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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

NATHAN COLOMBO, Individually and on)
Behalf of All Others Similarly Situated,)
Plaintiff,)

vs.)

YOUTUBE, LLC and GOOGLE LLC,)
Defendants.)

Case No. 3:22-cv-06987-JD

**STIPULATION OF CLASS ACTION
SETTLEMENT**

1 This Stipulation of Class Action Settlement is entered into by and among Plaintiff Nathan
2 Colombo (“Plaintiff” or “Colombo”) for himself individually and as representative of the
3 Settlement Class, and Defendants YouTube, LLC and Google LLC (collectively “Defendants” or
4 “YouTube”).¹ This Settlement Agreement is intended by Plaintiff and YouTube (singularly,
5 “Party” and collectively, the “Parties”) to fully, finally, and forever resolve, discharge, and settle
6 the Released Claims upon and subject to the terms and conditions in this Agreement, and is subject
7 to the approval of the Court.

8 **I. RECITALS**

9 1. On August 30, 2022, the original named plaintiff, Brad Marschke (“Marschke”),
10 filed a putative class action complaint against Defendants in the United States District Court for
11 the Southern District of Illinois, alleging violations of the Illinois Biometric Information Privacy
12 Act, 740 ILCS 14/1, *et seq.* (“BIPA”), related to the alleged unauthorized collection and storage
13 of his biometric data.

14 2. On October 20, 2022, the Parties jointly stipulated to transfer the case to the United
15 States District Court for the Northern District of California. On October 21, 2022, the case was
16 transferred to this District, and, on November 17, 2022, it was reassigned to this Court.

17 3. On December 12, 2022, the original named plaintiff filed an amended complaint.

18 4. On January 31, 2023, Defendants filed a motion to dismiss the amended complaint.

19 5. During the pendency of Defendants’ motion to dismiss, the original named plaintiff,
20 Marschke, determined that he no longer wished to pursue his claims against Defendants due to the
21 time commitment necessary to participate in the discovery process, and was substituted by Plaintiff
22 Nathan Colombo in a second amended complaint filed on June 13, 2023. Pursuant to the
23 agreement of the Parties, the Court proceeded to rule on the previously filed motion to dismiss,
24 substituting Plaintiff Colombo for the original named plaintiff.

25 6. On June 28, 2023, the Court denied Defendants’ motion to dismiss.

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27 ¹ Unless otherwise specified, capitalized terms shall have the definitions ascribed to them in
28 Section II, *infra*.

1 7. Subsequently, the Parties conducted significant fact discovery, including
2 Defendants' production and Plaintiff's Counsel's review of 35,000 pages of documents, videos,
3 and source code change logs, as well as significant productions of documents and videos by
4 Plaintiff. Plaintiff also served and Defendants responded to Fed. R. Civ. P. 34 document requests,
5 Fed. R. Civ. P. 33 interrogatories, and Fed. R. Civ. P. 36 requests for admission.

6 8. Throughout these proceedings, the Parties attempted to resolve this dispute through
7 mediation. On December 10, 2024, the Parties participated in an all-day mediation with Shirish
8 Gupta of JAMS in San Francisco. After considerable arms-length negotiations, including
9 significant post-mediation efforts under Mr. Gupta's auspices, the Parties were able to reach an
10 agreement to resolve this Action.

11 9. Plaintiff and Class Counsel believe that the claims asserted in the Action have
12 merit, and that they would have ultimately succeeded at trial and on any subsequent appeal. But
13 Plaintiff and Class Counsel recognize that Defendants raised relevant factual and legal defenses
14 that pose risks to the Settlement Class, namely: (a) obstacles to an aggregate recovery for
15 Settlement Class Members; and (b) issues of law would be reviewed *de novo* on appeal even after
16 Plaintiff prevailed at trial. Class Counsel have also taken into account the uncertain outcome and
17 attendant risks of any litigation, especially in complex actions, as well as the difficulty and delay
18 inherent in such litigation and the appeals that would follow any judgment in favor of the
19 Settlement Class. Class Counsel believes that this Agreement eliminates uncertainty in the
20 outcome and presents an exceptional result for the Settlement Class, and one that will be provided
21 without delay. Therefore, Plaintiff believes that it is in the best interest of the Settlement Class to
22 settle the Action and that the Released Claims be fully and finally compromised, settled, and
23 resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement
24 Agreement.

25 10. Defendants have denied and continue to deny each and every allegation and all
26 charges of wrongdoing or liability of any kind whatsoever asserted or which could have been
27 asserted in the Action. Without acknowledging any fault or liability on the part of Defendants, the
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1 Parties have agreed to enter into this Agreement as an appropriate compromise of Plaintiff's and
2 Settlement Class Members' claims in order to put to rest all controversy and to avoid the
3 uncertainty, risk, expense, and burdensome, protracted, and costly litigation that would be involved
4 in prosecuting and defending the Action. This Agreement shall be for settlement purposes only,
5 and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as
6 any admission of the validity of any claim or any fact alleged by Plaintiff in this Action or in any
7 other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability
8 of any kind on the part of Defendants or admission by any of the Parties of the validity or lack
9 thereof of any claim, allegation, or defense asserted in the Action or in any other action.

10 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among
11 Plaintiff, the Settlement Class, and Defendants that, subject to the approval of the Court after a
12 hearing as provided for in this Settlement, and in consideration of the benefits flowing to the Parties
13 from the Settlement set forth herein, the Released Claims shall be fully and finally compromised,
14 settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the
15 terms and conditions set forth in this Settlement Agreement.

16 **II. AGREEMENT**

17 **1. Definitions**

18 As used herein, in addition to any definitions set forth elsewhere in this Settlement
19 Agreement, the following terms shall have the meanings set forth below.

20 1.1 "Action" means the case captioned *Colombo v. YouTube, LLC and Google LLC*,
21 No. 3:22-cv-06987-JD (N.D. Cal.).

22 1.2 "Agreement" or "Settlement Agreement" means this Stipulation of Class Action
23 Settlement.

24 1.3 "Approved Claim" means a complete and timely claim for Settlement benefits, as
25 evidenced by a timely Claim Form submitted by a Settlement Class Member that has been
26 approved for payment by the Settlement Administrator.

1 1.4 “Claim Form” means the document substantially in the form attached hereto as
2 Exhibit A, as approved by the Court.

3 1.5 “Claims Deadline” means the date by which all Claim Forms must be postmarked
4 or submitted electronically to be considered timely, and shall be set as a date no later than ninety
5 (90) calendar days following the Notice Date, subject to Court approval. The Claims Deadline
6 shall be clearly set forth in the order preliminarily approving the Settlement, as well as in the
7 Notice and the Claim Form.

8 1.6 “Class Counsel” means the law firms of Robbins Geller Rudman & Dowd LLP and
9 Milberg Coleman Bryson Phillips Grossman, PLLC.

10 1.7 “Class Representative” means Plaintiff Nathan Colombo.

11 1.8 “Court” means the United States District Court for the Northern District of
12 California, the Honorable James Donato presiding, or any judge who shall succeed him as the
13 judge assigned to the Action.

14 1.9 “Defendants” or “YouTube” means Defendants YouTube, LLC and Google LLC.

15 1.10 “Defendants’ Counsel” or “YouTube’s Counsel” means the law firm of Perkins
16 Coie LLP.

17 1.11 “Effective Date” means the date on which the Final Judgment becomes Final, as
18 defined herein.

19 1.12 “Escrow Account” means the separate, interest-bearing escrow account to be
20 established by Class Counsel, and administered by and at Huntington Bank which shall be the
21 “Escrow Agent.”

22 1.13 “Fee Award” means the amount of attorneys’ fees and expenses awarded to Class
23 Counsel by the Court to be paid out of the Settlement Fund.

24 1.14 “Final Approval Hearing” means the hearing before the Court where the Parties
25 will request that the Final Judgment be entered by the Court finally approving the Settlement as
26 fair, reasonable, and adequate in the best interests of the Settlement Class as a whole, and Class
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1 Counsel will request that the Court approve the requested Fee Award and the service award to the
2 Class Representative.

3 1.15 “Final Judgment” means the final judgment to be entered by the Court approving
4 the Settlement of the Action in accordance with this Settlement Agreement after the Final
5 Approval Hearing.

6 1.16 The Final Judgment becomes “Final” one business day after the latest of the
7 following events: (a) the date upon which the time expires for filing or noticing any appeal of the
8 Court’s Final Judgment approving the Settlement Agreement; (b) if there is an appeal or appeals,
9 other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a
10 manner that finally affirms and leaves in place the Final Judgment without any modification
11 (except insofar as agreed upon by the Parties), of all proceedings arising out of the appeal or
12 appeals (including, but not limited to, the expiration of all deadlines for notices of appeals, motions
13 for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand,
14 and all proceedings arising out of any subsequent appeal or appeals following decisions on
15 remand); or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding
16 on *certiorari*.

