class:** All Users<sup>1</sup> who purchased a Google-Made Device<sup>2</sup> during  
13 the period between May 18, 2016 through the date the Court grants preliminary approval  
14 of the Settlement (both days inclusive) (“the Settlement Class Period.”);

15 **Privacy Settlement Class:** All Users of Google Assistant and members of their  
16 Households<sup>3</sup> during the Settlement Class Period whose communications were recorded or  
17 otherwise obtained by Google Assistant as a result of a False Accept<sup>4</sup> or whose  
18 communications were recorded or otherwise obtained by Google Assistant and disclosed  
19 to any third-party review vendor.

20 \_\_\_\_\_  
21 <sup>1</sup> “Users” are individuals who reside in the United States or its territories whose Google accounts  
22 were associated with at least one Google Assistant Enabled Device during the Settlement Class  
23 Period. “Google Assistant Enabled Devices” are devices that come with Google Assistant pre-  
24 installed or on which Google Assistant can be downloaded.

25 <sup>2</sup> “Google-Made Devices” are Google Assistant Enabled Devices manufactured and sold by  
26 Google either directly or through third-party retailers, including Google’s own smart home  
27 speakers, Google Home, Home Mini, and Home Max; smart displays, Google Nest Hub, and Nest  
28 Hub Max; and its Pixel smartphones.

<sup>3</sup> “Household” is individuals sharing a common abode as part of a single family unit of a User.

<sup>4</sup> “False Accept” is an instance where a Google Assistant Enabled Device records and transmits  
audio data to Google’s servers because a Hot Word was detected although a Hot Word was not  
spoken. “Hot Word” is a word or phrase (such as “OK Google” or “Hey Google,”) which can be  
used to activate Google Assistant on certain Google Assistant Enabled Devices.

1 Excluded from the Settlement Classes are: (1) any Judge or Magistrate presiding over this  
2 Action, any members of their families, and the staff of such Judge or Magistrate; (2) Google,  
3 Google's subsidiaries, successors, predecessors, and any entity in which Google or its parent has  
4 a controlling interest and their current or former employees, officers, and directors; (3) Persons  
5 who properly execute and file a timely Request for Exclusion from the Settlement Classes; (4)  
6 Persons whose claims in this matter have been finally adjudicated on the merits or otherwise  
7 released; (5) any individual who previously opted out of the Purchaser Class, as identified at ECF  
8 No. 440-4, unless that individual elects to rejoin the Settlement Classes; (6) individuals who, prior  
9 to the exclusion deadline, both (A) file or serve a written arbitration demand, or provide written  
10 notice to Google of their intent to pursue arbitration against Google relating to the Released  
11 Claim,<sup>5</sup> and (B) execute an individual release of their claims; (7) the legal representatives,  
12 successors, and assigns of any excluded Persons; and (8) Plaintiffs' Counsel and Defendants'  
13 Counsel.

14 10. This Court finds, preliminarily and for purposes of this Settlement only, that the  
15 prerequisites for class certification under Fed. R. Civ. P. Rule 23(a) have been satisfied in that: (a)  
16 the number of members of each Settlement Class is so numerous that joinder of all members of  
17 each Settlement Class is impracticable; (b) there are common questions of law and fact with respect  
18 to each Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the members  
19 for each Settlement Class they seek to represent; (d) Plaintiffs and Class Counsel have and will  
20 continue to fairly and adequately protect the interests of the Settlement Classes. In addition, the  
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22 <sup>5</sup> "Released Claims" means any and all claims or causes of action, whether known or unknown  
23 (including "Unknown Claims"), arising from or related to the facts and circumstances alleged in  
24 any of the complaints filed in the Action, including all claims and causes of action that were  
25 asserted or that could have been asserted in the Action based on the conduct or omissions alleged.  
26 For the avoidance of doubt, Released Claims shall not include (a) any claims relating to the  
27 enforcement of this Stipulation; or (b) any claims of any Person that submits a timely and valid  
28 Request for Exclusion. "Unknown Claims" means (a) any Released Claims that Plaintiffs or any  
Settling Class Member does not know or suspect to exist in his, her, or its favor at the time of the  
release of such claims, which if known by him, her, or it, might have affected his, her, or its  
decision(s) with respect to the Settlement, including, but not limited to, the agreement to release  
the Released Parties or the Released Claims, and the decision not to object to the Settlement or  
seek exclusion from the Settlement Class.

1 Court finds, preliminarily and for purposes of this Settlement only, that this Action satisfies the  
2 requirements for class certification under Fed. R. Civ. P. Rule 23(b)(3) in that common questions  
3 of law and fact predominate over any questions affecting only individual members of each  
4 Settlement Class, and a class action is superior to other available methods for fairly and efficiently  
5 adjudicating the controversy among the Parties as to each Settlement Class.

6 11. In so finding, the Court has considered each of the following additional factors  
7 under Rule 23(b)(3) of the Fed. R. Civ. P. and finds that they also support conditional class  
8 certification for purposes of this Settlement only, namely:

- 9 a. the (lack of) interest of members of the class in individually controlling the prosecution  
10 of separate actions;
- 11 b. the extent and nature of any litigation concerning the controversy already begun by or  
12 against class members;
- 13 c. the desirability or undesirability of concentrating the litigation of the claims in the  
14 particular forum; and
- 15 d. the (lack of) difficulties likely to be encountered in managing a class action, given that  
16 if the Settlement is approved, there will be no class action litigation as to the Parties for  
17 the Court to manage.

18 12. Pursuant to Fed. R. Civ. P. Rules 23(c)(1) and 23(g), preliminarily and for purposes  
19 of the Settlement only, Plaintiff Kumandan is certified as the class representative for the Purchaser  
20 Settlement Class, and Plaintiffs Kumandan, Melissa Spurr, Lourdes Galvan, and Eleeanna Galvan  
21 are certified as the class representatives for the Privacy Settlement Class (“Class Representatives”)  
22 and Erin Green Comite of Scott+Scott Attorneys at Law LLP and Christian Levis of Lowey  
23 Dannenberg LLP, together with their law firms, are appointed as Class Counsel for the Settlement  
24 Classes.

25 **Appointment of Claims Administrator and Notice to Settlement Classes**

26 13. The Court previously appointed A.B. Data, Ltd. (“A.B. Data”) as the notice  
27 administrator to supervise and administer notice of the previously certified litigation class. ECF  
28 No. 423 ¶1. The Court now appoints A.B. Data to serve as the Claims Administrator for the

1 Settlement. A.B. Data shall supervise and administer the notice plan, establish and operate the  
2 Settlement Website, administer the claims processes, distribute the Net Settlement Fund to  
3 Authorized Claimants according to the processes and criteria set forth in the Settlement  
4 Agreement, and perform any other duties that are reasonably necessary and/or provided for in the  
5 Settlement Agreement. The Claims Administrator shall make all necessary efforts and precautions  
6 to ensure the security and privacy of the Settlement Class Members' information and protect it  
7 from loss, misuse, unauthorized access and disclosure, and to protect against any reasonably  
8 anticipated threats or hazards to the security of information of Settlement Class Members; prevent  
9 the use the information provided by Defendants or Class Counsel in connection with the Settlement  
10 or the notice plan for any purposes other than providing notice or conducting claims administration  
11 in this Action; and protect any information provided by Settlement Class Members from disclosure  
12 to any third parties (i.e., persons other than the Parties, their counsel, or the Claims Administrator)  
13 not assisting with notice and claims administration without advance consent from the Parties.

14       14. All Notice and Administration Expenses shall be paid from the Settlement Fund as  
15 contemplated by the Settlement Agreement. Further, all Taxes and Tax Expenses may be paid as  
16 incurred, without further order of the Court.

17       15. The Court approves the Email Notice, Reminder Notice, Long Form Notice, and  
18 Claim Form attached as Exhibits A through D to the Settlement Agreement, and finds that their  
19 dissemination in the manner set forth in the Settlement Agreement and in the Declaration of Justin  
20 Parks of A.B. Data ("Parks Declaration") substantially meets the requirements of Federal Rule of  
21 Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances,  
22 and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the  
23 pendency of the Action, the effect of the proposed Settlement (including the releases contained  
24 therein), the anticipated Fee and Expense Application, including Service Awards to Plaintiffs, and  
25 their rights to participate in, request exclusion from, or object to any aspect of the proposed  
26 Settlement. Non-material modifications to Notice and the Claim Form may be made by the Claims  
27 Administrator without further order of the Court, so long as they are approved by the Parties and  
28 consistent in all material respects with the Settlement Agreement and this Order.