17 1.17 “Net Settlement Fund” means the Settlement Fund, plus any interest or investment
18 income earned on the Settlement Fund, less any Fee Award, service award to the Class
19 Representative, Taxes and Tax Expenses, and Settlement Administration Expenses.

20 1.18 “Notice” means the notices of this proposed Settlement and Final Approval
21 Hearing, which are to be disseminated to the Settlement Class substantially in the manner set forth
22 in this Settlement Agreement and approved by the Court, fulfilling the requirements of Due
23 Process and Rule 23 of the Federal Rules of Civil Procedure, and are substantially in the form of
24 Exhibits A, B and E attached hereto.

25 1.19 “Notice Date” means the date by which the Notice is disseminated to the Settlement
26 Class, which shall be a date no later than thirty-five (35) calendar days after entry of Preliminary
27 Approval.

1 1.20 “Objection/Exclusion Deadline” means the date by which a written objection to the
2 Settlement or a request for exclusion by a person within the Settlement Class must be made, which
3 shall be designated as a date twenty-one (21) calendar days prior to the Final Approval Hearing,
4 or such other date as ordered by the Court.

5 1.21 “Parties” means Plaintiff and Defendants, collectively.

6 1.22 “Plaintiff” means Nathan Colombo.

7 1.23 “Preliminary Approval” means that an order has been issued by the Court
8 (“Preliminary Approval Order”) in substantially the form set forth in Exhibit D, making each of
9 the following rulings: (a) preliminarily approving the Agreement and finding that the Settlement
10 is within the range of potential final approval as fair, reasonable, and adequate; (b) confirming
11 certification of the Settlement Class, for settlement purposes; and (c) approving the form and
12 manner of the Notice and directing that Notice be sent to the Settlement Class.

13 1.24 “Released Claims” means any and all claims or causes of action, whether known or
14 unknown (including “Unknown Claims”), arising from or related to Plaintiff’s allegations
15 regarding YouTube’s possession, collection, capture, storage, use, or disclosure of biometric
16 identifiers, biometric information, or any data derived from images of faces in videos uploaded to
17 YouTube, including all claims and issues that were asserted or that could have been asserted in the
18 Action and claims for any violation of the BIPA or other Illinois statutory or common law related
19 to alleged scans of face geometry. No prospective future claims based on conduct occurring after
20 the Effective Date of the Settlement are released by this Settlement.

21 1.25 “Released Parties” means YouTube, LLC and Google LLC including their
22 respective affiliates and partners, and their respective present or former administrators,
23 predecessors, successors, assigns, transferees, parents, subsidiaries, holding companies, investors,
24 divisions, associates, employees, agents, representatives, consultants, independent contractors,
25 directors, managing directors, officers, partners, principals, members, attorneys, vendors,
26 accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers,

1 employee benefit plans, underwriters, shareholders lenders, auditors, investment advisors, and
2 former companies.

3 1.26 “Releasing Parties” means Plaintiff and the Settlement Class Members and their
4 respective present or past heirs, executors, estates, administrators, trustees, assigns, agents,
5 consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors,
6 investment bankers, underwriters, lenders, and any other representatives of any of these persons
7 and entities.

8 1.27 “Settlement Administration Expenses” means all costs and fees incurred by the
9 Settlement Administrator in administering the Settlement, including, but not limited to: preparing
10 and publishing the Notice and any other means of following up with the Settlement Class;
11 establishing and maintaining any Settlement Website; making Settlement Payments to the
12 Settlement Class; receiving requests for exclusion; resolving any disputed claims; performing
13 administrative work related to unclaimed payments; reporting periodically to Class Counsel and
14 Defendants’ Counsel; and preparing and providing any declarations or reports required by this
15 Agreement or the Court.

16 1.28 “Settlement Administrator” means Verita Global, LLC, subject to approval of the
17 Court, which will provide certain aspects of the Notice, Settlement Website, as well as the
18 processing of Approved Claims as Settlement Payments to Settlement Class Members as set forth
19 in this Agreement.

20 1.29 “Settlement Amount” means Six Million, Twenty-Two Thousand, Five Hundred
21 Dollars (\$6,022,500), in U.S. dollars.

22 1.30 “Settlement Class” means the following: all residents of the State of Illinois who
23 uploaded a video to YouTube on which Face Blur was run. YouTube represents, based on its best
24 estimates, that the Settlement Class contains approximately 16,500 individuals. Excluded from
25 the Settlement Class are: (a) any Judge, Magistrate Judge, or mediator presiding over this Action
26 and members of their families; (b) YouTube, YouTube’s subsidiaries, parent companies,
27 successors, predecessors, and any entity in which YouTube or its parents have a controlling interest
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1 and its current or former employees, officers, and directors; (c) persons who properly execute and
2 file a timely request for exclusion from the Settlement Class; (d) persons whose claims in this
3 matter have been finally adjudicated on the merits or otherwise released; (e) Plaintiff's Counsel
4 and YouTube's Counsel; and (f) the legal representatives, successors, and assigns of any such
5 excluded persons.

6 1.31 "Settlement Class Member" means a person who falls within the definition of the
7 Settlement Class. Accordingly, a person who properly executes and files a timely request for
8 exclusion from the Settlement Class is not a Settlement Class Member.

9 1.32 "Settlement Failure" is deemed to occur when this Settlement Agreement is not
10 approved by any court or is terminated for any reason or when an occurrence precludes the
11 Effective Date from coming to pass.

12 1.33 "Settlement Fund" means the Settlement Amount plus all interest and accretions
13 thereto which is non-reversionary and which may be reduced by payments and deductions as
14 provided herein or by Court order. The Settlement Fund shall be used to pay Approved Claims;
15 Notice and Administration Expenses; Taxes and tax-related expenses due as a result of interest
16 earned on the Settlement Fund; Class Counsel's Fee Award, and the Class Representative service
17 award, as approved by the Court.

18 1.34 "Settlement Payment" means the payments to be made in response to Approved
19 Claims.

20 1.35 "Settlement Website" means the website to be created, launched, and maintained
21 by the Settlement Administrator, which will provide access to Settlement-related case documents,
22 including this Agreement, the Notice, Claim Form, and other relevant documents.

23 1.36 "Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts, and other
24 charges of any kind (together with all interest, penalties, additions to tax, and additional amounts
25 imposed with respect thereto) imposed by any governmental authority.

26 1.37 "Unknown Claims" means claims that could have been raised in the Action and
27 that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or
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1 her, might affect his or her agreement to release the Released Parties or the Released Claims or
2 might affect his or her decision to agree, object or not to object to the Settlement, or seek exclusion
3 from the Settlement Class. Upon the Effective Date, the Releasing Parties shall be deemed to
4 have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the
5 provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as
6 follows:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
8 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
9 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
10 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED
11 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

12 Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived
13 any and all provisions, rights, and benefits conferred by any law of any state or territory of the
14 United States, or principle of common law, or the law of any jurisdiction outside of the United
15 States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code.
16 The Releasing Parties acknowledge that they may discover facts in addition to or different from
17 those that they now know or believe to be true with respect to the subject matter of this release,
18 but that it is their intention to finally and forever settle and release the Released Claims,
19 notwithstanding any Unknown Claims they may have, as that term is defined in this paragraph.

18 2. Conditional Certification

19 2.1 For purposes of effectuating this Settlement Agreement only, the Parties agree that:
20 (a) the Settlement Class shall be certified in accordance with the definition of Settlement Class
21 provided above; (b) Class Counsel shall be appointed as counsel for the Class; and (c) Plaintiff
22 shall represent the Settlement Class for settlement purposes.

23 2.2 Defendants conditionally agree and consent to certification of the Settlement Class
24 for settlement purposes only, and within the context of the Settlement Agreement only. If the
25 Settlement Agreement, for any reason, is not finally approved or is terminated: (a) Defendants
26 reserve the right to assert any and all objections and defenses to certification of a class; (b) neither
27 the Settlement Agreement nor any order or other action relating to the Settlement Agreement shall
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1 be offered by any person as evidence in support of a motion to certify a class for a purpose other
2 than settlement; (c) the settlement proposed in the Settlement Agreement shall become null and
3 void and shall have no legal effect and may never be mentioned in court or in any court filings;
4 and (c) the Parties will return to their respective positions existing immediately before the
5 execution of the Settlement Agreement.