1 Administrator's determinations on the validity and eligibility of Claims shall be final; Settlement  
2 Class Members may not appeal these determinations to the Court or other judicial body.

3 21. To be eligible to participate in any recovery from the Net Settlement Fund, if the  
4 Settlement becomes effective, each member of a Settlement Class must take the following actions  
5 and be subject to the following conditions:

6 a. Each Person claiming to be an Authorized Claimant shall be required to  
7 submit to the Claims Administrator a completed Claim Form, personally signed under  
8 penalty of perjury and accompanied by adequate information and documentation as  
9 specified in the Claim Form, or by such other supporting documentation as is deemed  
10 adequate by the Claims Administrator. The signature of the Settlement Class Members'  
11 attorney is not sufficient and electronic signatures, including DocuSign are similarly  
12 invalid and will not be considered personal signatures (other than when submitted  
13 electronically through the portal that the Claims Administrator designates for electronic  
14 submission of Claim Forms);

15 b. Except as otherwise ordered by the Court, all members of a Settlement Class  
16 who fail to timely submit a Claim Form shall be forever barred from receiving any  
17 payments pursuant to the Settlement Agreement and Settlement set forth therein, but will,  
18 in all other respects, be subject to and bound by the provisions of the Settlement  
19 Agreement, the releases contained therein, and the Judgment. Notwithstanding the  
20 foregoing, the Claims Administrator may, in its discretion: (i) accept for processing late  
21 submitted Claims, so long as the distribution of the Net Settlement Fund to Authorized  
22 Claimants is not materially delayed; and (ii) waive what the Claims Administrator deems  
23 to be *de minimis* or technical defects in any Claim Form submitted. No Person shall have  
24 any claim against Plaintiffs, Class Counsel, Plaintiffs' Counsel, Defendants, Defendants'  
25 Counsel, or the Claims Administrator by reason of any exercise of discretion with respect  
26 to such late-submitted or technically deficient claims.

27 c. Once the Claims Administrator has considered a timely submitted Claim  
28 Form, it shall determine whether such claim is valid, deficient, or rejected. To the extent

1 the Claims Administrator rejects a Claim Form, either in whole or in part, for any reason  
2 other than failure of the fraud review, the Claimant will be advised in writing of the reasons  
3 for the rejection. Claims received and determined to be fraudulently submitted shall not  
4 require a response or notice of rejection. To the extent any Claim Form contains curable  
5 deficiencies, the Claims Administrator shall inform the Claimant of the deficiency via  
6 email, or if no email address is available, by U.S. mail, and provide 21 calendar days to  
7 cure the deficiency.

8 d. Each member of a Settlement Class shall submit to the jurisdiction of the  
9 Court with respect to the Claim submitted, and shall, upon the Effective Date, release all  
10 of their Released Claims against the Released Parties, as provided in the Settlement  
11 Agreement. No discovery shall be allowed on the merits of the Action or the Settlement  
12 in connection with the processing of any Claim Form, nor shall any discovery from or of  
13 Defendants be allowed on any topic.

14 e. The bulk submission of Claim Forms by any claims aggregator or person or  
15 entity who claims to be an assignee of rights associated with any of the claims that were or  
16 could have been alleged in the Action is not allowed.

17 22. Members of a Settlement Class who do not submit a valid and timely Claim Form  
18 will be forever barred from receiving any payments from the Net Settlement Fund, but will in all  
19 other respects be subject to and bound by the terms of the Settlement Agreement and the Judgment,  
20 if entered and the Settlement becomes Effective, and will be permanently barred and enjoined from  
21 bringing any action, claim, or other proceeding of any kind against the Released Parties with  
22 respect to the Released Claims.