6 **3. Settlement Relief**

7 3.1 Defendants shall pay or cause to be paid into the Escrow Account the Settlement
8 Amount (\$6,022,500) within sixty (60) calendar days after the issuance of an order from the Court
9 preliminarily approving the terms of this Settlement, or receipt of detailed wire instructions and a
10 completed W-9, whichever is later. Defendants' sole obligation under this Settlement is payment
11 of the Settlement Amount pursuant to Paragraph 3.1.

12 **a. The Escrow Agent**

13 3.2 The Escrow Agent shall invest the Settlement Amount deposited pursuant to
14 Paragraph 3.1 hereof in instruments backed by the full faith and credit of the United States
15 Government or fully insured by the United States Government or an agency thereof, or in money
16 funds holding only instruments backed by the full faith and credit of the United States Government,
17 and shall reinvest the proceeds of these instruments as they mature in similar instruments at their
18 then-current market rates. The Released Parties shall have no responsibility for, interest in, or
19 liability whatsoever with respect to investment decisions executed by the Escrow Agent. All costs
20 and risks related to the investment of the Settlement Fund in accordance with the guidelines set
21 forth in this paragraph shall be borne by the Settlement Fund. Any interest or earning on the funds
22 in the Escrow Account shall accrue to the benefit of the Settlement Class Members.

23 3.3 The Escrow Agent shall not disburse the Settlement Fund except: (a) as provided
24 in this Settlement Agreement; (b) by an order of the Court; or (c) with the written agreement of
25 counsel for the Parties.

26 3.4 Subject to further order(s) and/or directions as may be made by the Court, or as
27 provided in this Settlement Agreement, the Escrow Agent is authorized to execute such
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1 transactions as are consistent with the terms of this Settlement Agreement. Other than the
2 obligation to pay or cause to be paid the Settlement Amount into the Escrow Account set forth in
3 Paragraph 3.1 herein, the Released Parties shall have no responsibility for, interest in, or liability
4 whatsoever with respect to: (a) any act, omission, or determination by the Escrow Agent, Class
5 Counsel, Settlement Administrator, or any of their respective designees or agents, in connection
6 with the administration of the Settlement or otherwise; or (b) any transaction executed by the
7 Escrow Agent or any designees or agents thereof. Other than the obligation to cause the payment
8 of the Settlement Amount pursuant to Paragraph 3.1, the Released Parties shall have no obligation
9 to make any other payments into the Escrow Account or to any Settlement Class Member pursuant
10 to this Settlement Agreement.

11 3.5 All funds held by the Escrow Agent shall be deemed and considered to be in
12 *custodia legis* of the Court, and shall be subject to the jurisdiction of the Court.

13 3.6 The Escrow Agent, without further approval of Defendants or the Court, may pay
14 as incurred and from the Settlement Fund, all Notice and Administration Expenses subject only to
15 the approval of Class Counsel.

16 **b. Taxes and Settlement Fund**

17 3.7 The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all
18 times a “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1, and
19 shall be interest bearing. In addition, the Escrow Agent shall timely make such elections as
20 necessary or advisable to carry out the provisions of Paragraph 3.7, including the “relation-back
21 election” (as defined in Treasury Regulation §1.468B-1) back to the earliest permitted date. Such
22 elections shall be made in compliance with the procedures and requirements contained in such
23 regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and
24 deliver, or cause the preparation and delivery of, the necessary documentation for signature by all
25 necessary parties, and thereafter to cause the appropriate filing to occur.

26 (a) For the purpose of §1.468B of the Internal Revenue Code of 1986, as
27 amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow
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1 Agent. The Escrow Agent shall be solely responsible for timely and properly filing, or causing to
2 be filed, all informational and other tax returns necessary or advisable with respect to the
3 Settlement Fund (including, but not limited to, the returns described in Treasury Regulation
4 §1.468B-2(k)). Such returns (as well as the election described in Paragraph 3.7(a) hereof) shall be
5 consistent with Paragraph 3.7 and in all events shall reflect that all Taxes including any estimated
6 Taxes, interest, or penalties on the income earned by the Settlement Fund shall be paid out of the
7 Settlement Fund as provided in Paragraph 3.7(c) hereof. Released Parties shall not have liability
8 or responsibility for any such Taxes.

9 (b) All (i) Taxes (including any estimated Taxes, interest, or penalties) arising
10 with respect to the Settlement Fund, including any Taxes or tax detriments that may be imposed
11 upon Defendants with respect to any income earned by the Settlement Fund for any period during
12 which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal or state
13 income tax purposes, and (ii) expenses and costs incurred in connection with the operation and
14 implementation of Paragraph 3.7 (including, but not limited to, expenses of tax attorneys and/or
15 accountants and mailing and distribution costs and expenses relating to filing (or failing to file)
16 the returns described in Paragraph 3.7) (“Tax Expenses”), shall be paid out of the Settlement Fund;
17 in all events the Released Parties and their counsel shall have no liability or responsibility for the
18 Taxes or the Tax Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a
19 cost of administration of the Settlement Fund and shall be timely paid, or caused to be paid, by the
20 Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow
21 Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from
22 distribution to Settlement Class Members any funds necessary to pay such amounts, including the
23 establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that
24 may be required to be withheld under Treasury Regulation §1.468B-2(l)(2)); neither the Released
25 Parties nor their counsel are responsible nor shall they have any liability therefor. The Parties
26 hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and
27 accountants to the extent reasonably necessary to carry out the provisions of Paragraph 3.7.
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1 3.8 The Settlement Administrator, subject to such supervision and direction of the
2 Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer
3 and/or oversee distribution of the Net Settlement Fund to Settlement Class Members pursuant to
4 this Agreement.

5 3.9 The Settlement Administrator and Class Counsel are responsible for
6 communicating with Settlement Class Members regarding the distribution of the Net Settlement
7 Fund and amounts paid under the Settlement.

8 3.10 Each Representative Plaintiff and Settlement Class Member shall be solely
9 responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of
10 funds from the Settlement Fund pursuant to this Agreement.

11 **4. Settlement Benefits**

12 4.1 Settlement Class Members who wish to file a claim for a Settlement Payment must
13 submit a Claim Form which will be available in paper and electronically. The Claim Form will
14 require a claiming Settlement Class Member to provide the following: (a) full name; (b) current
15 U.S. Mail address; (c) the email address associated with their YouTube account; and (d) if
16 necessary, additional information about the time during which they were located in Illinois as well
17 as their YouTube use. The Claim Form will require an affirmation that the person is a member of
18 the Settlement Class, and an affirmation of the truth of the contents of the Claim Form. The
19 electronic Claim Form will provide Settlement Class Members with the option of having their
20 Settlement Payment transmitted to them electronically, through Automated Clearing House direct
21 deposit, or other reliable means.

22 4.2 Settlement Class Members shall have until the Claims Deadline to submit a Claim
23 Form. Each Settlement Class Member with an Approved Claim shall be entitled to a Settlement
24 Payment in the amount equal to that Settlement Class Member's pro rata share of the Net
25 Settlement Fund.

26 4.3 Within sixty (60) calendar days after the Effective Date, or such other date as the
27 Court may set, the Settlement Administrator shall send Settlement Payments from the Settlement
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1 Fund by check or electronic deposit, as elected by the Settlement Class Members with Approved
2 Claims.

3 4.4 Each payment issued to a Settlement Class Member via check will state on the face
4 of the check that it will become null and void unless cashed within ninety (90) calendar days after
5 the date of issuance.

6 4.5 In the event that an electronic deposit to a Settlement Class Member cannot be
7 processed, the Settlement Administrator shall attempt to contact the Settlement Class Member
8 within thirty (30) calendar days to correct the problem.

9 4.6 To the extent that a check issued to a Settlement Class Member is not cashed within
10 one hundred twenty (120) calendar days after the date of issuance or an electronic deposit is unable
11 to be processed within one hundred twenty (120) calendar days of issuance, such funds shall
12 remain in the Settlement Fund and shall be apportioned pro rata to participating Settlement Class
13 Members with Approved Claims whose Settlement Payments were processed or negotiated, in a
14 second distribution, if economically feasible. To the extent that any second (or subsequent)
15 distribution is impracticable or such residual funds remain in the Settlement Fund after an
16 additional ninety (90) calendar days, such funds shall revert to the American Civil Liberties Union
17 of Illinois, as approved by the Court.

18 4.7 No amount paid by Defendants into the Escrow Account shall revert to Defendants
19 unless there is a Settlement Failure. In no event shall any such amount be paid to any Class
20 Counsel except for the amount of a Court-approved Fee Award.

21 4.8 Within twenty-one (21) calendar days after the distributions referenced in
22 Paragraph 4.2, the Parties will file with the Court a Post-Distribution Accounting as contemplated
23 in the Northern District of California Procedural Guidance for Class Action Settlements
24 (<https://www.cand.uscourts.gov/for=s/procedural-guidance-for-class-action-settlements/>).

25 **5. Releases**

26 5.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and
27 final disposition of the Action and any and all Released Claims, as against all Released Parties.
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1 5.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed
2 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,
3 relinquished, and discharged all Released Claims against the Released Parties, and each of them.

4 5.3 Upon entry of the Final Judgment, the Releasing Parties, and each of them, shall be
5 barred from initiating, asserting, or prosecuting against Released Parties any Released Claims. In
6 the event any member of the Settlement Class attempts to prosecute an action in contravention of
7 the Final Judgment and this Agreement, counsel for any of the Parties may forward this Agreement
8 and the Final Judgment to such Settlement Class Member and advise him, her, or it of the releases
9 provided pursuant to this Agreement. If so requested by Defendants or Defendants' Counsel, Class
10 Counsel shall provide this notice.

11 5.4 Upon the Effective Date, the Released Parties shall by operation of the Final
12 Judgment have, fully, finally, and forever released, relinquished, and discharged all claims against
13 Plaintiff, the Settlement Class, and Class Counsel that arise out of or relate in any way to the
14 commencement, prosecution, settlement, or resolution of the Action, except for claims to enforce
15 the terms of the Settlement.

16 **6. Notice to the Settlement Class**

17 6.1 Direct Notice List. Within fourteen (14) calendar days of the Preliminary Approval
18 Order, Defendants shall provide to the Settlement Administrator a list of email addresses for
19 YouTube users who, based on a reasonable review of Defendants' records, are Members of the
20 Settlement Class (this list is the "Direct Notice List"). Defendants do not make any representations
21 as to the accuracy or completeness of the Direct Notice List. The Settlement Administrator shall
22 keep strictly confidential the Direct Notice List and all personal information linked to or obtained
23 or derived therefrom, including all identifying information, mailing address, email addresses,
24 telephone numbers, and any other contact information. The Direct Notice List may not be used by
25 the Settlement Administrator for any purpose other than advising specific individual Settlement
26 Class Members of their rights, mailing Settlement Payments, and otherwise effectuating the terms
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1 of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of
2 the Settlement.

3 6.2 The Notice shall be disseminated as follows:

4 (a) Email Notice by Settlement Administrator. No later than the Notice Date,
5 the Settlement Administrator shall send Notice via email substantially in the form attached as
6 Exhibit B, with a link to a Spanish language version to all Settlement Class Members to each email
7 address on the Direct Notice List.

8 (b) Reminder Notice. No later than fourteen (14) calendar days before the
9 Claims Deadline, the Settlement Administrator shall send a reminder notice via email to all
10 Settlement Class Members who were sent an email substantially in the form attached as Exhibit
11 B, with a link to a Spanish language version.

12 (c) Settlement Website. Expeditiously after Preliminary Approval of the
13 Settlement and commencement of the notice program, the Notice shall be posted to the Settlement
14 Website, which shall be administered and maintained by the Settlement Administrator and shall
15 include the ability to file Claim Forms online. The Notice provided on the Settlement Website
16 will be in English and Spanish and shall be substantially in the form attached as Exhibit A. The
17 content of the Settlement Website, the URL of the Settlement Website, and any materials posted
18 on the Settlement Website shall be subject to approval of Class Counsel and Defendants' Counsel.
19 The content of the Settlement Website shall be identical to the content of the Notice attached as
20 Exhibit A and no additional content, verbiage, or visuals shall be permitted on the Settlement
21 Website without the express written consent of Defendants' Counsel.

22 (d) Targeted Internet Ad Campaign. The Settlement Administrator shall
23 arrange for an Internet banner ad campaign generating approximately 1.865 million impressions
24 targeting Illinois YouTube users and Illinois adults 25-54 years of age via the Meta Audience
25 Network.² The banner ads shall be substantially in the form attached as Exhibit E.

26 _____
27 ² If a Facebook page is required to enable the Facebook banner ads, the Settlement Administrator
28 shall prohibit any user-generated content from being posted or visible on that Facebook page. That
Facebook page cannot contain any content, verbiage, or visuals other than the content of the Notice
attached as Exhibit E.

1 (e) Class Action Fairness Act of 2005 Notice. The Settlement Administrator
2 will be responsible for providing the notice of Settlement required by 28 U.S.C. §1715 within ten
3 (10) days after Plaintiff moves for preliminary approval of this Settlement. Any costs associated
4 with providing such notices shall be paid by Defendants.

5 **7. Objecting to the Settlement and Requesting Exclusion from the**
6 **Settlement Class**

7 7.1 Any Settlement Class Member who intends to object to this Agreement and/or
8 Class Counsel's request for a Fee Award, must present the objection in writing filed with the Court,
9 which must be personally signed by the objector, and must include the following: (a) the objector's
10 name, address, and email; (b) an explanation of the basis upon which the objector claims to be a
11 Settlement Class Member; (c) whether the objection applies only to the objector, a subset of the
12 Settlement Class, or the entire Settlement Class; (d) all grounds for the objection, including all
13 citations to legal authority and evidence supporting the objection; (e) the name and contact
14 information of any and all attorneys representing, advising, or in any way assisting the objector in
15 connection with the preparation or submission of the objection or who may profit from the pursuit
16 of the objection, who must enter an appearance with the Court in accordance with the Local Rules;
17 and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing
18 (either personally or through counsel). Any Settlement Class Member who fails to timely file and
19 serve a written objection in compliance with the provisions set forth herein and pursuant to this
20 Agreement shall not be permitted to object to the approval of this Settlement Agreement at the
21 Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement
22 Agreement or its terms by appeal or any other means. Any Settlement Class Member who wishes
23 to be heard at the Final Approval Hearing as to any objection to this Agreement must so state in
24 their filed objection.

25 7.2 A Settlement Class Member may request to be excluded from the Settlement Class
26 by sending a written request that is received on or before the Objection/Exclusion Deadline
27 approved by the Court and specified in the Notice. To exercise the right to be excluded, a
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1 Settlement Class Member must timely send a written request for exclusion to the Settlement
2 Administrator providing his/her name, address, email, signature, name and number of the Action,
3 and a statement that he or she wishes to be excluded from the Settlement Class. The Settlement
4 Administrator shall create a dedicated e-mail address to receive exclusion requests electronically.
5 A request to be excluded that does not include all of this information, or that is sent to an address
6 other than that designated in the Notice, or that is not postmarked (or received, if not postmarked)
7 within the time specified in the Notice, shall be invalid, and the person(s) serving such a request
8 shall remain a Member(s) of the Settlement Class and shall be bound as a Settlement Class Member
9 by this Agreement, if approved. Any Member of the Settlement Class who validly elects to be
10 excluded from this Agreement shall not: (a) be bound by any orders or the Final Judgment; (b) be
11 entitled to relief under this Settlement Agreement; (c) gain any rights by virtue of this Agreement;
12 or (d) be entitled to object to any aspect of this Agreement. The request for exclusion must be
13 personally signed by the person requesting exclusion. Typed signatures shall not be allowed. So-
14 called "mass" or "class" opt-outs shall not be allowed. If a person both submits a Claim Form and
15 a request for exclusion, the request for exclusion will be deemed invalid and the person will be
16 deemed a Settlement Class Member.

17 7.3 A person cannot both object to and exclude themselves from this Settlement
18 Agreement. Any Settlement Class Member who attempts to both object to and exclude themselves
19 from this Settlement Agreement will be deemed to have excluded themselves (except if the
20 Settlement Class Member submits a valid Claim Form) and will forfeit the right to object to the
21 terms of this Settlement Agreement.

22 7.4 Upon request, the Settlement Administrator shall provide Defendants with a list of
23 persons who have submitted valid requests for exclusion. Within seven (7) days after the
24 Objection/Exclusion Deadline, the Settlement Administrator shall provide Defendants with a final
25 list of persons who submitted valid requests for exclusion. If the number of Settlement Class
26 Members who request exclusion exceeds [REDACTED], then Defendants may, in their sole
27 discretion, notify Class Counsel in writing that they have elected to terminate this Settlement
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1 Agreement. Such notification of intent to terminate the Settlement Agreement must be provided
2 a minimum of seven (7) calendar days before the Final Approval Hearing. Such notification of
3 termination shall effect an immediate termination of the Settlement Agreement and constitute a
4 Settlement Failure.