### 23 Request for Exclusion

24 23. Any putative member of the Settlement Classes who seeks to be excluded from the  
25 Settlement must submit a written request for exclusion to the Claims Administrator by U.S. Mail,  
26 postmarked no later than the Objection/Exclusion Deadline, or submit electronically via the  
27 exclusion request portal on the Settlement Website by the Objection/Exclusion Deadline, as  
28 described in the Long Form Notice and the Settlement Website (a “Request for Exclusion”). The

1 written Request for Exclusion must be sent either by: (a) first-class U.S. mail with postage prepaid,  
2 postmarked on or before the Objection/Exclusion Deadline; or (b) overnight delivery shown as  
3 sent on or before the Objection/Exclusion Deadline, to the Claims Administrator:

4 Google Assistant Privacy Settlement

5 c/o A.B. Data, Ltd.

6 P.O. Box 173001

7 Milwaukee, WI 53217

8 24. The Request for Exclusion must:

9 a. Include the Settlement Class Member's name, address, telephone number,  
10 email address, and information sufficient to verify that the Person is a member of one or  
11 both of the Settlement Classes (e.g., the unique ID from email notice he/she received or the  
12 email address associated with the Google Assistant Enabled Devices);

13 b. Clearly identify the case name and number: *In re Google Assistant Privacy*  
14 *Litigation*, No. 19-cv-04286-BLF (N.D. Cal.);

15 c. Be personally signed in ink, or by electronic signature through the exclusion  
16 request portal on the Settlement Website, and dated by the Settlement Class Member (the  
17 signature of the Settlement Class Members' attorney is not sufficient and electronic  
18 signatures, including DocuSign, except those submitted through the exclusion request  
19 portal on the Settlement Website, are similarly invalid and will not be considered personal  
20 signatures); and

21 d. Make a clear request that the Person would like to "opt out" or be excluded,  
22 by use of those or other words, clearly indicating a desire not to participate in the  
23 Settlement.

24 25. Members of any Settlement Class shall not be permitted to exclude other members  
25 of any Settlement Class. Moreover, group or class-wide exclusions shall not be permitted. A  
26 Request for Exclusion must be submitted by each Settlement Class Member on an individual basis,  
27 and personally signed by the person requesting exclusion (however a parent or legal guardian may  
28

1 sign a Request for Exclusion on behalf of a Settlement Class Member who is a minor, so long as  
2 he or she includes proof of such relationship).

3 26. A Request for Exclusion that does not include all of the foregoing information, that  
4 does not contain the proper signature, that is sent to an address other than the one designated above,  
5 or that is not sent within the time specified shall be invalid; the Person filing such an invalid request  
6 shall be a Settling Class Member and shall be bound by the Settlement, if the Settlement is  
7 approved.

8 27. Any Person who validly and timely requests exclusion from the Settlement shall  
9 not be a Settlement Class Member; shall not be bound by the Settlement Agreement; shall not be  
10 eligible to apply for or receive any benefit under the terms of the Settlement Agreement; and shall  
11 not be entitled to submit an objection to the Settlement. If a Settlement Class Member both submits  
12 a Claim Form and a timely Request for Exclusion, the Request for Exclusion will be deemed  
13 invalid and the person will be deemed a Settling Class Member.

14 28. Any Settlement Class Member who does not submit a valid and timely Request for  
15 Exclusion shall be bound by the final judgment dismissing the Action on the merits with prejudice.

16 **Objections**

17 29. Any Settlement Class Member who has not submitted a timely Request for  
18 Exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement,  
19 proposed Plan of Allocation, Fee and Expense Application, or Service Awards must submit a  
20 timely written objection to the Court that:

21 a. Includes the full name, address, telephone number, and email address of the  
22 objector and any counsel representing the objector;

23 b. Clearly identifies the case name and number: *In re Google Assistant Privacy*  
24 *Litigation*, No. 19-cv-04286-BLF (N.D. Cal.);

25 c. Includes information sufficient to verify that the objector is a member of  
26 one or both of the Settlement Classes (e.g., the unique ID from the email notice or the email  
27 address associated with the Google Assistant Enabled Device);  
28

1 d. Includes a detailed statement of the grounds and evidence upon which the  
2 objection is based;