5 **8. Settlement Administration**

6 8.1 The Settlement Administrator shall, under the supervision of the Class Counsel,
7 administer the relief provided by this Settlement Agreement by providing Notice and processing
8 Claim Forms in a reasonable, cost effective, and timely manner. The Settlement Administrator
9 shall maintain reasonably detailed records of its activities under this Agreement. The Settlement
10 Administrator shall maintain all such records as are required by applicable law in accordance with
11 its normal business practices and such records will be made available to Class Counsel upon
12 request. The Settlement Administrator shall also provide reports and other information to the
13 Court as the Court may require. Without limiting the foregoing, the Settlement Administrator
14 shall:

15 (a) receive requests to be excluded from the Settlement Class and promptly
16 provide Class Counsel and Defendants' Counsel copies thereof. If the Settlement Administrator
17 receives any exclusion forms after the deadline for the submission of such forms, the Settlement
18 Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

19 (b) provide weekly reports to Class Counsel regarding the number of Claim
20 Forms received and the categorization and description of Claim Forms rejected, in whole or in
21 part, by the Settlement Administrator; and

22 (c) make available for inspection by Class Counsel the Claim Forms received
23 by the Settlement Administrator at any time upon reasonable notice.

24 8.2 The Settlement Administrator shall be obliged to employ reasonable procedures to
25 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud,
26 including by cross-referencing Approved Claims with the Class List. The Settlement
27 Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is
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1 an Approved Claim and shall reject Claim Forms that fail to: (a) comply with the instructions on
2 the Claim Form or the terms of this Agreement; or (b) provide full and complete information as
3 requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims
4 Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator shall
5 give such person reasonable opportunity to provide any requested missing information, which
6 information must be received by the Settlement Administrator no later than twenty-eight (28)
7 calendar days after the Claims Deadline. In the event the Settlement Administrator receives such
8 information more than twenty-eight (28) calendar days after the Claims Deadline, then any such
9 claim shall be denied. The Settlement Administrator may contact any person who has submitted
10 a Claim Form to obtain additional information necessary to verify the Claim Form. Class Counsel
11 and Defendants' Counsel shall both have the right to challenge the acceptance or rejection of a
12 Claim Form submitted by a Settlement Class Member by the Settlement Administrator. The
13 Settlement Administrator shall follow any joint decisions of Class Counsel and Defendants'
14 Counsel as to the validity of any disputed submitted Claim Form. Where Class Counsel and
15 Defendants' Counsel disagree as to the validity of a submitted Claim Form, the Settlement
16 Administrator will resolve the dispute and the Claim Form will be treated in the manner designated
17 by the Settlement Administrator.

18 **9. Preliminary Approval and Final Approval**

19 9.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall
20 submit this Agreement together with its Exhibits to the Court and shall move the Court for entry
21 of Preliminary Approval of the Settlement set forth in this Agreement, which order shall set a Final
22 Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in
23 the form of Exhibits A, B, C, D and E hereto. The order granting Preliminary Approval shall also
24 authorize the Parties, without further approval from the Court, to agree to and adopt such
25 amendments, modifications and expansions of the Settlement Agreement and its implementing
26 documents (including all Exhibits to this Agreement) so long as they are consistent in all material
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1 respects with the terms of the Final Judgment set forth below and do not limit or impair the rights
2 of the Settlement Class.

3 9.2 After Notice is given, the Parties shall request and seek to obtain from the Court a
4 Final Judgment, which will (among other things):

5 (a) find that the Court has personal jurisdiction over all Settlement Class
6 Members and that the Court has subject matter jurisdiction to approve the Agreement, including
7 all Exhibits thereto;

8 (b) approve the Settlement Agreement and the proposed Settlement as fair,
9 reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct
10 the Parties and their counsel to implement and consummate the Agreement according to its terms
11 and provisions; and declare the Agreement to be binding, and have *res judicata* and preclusive
12 effect, on all pending and future lawsuits or other proceedings maintained by or on behalf of
13 Plaintiff and the Releasing Parties with respect to the Released Claims;

14 (c) find that the Notice implemented pursuant to the Agreement: (i) constitutes
15 the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably
16 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
17 Action, their right to object to the Settlement or exclude themselves from the Settlement Class,
18 and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and
19 sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements
20 of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution,
21 and the rules of the Court;

22 (d) find that the Class Representative and Class Counsel adequately represent
23 the Settlement Class for purposes of entering into and implementing the Agreement;

24 (e) dismiss the Action (including all individual claims and Settlement Class
25 claims presented thereby) on the merits and with prejudice, without fees or costs to any party
26 except as provided in the Settlement Agreement;

1 (f) incorporate the Releases set forth above, make the Releases effective as of
2 the Effective Date, and forever discharge the Released Parties from the Released Claims as set
3 forth herein;

4 (g) permanently bar and enjoin all Settlement Class Members who have not
5 properly sought exclusion from the Settlement Class from initiating, asserting, prosecuting,
6 intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in
7 any jurisdiction based on the Released Claims;

8 (h) without affecting the finality of the Final Judgment for purposes of appeal,
9 retain jurisdiction as to all matters relating to administration, consummation, enforcement, and
10 interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary
11 purpose; and

12 (i) incorporate any other provisions, as the Court deems necessary and just.

13 9.3 The Parties shall, in good faith, cooperate, assist, and undertake all reasonable
14 actions and steps in order to accomplish these required events on the schedule set by the Court,
15 subject to the terms of this Settlement Agreement.

16 **10. Termination of the Settlement Agreement**

17 10.1 Defendants or the Class Representative on behalf of the Settlement Class, shall have
18 the right to terminate this Agreement by providing written notice of the election to do so to all
19 other Parties hereto within twenty-one (21) calendar days of any of the following events: (a) the
20 Court's refusal to grant Preliminary Approval of this Agreement in any material respect or a ruling
21 conditionally approving this Agreement subject to proposed changes to, or additions of, material
22 terms (including, but not limited to, changes or additions to the relief set forth in Section 3.9, the
23 notice provisions of Section 6, and the releases provided in Section 5, including the definitions of
24 "Released Claims" and "Released Parties"); (b) the Court's refusal to grant final approval of this
25 Agreement as provided in Section 9, above, without any material revision (including, but not
26 limited to, changes or additions to the relief set forth in Section 3, the notice provisions of Section
27 6, and the releases provided in Section 5, including the definitions of "Released Claims" and
28

1 “Released Parties”); (c) the Court’s refusal to enter the Final Judgment in this Action in any
2 material respect; (d) the date upon which the Final Judgment is modified or reversed in any
3 material respect by the Court of Appeals or the Supreme Court; or (e) the date Defendants
4 terminate the Settlement Agreement pursuant to Paragraph 7.4 above.

5 **11. Class Counsel’s Fee Award and Service Award to Class**
6 **Representative**

7 11.1 Class Counsel shall move the Court for a Fee Award. Payment of the Court-
8 approved Fee Award shall be made from the Settlement Fund. Defendants are not responsible for
9 Class Counsel’s allocation of the Fee Award amongst themselves.

10 11.2 Any Fee Award by the Court shall be paid to Class Counsel by the Settlement
11 Administrator from the Settlement Fund within three (3) business days of the later of: (a) entry of
12 the Final Judgment; or (b) an order granting such Fee Award, notwithstanding the existence of any
13 timely filed objections thereto or to the Settlement. Payment of the Fee Award shall be made via
14 wire transfer to an account or accounts designated by Class Counsel after providing necessary
15 information for electronic transfer. The Fee Award paid to Class Counsel will be subject to
16 potential repayment pursuant to the terms set forth below.

17 11.3 Each Class Counsel’s law firm receiving any portion of a Fee Award, as a condition
18 of receiving such payment, agrees on behalf of itself and each equity partner and/or shareholder of
19 it that the law firm and its equity partners and/or shareholders are subject to the jurisdiction of the
20 Court for the purpose of enforcing the provisions of this paragraph. Class Counsel executing this
21 Settlement stipulate, warrant, and represent that they have actual authority to enter into the
22 obligations set forth in this paragraph on behalf of the law firms indicated below, and the
23 shareholders, members, and/or partners of those law firms respectively. In the event of a
24 Settlement Failure, and in the event that the Fee Award has been paid to any extent, then Class
25 Counsel with respect to the Fee Award paid shall within thirty (30) business days from receiving
26 notice from Defendants’ Counsel or from a court of appropriate jurisdiction, refund to the
27 Settlement Fund such fees and expenses previously paid to them from the Settlement Fund plus
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1 interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with
2 such reversal or modification. If the Fee Award is reduced on appeal or by virtue of an objection
3 thereto or a collateral attack on the awarded fees, Class Counsel shall repay the portion of the Fee
4 Award by which it is reduced and any interest earned thereon at the same rate as earned on the
5 Settlement Fund. This full or partial repayment of the Fee Award shall be applied to the Net
6 Settlement Fund and distributed in accordance with the terms of the Agreement.

7 11.4 Class Counsel intend to file a motion for Court approval of a service award to the
8 Class Representative, to be paid from the Settlement Fund.

9 11.5 Neither the Settlement nor the Settlement Agreement is conditioned upon the
10 Court's approval of: (a) any attorneys' fees or expenses (or the amount of such fees or expenses)
11 sought by Class Counsel; or (b) any service award (or the amount of any service award). Any
12 modification by the Court to any awarded attorneys' fees or to any service award shall not
13 constitute a Settlement Failure.

14 **12. Conditions of Settlement, Effect of Disapproval, Cancellation or**
15 **Termination**

16 12.1 In the event of a Settlement Failure, this Settlement Agreement shall be canceled
17 and terminated subject to Paragraph 10.1 unless Class Counsel and Defendants' Counsel mutually
18 agree in writing to proceed with this Agreement. If any Party is in material breach of the terms
19 hereof, any other Party, provided that it is in substantial compliance with the terms of this
20 Agreement, may terminate this Agreement on notice to all of the Parties. Notwithstanding
21 anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the
22 requested Fee Award to Class Counsel and/or the award to Plaintiff set forth in Section 11 above
23 shall not prevent the Effective Date from occurring, nor shall it be grounds for termination of this
24 Agreement.

25 12.2 In the event of a Settlement Failure, the Parties shall be restored to their respective
26 positions as of the date of the signing of this Agreement. In such event, any Final Judgment or
27 other order entered by the Court in accordance with the terms of this Agreement shall be treated
28

1 as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* as if this
2 Settlement Agreement had never been entered into.

3 12.3 In the event of a Settlement Failure, the Settlement Fund, together with any earnings
4 thereon at the same rate as earned by the Settlement Fund, less any Taxes paid or due, less
5 Settlement Administrative Expenses actually incurred (whether paid or payable from the
6 Settlement Fund), shall be returned to Defendants within thirty (30) calendar days after written
7 notification of such event in accordance with instructions provided by Defendants' Counsel to
8 Class Counsel. At the request of Defendants' Counsel, Class Counsel or their designees shall
9 apply for any tax refund owed on the amounts in the Settlement Fund and pay the proceeds, after
10 any deduction of any fees or expenses incurred in connection with such application(s), of such
11 refund to Defendants or as otherwise directed.

12 **13. Miscellaneous Provisions**

13 13.1 The Parties: (a) acknowledge that it is their intent to consummate this Settlement
14 Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the
15 extent reasonably necessary to effectuate and implement all terms and conditions of this
16 Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and
17 conditions of this Agreement, to secure final approval, and to defend the Final Judgment through
18 any and all appeals. Class Counsel and Defendants' Counsel agree to cooperate with one another
19 in seeking Preliminary Approval, and entry of the Final Judgment, and promptly to agree upon and
20 execute all such other documentation as may be reasonably required to obtain final approval of the
21 Agreement.

22 13.2 The Parties intend this Settlement Agreement to be a final and complete resolution
23 of all disputes between them. Accordingly, the Parties agree not to assert in any forum that the
24 Action was brought by Plaintiff or defended by Defendants, or each or any of them, in bad faith
25 or without a reasonable basis. The Parties agree that their respective counsel at all times complied
26 with the requirements of Fed. R. Civ. P. 11.

1 13.3 Each signatory to this Agreement warrants: (a) that he, she, or it has all requisite
2 power and authority to execute, deliver and perform this Settlement Agreement and to consummate
3 the transactions contemplated herein; (b) that the execution, delivery, and performance of this
4 Settlement Agreement and the consummation by it of the actions contemplated herein have been
5 duly authorized by all necessary corporate action on the part of each signatory; and (c) that this
6 Settlement Agreement has been duly and validly executed and delivered by each signatory and
7 constitutes its legal, valid, and binding obligation.

8 13.4 The Parties have relied upon the advice and representation of counsel, selected by
9 them, concerning the claims hereby released. The Parties have read and understand fully this
10 Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their
11 own selection and intend to be legally bound by the same.

12 13.5 Whether or not the Effective Date occurs or the Settlement Agreement is
13 terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or
14 document executed pursuant to or in furtherance of this Agreement or the Settlement:

15 (a) is, may be deemed, or shall be used, offered or received against the Released
16 Parties, or each or any of them, as an admission, concession or evidence of, the validity of any
17 Released Claims, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has
18 been or could have been asserted in the Action, the violation of any law or statute, the
19 reasonableness of the Settlement Amount or the Fee Award, or of any alleged wrongdoing,
20 liability, negligence, or fault of the Released Parties, or any of them;

21 (b) is, may be deemed, or shall be used, offered or received against Defendants,
22 as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect
23 to any statement or written document approved or made by the Released Parties, or any of them;

24 (c) is, may be deemed, or shall be used, offered, or received against the
25 Released Parties, or each or any of them, as an admission or concession with respect to any
26 liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or
27 administrative proceeding in any court, administrative agency or other tribunal. However, the
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1 Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of
2 or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be
3 necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is
4 approved by the Court, any Party or any of the Released Parties may file this Agreement and/or
5 the Final Judgment in any action that may be brought against such Party or Parties in order to
6 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
7 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue
8 preclusion or similar defense or counterclaim;

9 (d) is, may be deemed, or shall be construed against Plaintiff, the Settlement
10 Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any
11 of them, as an admission or concession that the consideration to be given hereunder represents an
12 amount equal to, less than, or greater than that amount that could have or would have been
13 recovered after trial; and

14 (e) is, may be deemed, or shall be construed as or received in evidence as an
15 admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and
16 any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims
17 are with or without merit or that damages recoverable in the Action would have exceeded or would
18 have been less than any particular amount.

19 13.6 The headings used herein are used for the purpose of convenience only and are not
20 meant to have legal effect.

21 13.7 The waiver by one Party of any breach of this Settlement Agreement by any other
22 Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement
23 Agreement.

24 13.8 All of the Exhibits to this Settlement Agreement are material and integral parts
25 hereof and are fully incorporated herein by reference.

26 13.9 This Settlement Agreement and its Exhibits set forth the entire agreement and
27 understanding of the Parties with respect to the matters set forth herein, and supersede all prior
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1 negotiations, agreements, arrangements, and undertakings with respect to the matters set forth
2 herein. No representations, warranties, or inducements have been made to any Party concerning
3 this Settlement Agreement or its Exhibits other than the representations, warranties and covenants
4 contained and memorialized in such documents. This Settlement Agreement may be amended or
5 modified only by a written instrument signed by or on behalf of all Parties or their respective
6 successors-in-interest.

7 13.10 Except as otherwise provided herein, each Party shall bear its own attorneys' fees
8 and costs incurred in any way related to the Action.

9 13.11 Plaintiff represents and warrants that he has not assigned any claim or right or
10 interest relating to any of the Released Claims against the Released Parties to any other person or
11 Party and that they are fully entitled to release the same.

12 13.12 Each counsel or other person executing this Settlement Agreement, any of its
13 Exhibits, or any related Settlement documents on behalf of any Party hereto, hereby warrants and
14 represents that such person has the full authority to do so and has the authority to take appropriate
15 action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its
16 terms.

17 13.13 This Settlement Agreement may be executed in one or more counterparts. All
18 executed counterparts and each of them shall be deemed to be one and the same instrument.
19 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this
20 Settlement Agreement. A complete set of original executed counterparts shall be filed with the
21 Court if the Court so requests.

22 13.14 The Court shall retain jurisdiction with respect to implementation and enforcement
23 of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the
24 Court for purposes of implementing and enforcing the Settlement embodied in this Settlement
25 Agreement.

26 13.15 This Settlement Agreement shall be governed by and construed in accordance with
27 the laws of the State of California without reference to the conflicts of laws provisions thereof.
28

1 13.16 This Settlement Agreement is deemed to have been prepared by counsel for all
2 Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have
3 contributed substantially and materially to the preparation of this Settlement Agreement, it shall
4 not be construed more strictly against one Party than another.