3 e. States whether the objection applies only to the objector, part of the  
4 Settlement Classes, or all Settlement Classes;

5 f. Includes a list of all cases in which the objector or his or her counsel has  
6 filed an objection within the past five years;

7 g. Indicates whether the objector or his/her counsel intends to appear at the  
8 Final Approval Hearing, and identifies any witnesses to be called to testify or evidence to  
9 be presented at the hearing; and

10 h. Is personally signed in ink and dated by the objector (the signature of the  
11 objector's attorney is not sufficient and electronic signatures, including DocuSign, are  
12 similarly invalid and will not be considered personal signatures).

13 30. Objections must be submitted on or before the Objection/Exclusion Deadline as  
14 described in the Long Form Notice and the Settlement Website. If submitted through the Court's  
15 electronic filing system, objections must be submitted no later than 11:59 p.m. Pacific Time on the  
16 Objection/Exclusion Deadline. If submitted by U.S. Mail, objections must be postmarked by the  
17 Objection/Exclusion Deadline and mailed or delivered to the Clerk of Court, United States District  
18 Court for the Northern District of California, 280 South 1st Street, Room 2112, San Jose, CA  
19 95113. If submitted in person, the objection can be filed at any location of the United States District  
20 Court for the Northern District of California on or before the Objection/Exclusion Deadline. The  
21 time stamp of the electronically filed objection and the date of the postmark/delivery on the  
22 envelope containing the written statement objecting to the Settlement will be the exclusive means  
23 used to determine whether an objection and/or intention to appear has been timely submitted. In  
24 the event a postmark is illegible or unavailable, the date of mailing will be deemed to be three days  
25 prior to the date that the Court either stamps the envelope as received or posts the objection on the  
26 electronic case docket, whichever is earlier.

27 31. Any objector who timely submits an objection has the option to appear and request  
28 to be heard at the Final Approval Hearing, either in person or through the objector's counsel. Any

1 objector wishing to appear and be heard at the Final Approval Hearing must include a Notice of  
2 Intention to Appear in the body of the objector’s objection. If an objector makes an objection  
3 through an attorney, the objector shall be solely responsible for the objector’s attorneys’ fees and  
4 expenses. Counsel for any objector seeking to appear at the Final Approval Hearing must enter a  
5 Notice of Appearance no later than 14 calendar days before the Final Approval Hearing.

6 32. Settlement Class Members who fail to submit timely written objections in the  
7 manner specified above shall be deemed to have waived any objections and shall be foreclosed  
8 from making any objection to the Settlement Agreement and the proposed Settlement by appearing  
9 at the Final Approval Hearing, or through appeal, collateral attack, or otherwise. If a Settlement  
10 Class Member does not submit a timely written objection, the Settlement Class Member will not  
11 be able to participate in the Final Approval Hearing.

12 **Stay of Claims During Settlement Review Period**

13 33. Pending final determination of whether the Settlement should be approved,  
14 Plaintiffs, all members of any Settlement Class, and each of them, and anyone who acts or purports  
15 to act on their behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred  
16 and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in  
17 any court or tribunal that asserts Released Claims against any of the Released Parties, as is  
18 necessary and appropriate in aid of the Court’s continuing jurisdiction and authority. Unless and  
19 until the Settlement Agreement is cancelled and terminated pursuant to its terms, all proceedings  
20 in the Action, other than such proceedings as may be necessary to carry out the terms and  
21 conditions of the Settlement, are hereby stayed and suspended until further order of the Court.

22 **Settlement Fund**

23 34. To the extent they have not already done so, Class Counsel shall provide wire  
24 instructions for the Escrow Account and an IRS Form W-9 for the Settlement Fund to Defendants’  
25 Counsel within five business days of the date of this Order. Within 60 calendar days from the later  
26 of (a) the date the Court enters this Order, or (b) the date on which Class Counsel provides to  
27 Defendants’ Counsel the wire instructions for the Escrow Account and an IRS Form W-9 (or other  
28 appropriate tax identification information), Defendants shall transfer into the Escrow Account

1 \$1,000,000 of the Settlement Amount to cover the Claim’s Administrator’s reasonable, estimated  
2 cost for Notice and Administration Expenses.

3 35. Within 15 calendar days after the Effective Date, Google will deposit the remainder  
4 of the Settlement Amount into the Escrow Account. If final approval is not granted for any reason,  
5 the balance of the Escrow Account (including accrued interest), less (a) any Administration  
6 Expenses actually incurred, and (b) any amounts and Taxes incurred or due and owing and payable  
7 from the Settlement Fund in accordance with the Agreement, shall be returned to Defendants  
8 within 10 business days.

9 36. Huntington National Bank is appointed as the Escrow Agent.

10 37. All funds held by the Escrow Agent shall be deemed to be in the custody of, and  
11 subject to the jurisdiction of, the Court until such time as such funds are either distributed or  
12 returned pursuant to the Settlement Agreement, the Plan of Allocation, and/or order of the Court.

13 **Termination of the Settlement and Use of this Order**

14 38. If the Settlement fails to become effective or is terminated in accordance with its  
15 terms, or if the Judgment is not entered or is reversed or vacated on appeal, this Order shall be null  
16 and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to  
17 their positions without any prejudice, as provided for in the Settlement Agreement. The fact and  
18 terms of this Order or the Settlement, all negotiations, discussions, drafts and proceedings in  
19 connection with this Order or the Settlement, and any act performed or document signed in  
20 connection with this Order or the Settlement, shall not, in this or any other Court, administrative  
21 agency, arbitration forum, or other tribunal, constitute an admission, or evidence, or be deemed to  
22 create any inference (a) of any acts of wrongdoing or lack of wrongdoing, (b) of any liability on  
23 the part of Defendants to Plaintiffs, the Settlement Classes, or anyone else, (c) of any deficiency  
24 of any claim or defense that has been or could have been asserted in this Action, (d) of any damages  
25 or absence of damages suffered by Plaintiffs, the Settlement Classes, or anyone else, or (e) that  
26 any benefits obtained by the Settlement Class under the Settlement represent the amount that could  
27 or would have been recovered from Defendants in this Action if it were not settled at this time.  
28 The fact and terms of this Order or the Settlement, and all negotiations, discussions, drafts, and

1 proceedings associated with this Order or the Settlement, including the Judgment and the release  
 2 of the Released Claims provided for in the Settlement Agreement, shall not be offered or received  
 3 in evidence or used for any other purpose in this or any other proceeding in any court,  
 4 administrative agency, arbitration forum, or other tribunal, except as necessary to enforce the terms  
 5 of this Order, the Judgment, and/or the Settlement.

### 6 Settlement Schedule

7 39. The schedule of events referenced above should occur as follows:

8 Event	Timing	Date
9 Google to Provide Direct 10 Notice List	No later than 21 days after entry of the Preliminary Approval Order	April 9, 2026
11 Notice to the Settlement 12 Classes Commences ("Notice Date")	No later than 49 days after entry of the Preliminary Approval Order	May 7, 2026
13 Deadline to File Plaintiffs' 14 Motion for Attorneys' Fees and Expense Award and 15 Service Awards	No later than 35 days before the Objection/Exclusion Deadline	July 23, 2026
16 Deadline to File Plaintiffs' 17 Motion for Final Approval of the Settlement	No later than 14 days before the Claim Filing Deadline and Objection/Exclusion Deadline	August 13, 2026
18 Claims Filing Deadline	112 days after Notice Date	August 27, 2026
19 Objection/Exclusion Deadline	112 days after Notice Date	August 27, 2026
20 Deadline to File Claims 21 Administrator's 22 Declaration Concerning the 23 Implementation of the Notice Plan and Report of any Requests for Exclusion	No later than fourteen (14) days before the Final Approval Hearing	September 17, 2026
24 Final Approval Hearing	No sooner than 189 days after entry of the Preliminary Approval Order (at least 28 25 days after the Objection/ 26 Exclusion Deadline)	October 1, 2026 at 9:00 a.m. PT

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**IT IS SO ORDERED.**

Dated: March 19, 2026



HON. BETH LABSON FREEMAN  
UNITED STATES DISTRICT JUDGE