5 13.17 Where this Settlement Agreement requires notice to the Parties, such notice shall
6 be sent to the following counsel. For Plaintiff: Stuart Davidson, Robbins Geller Rudman & Dowd
7 LLP, 225 NE Mizner Boulevard, Suite 720, Boca Raton, Florida 33432; Gary Klinger, Milberg
8 Coleman Bryson Phillips Grossman, PLLC, 221 West Monroe Street, Suite 2100, Chicago, Illinois
9 60606. For YouTube: Susan Fahringer, Perkins Coie LLP, 1201 Third Avenue, Suite 4900,
10 Seattle, Washington 98101.

11 13.18 All time periods and dates described in this Agreement are subject to the Court's
12 approval. These time periods and dates may be changed by the Court or by the Parties' written
13 agreement without notice to the Settlement Class. The Parties reserve the right, subject to the
14 Court's approval, to make any reasonable extensions of time that might be necessary to carry out
15 any provision of this Agreement.

16 13.19 The Parties, Class Counsel, and Defendants' Counsel agree not to make any
17 statements, written or verbal, or to cause or encourage any person to make any statements, written
18 or verbal, that defame, or in any way criticize the personal or business reputation, practices, or
19 conduct of the Parties and their respective counsel concerning all Released Claims, as well as the
20 litigation of this Action, this Settlement, and any negotiations of the Settlement by the Parties and
21 their counsel.

22 13.20 All agreements and orders entered during the course of this Action relating to the
23 confidentiality of information shall survive this Settlement Agreement.

24
25 **[SIGNATURES APPEAR ON FOLLOWING PAGE]**
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27
28

1 DATED: 5/21/2025

Signed by:

4CE8C2B8FDF442...
Nathan Colombo, individually and as
representative of the Class

2 DATED:

3 Cassandra Knight
4 Vice President of Litigation & Discovery on
behalf of Google LLC and YouTube LLC

5 IT IS SO STIPULATED BY COUNSEL:

6 DATED: 5/21/2025

7 ROBBINS GELLER RUDMAN
& DOWD LLP
8 STUART A. DAVIDSON (*pro hac vice*)
ALEXANDER C. COHEN (*pro hac vice*)

9
10 
11 STUART A. DAVIDSON

12 225 NE Mizner Boulevard, Suite 720
13 Boca Raton, FL 33432
14 Telephone: 561/750-3000
sdavidson@rgrdlaw.com
acohen@rgrdlaw.com

15 ROBBINS GELLER RUDMAN
16 & DOWD LLP
17 AELISH M. BAIG
Post Montgomery Center
18 One Montgomery Street, Suite 1800
San Francisco, CA 94104
19 Telephone: 415/288-4545
aelishb@rgrdlaw.com

20 MILBERG COLEMAN BRYSON
21 PHILLIPS GROSSMAN, PLLC
22 GARY KLINGER (*pro hac vice*)

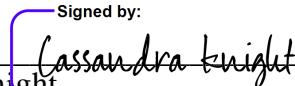
23 
24 GARY KLINGER

25 221 West Monroe Street, Suite
26 2100 Chicago, IL 60606
27 Telephone: 866/252-0878
gklinger@milberg.com

DATED:

Nathan Colombo, individually and as
representative of the Class

DATED: 5/21/2025

Signed by:

Cassandra Knight
Vice President of Litigation & Discovery on
behalf of Google LLC and YouTube LLC

IT IS SO STIPULATED BY COUNSEL:

DATED:

ROBBINS GELLER RUDMAN
& DOWD LLP
STUART A. DAVIDSON (*pro hac vice*)
ALEXANDER C. COHEN (*pro hac vice*)

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GARY KLINGER

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25 DATED: *May 21, 2025*

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EXHIBIT A

Official Notice from the United States District Court for the Northern District of California

YOUTUBE USERS IN ILLINOIS MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT IF THEY UPLOADED A VIDEO TO YOUTUBE ON WHICH FACE BLUR WAS RUN.

***A federal court has authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

YouTube, LLC and Google LLC (collectively, “YouTube” or “Defendants”) have settled a class action that claimed Defendants collected and stored biometric data without the proper notice and consent in violation of Illinois law as part of its Face Blur feature. Defendants have denied those allegations and that it violated any law, and has further argued that Face Blur is a privacy protective feature.¹ The Court has not decided who is right or wrong.

You are a Class Member and included in the Settlement if you are or were a YouTube user residing in Illinois and you uploaded a video to YouTube on which Face Blur was run.

Class Members who file valid claims will be eligible to receive a pro rata share from a \$6,022,500 Settlement Fund. Each share is currently estimated to be approximately \$200 per person, but could be more or less depending on the number of valid claims and deductions from the fund for court-approved costs of notifying people about the Settlement, the lawyers’ fees, an award to the person who helped bring the lawsuit, and certain taxes.

The Court in charge of this case has not yet decided if the Settlement is fair. Payments will be made only if the Court decides the Settlement is fair and approves the Settlement.

If you are a Class Member, your legal rights are affected whether you act or do not act. Read this Notice carefully. Your rights and options – and the Court-ordered deadlines to exercise them – are explained in this Notice.

¹ The terms of the Settlement are in the Stipulation of Class Action Settlement, dated [XXX] (“Settlement Agreement” or “Agreement”), which can be viewed at www.youtubeblurbipasettlement.com. All capitalized terms not defined in this Notice have the same meanings as in the Agreement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive a payment from this Settlement is by submitting a timely and properly completed Claim Form that obtains approval from the Settlement Administrator. The Claim Form must be submitted no later than [REDACTED], 202[REDACTED]. You can submit your Claim Form online at www.youtubeblurbipasettlement.com or by mail to the Settlement Administrator. By submitting a Claim Form, you will give up certain rights to sue Defendants.	[REDACTED], 202[REDACTED]
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against Defendants related to the legal claims resolved by this Settlement.	[REDACTED], 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. If you object, you may also file a claim for a payment. You may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection, but you do not need to attend the Final Approval Hearing for your objection to be considered.	[REDACTED], 2025
DO NOTHING	Unless you exclude yourself, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement, and you will give up the right to sue, continue to sue, or be part of another lawsuit against Defendants related to the legal claims resolved by this Settlement.	No Deadline

Basic Information

1. Why should I read this Notice?

This Notice explains the lawsuit, the Settlement, your rights, what payments are available, and how to get them.

The Honorable James Donato of the United States District Court for the Northern District of California is in charge of this class action. The lawsuit is known as *Colombo v. YouTube, LLC and Google LLC*, No. 3:22-cv-06987-JD.

2. What is this lawsuit about?

A YouTube user in Illinois sued Defendants claiming that YouTube's Face Blur feature involved facial recognition technology and violated the Illinois Biometric Information Privacy Act ("BIPA"). The BIPA is an Illinois state law that prohibits the collection and storage, of "biometric

data” without first giving notice and getting consent. Defendants deny all allegations of wrongdoing and liability and further contend that Face Blur is a feature designed to protect the privacy of individuals shown in YouTube videos. For more information, please visit www.youtubefaceblurbipasettlement.com.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. These people together are a “Settlement Class” or “Settlement Class Members.” One court resolves the issues in the case for everyone in the Settlement Class – except for those people who choose to exclude themselves from the Settlement Class. In this case, Nathan Colombo is the Class Representative. He is from Illinois and claims that he uploaded a video to YouTube on which Face Blur was run.

4. Why is there a Settlement?

The Court has not decided who should win the case. Instead both sides agreed to a settlement. That way both sides avoid the cost and risks of trial, and Class Members will get guaranteed payments now whereas they might otherwise get nothing or might only get payments years from now, if at all.

Who Is Included in the Settlement

To see if you can get a payment, you first need to determine whether you are included in this lawsuit.

5. Am I Included as part of the Settlement Class?

Defendants’ records were used to notify some likely Settlement Class Members via email. Regardless of whether you received such an email, you might be part of the Settlement Class if, while residing in Illinois, you uploaded a video to YouTube on which Face Blur was run.

6. Are there exceptions to being included?

Some users are excluded because they work for Defendants or are related to the judges or lawyers in the case. The Settlement Agreement has a list of the categories of people who are excluded: (a) any Judge, Magistrate Judge, or mediator presiding over this lawsuit and members of their families; (b) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest and their current or former employees, officers, and directors; (c) persons who properly execute and file a timely request for exclusion from the Settlement Class; (d) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (e) Plaintiff’s counsel and Defendants’ counsel (as identified in this Notice); and (f) the legal representatives, successors, and assigns of any such excluded persons.

7. I'm still unsure if I am included.

If you are still not sure whether you are included, you can get free help at www.youtubefaceblurbipasettlement.com, by calling the Settlement Administrator at [1-800-###-####] or by calling the lawyers appointed to represent Settlement Class Members in this case, Robbins Geller Rudman & Dowd LLP ("Robbins Geller") of San Francisco, California at (800) 449-4900 and Milberg Coleman Bryson Phillips Grossman, PLLC ("Milberg") of Chicago, Illinois at (866) 252-0878. Please do not contact the Court or Defendants.

The Settlement Benefits

8. What does the Settlement provide?

Defendants have agreed to pay \$6,022,500 to settle this case. If the Settlement is approved by the Court, that money will go into a "Settlement Fund" to pay for everything related to the Settlement. Most of the money will go to Settlement Class Members who submit valid Claim forms (more about that in the question below). The rest will be used to pay the Court-approved costs of notifying people about the Settlement, the lawyers' fees, an award to the Class Representative who helped bring the lawsuit, and certain taxes.

9. How much will my payment be?

Payments will likely be approximately \$200 per Settlement Class Member who timely submits a valid Claim Form. The exact amount of payment per claim will depend on how many Settlement Class Members file valid claims and the amount of fees, expenses, and Class Representative award approved by the Court to be deducted from the Settlement Fund. The Settlement Website will periodically be updated to provide the estimated payment amount based on the number of participating Settlement Class Members.

10. How can I get a payment?

If you are a Settlement Class Member and want to receive a payment you must complete and submit a valid Claim Form **no later than [Claims Deadline]**. Please file your claim electronically on www.youtubefaceblurbipasettlement.com. Not only is submitting online easier and more secure, but it is completely free and takes only minutes. You can get payment by a check or electronically through Zelle, PayPal, or direct deposit.

If you want to get a paper copy of the Claim Form, you can go to www.youtubefaceblurbipasettlement.com or call toll free, 1-800-000-0000.

11. When will I get my payment?

We can't give you a date yet. Payments will be made about two months after the Court approves the Settlement. The Court will consider final approval of the Settlement on **[Final Approval Hearing 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 more than a year.

All checks will expire and become void 90 days after they are issued. If there is any money left because of uncashed checks or returned electronic payments, you may get a second payment if you filed a valid claim. If there is money left after the second round of payments, that money may be donated to the American Civil Liberties Union of Illinois.

The Settlement Website will be updated to inform Settlement Class Members of the progress of the Settlement. Please be patient.

What happens if you remain in the Settlement

12. What am I giving up if I stay in the Settlement Class?

Unless you timely exclude yourself by the [exclusion deadline], you are staying in the Settlement Class. That means that if the Court approves the Settlement, you are giving up the right to file your own lawsuit against, or seek further money from, Defendants and other related parties for any of the issues or claims in the case – whether or not you are currently aware of those claims.

The specific scope of the claims you are releasing is in Paragraph 1.24 of the Settlement Agreement, which is available through the “Court Documents” link on the Settlement Website. If you have any questions, you can talk to the lawyers listed in Question 14 for free, or you can, of course, talk to your own lawyer if you have questions about what the release means.

13. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing (meaning you don’t submit a Claim Form and don’t exclude yourself), you will not get anything from this Settlement and you will release your claims as explained above.

The Lawyers Representing You

14. Do I have a lawyer in this case?

The Court has appointed the law firms of Robbins Geller ((800) 449-4900) and Milberg ((866) 252-0878) to represent you and all Settlement Class Members. These firms are called “Class Counsel.” The law firms are experienced in handling similar class action cases. More information about Robbins Geller and Milberg, their practices, and their lawyers’ experience is available at www.rgrdlaw.com and www.milberg.com.

They believe, after fighting with Defendants in court for over two years, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

15. How will the lawyers be paid?

The Court will determine how much Class Counsel will be paid for attorneys’ fees and expenses in this case. The amounts will be paid from the \$6,022,500 Settlement Fund. Class

Counsel will apply for an attorney's fee award of no more than 25% of the Settlement Fund, plus expenses.

Class Counsel will also ask the Court to approve an award of up to \$5,000 to compensate the Class Representative for his services on behalf of the Settlement Class.

Class Counsel's application for an award of attorney's fees, expenses, and the Class Representative award will be made available on the "Court Documents" page at www.youtubeblurbipasettlement.com on the date it is filed or as quickly thereafter as possible.

Excluding Yourself from the Settlement Class

16. How do I get out of the Settlement?

To exclude yourself from the Settlement Class, and no longer be part of the Settlement, you must mail or email a letter stating that you want to be excluded from the Settlement Class in *Colombo v. YouTube, LLC and Google LLC*, No. 3:22-cv-06987-JD. Your request for exclusion must include your name, address, email address, and your personal non-electronic signature. If your email address is different than the email address associated with your YouTube account, please also include an email address associated with your account. You must mail or email your exclusion request **no later than [objection/exclusion deadline]** to: YouTube Biometric Privacy Settlement Administrator [**email & U.S. Mail Address**]. You must make this request for exclusion on an individual basis, exclusions on a "mass" or "class" basis are not permitted in this case.

17. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims being resolved by this Settlement. If you have a pending case against Defendants, **please speak with your attorney immediately.**

18. If I exclude myself, can I still get anything from the Settlement?

No. If you exclude yourself, you will not receive any payment

Objecting to or Commenting on the Settlement

19. How do I object or comment on the Settlement or the request for attorneys' fees, expenses, and Class Representative award?

You can comment on, or object to, the Settlement, Class Counsel's request for attorney's fees, expenses, and/or an award for the Class Representative.

You can ask the Court to deny approval of the Settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no payments will be made now, and the litigation will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a written objection before the deadline, you may, but don't have to, appear at the Final Approval Hearing. If you want to appear, you can do so yourself or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections must contain the following:

- The name and case number of this lawsuit (*Colombo v. YouTube, LLC and Google LLC*, No. 3:22-cv-06987-JD).
- Your full name, mailing address, and email address.
- If you use a different email address for your YouTube account please also provide that information.
- An explanation of why you believe you are a Settlement Class Member.
- A statement that identifies whether you are objecting only on your own behalf, on behalf of a subsection of the Settlement Class, or on behalf of the Settlement Class as a whole.
- All reasons for your objection or comment, including all citations to legal authority and evidence supporting the objection.
- Whether you intend to personally appear and/or testify at the Final Approval Hearing (either personally or through counsel), and what witnesses you will ask to speak.
- The name and contact information of any and all attorneys representing, advising, and/or assisting you, including any counsel who may be entitled to compensation for any reason related to your objection or comment, who must enter an appearance with the Court in accordance with the Local Rules.
- Your handwritten or electronically imaged signature. An attorney's signature, or typed signature, is not sufficient.

To be considered by the Court, your comment or objection must be received by the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102, or by filing it electronically or in person at any location of the United States District Court for the Northern District of California. **To be considered, your comment or objection must be filed as described above before the [objection/ exclusion deadline].**

20. What is the difference between objecting and excluding myself from the Settlement Class?

Objecting means that you disagree with some aspect of the Settlement and think the Court should not approve the Settlement. An objection, or a comment, allows your views to be heard in court. You can object only if you stay in the Settlement Class.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. If you exclude yourself, you lose any right to receive any payments or benefits from the Settlement or to object to the Settlement because the case no longer affects you, but retain the right to sue Defendants on your own at your own expense.

The Court's Final Approval Hearing

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

The Court is scheduled to hold the Final Approval Hearing on [REDACTED], 2025 at [REDACTED] [p.m./a.m.], in Courtroom [REDACTED] of the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, [REDACTED] Floor, San Francisco, California. The hearing may be rescheduled to a different date or time or location without another notice to Settlement Class Members. Please review the Settlement Website for any updated information regarding the Final Approval Hearing.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing. The Court may also consider Class Counsel's application for attorneys' fees, expenses, and the award to the Class Representative.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you submit a written objection or comment, you do not have to come to the Court to talk about it. As long as you submit your written objection or comment on time, and follow the requirements above, the Court will consider it.

You may also pay your own attorney to attend, but it is not required.

23. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. At the hearing, the Court may hear any objections and arguments concerning the fairness of the Settlement and/or Class Counsel's request for attorneys' fees, expenses, and Class Representative award.

To do so, you must include in your objection or comment a statement saying that it is your "Notice of Intent to Appear in *Colombo v. YouTube, LLC and Google LLC*, No. 3:22-cv-06987-

JD.” It must include your name, address, email, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your submission and notice of intent to appear must be filed with the Court and received no later than **[objection/exclusion deadline]**.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

Getting More Information

24. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Class Action Settlement, in the Court’s Orders, and other relevant documents, which are available online at **www.youtubeblurbipasettlement.com**.

You can also get information about this case by accessing the Court docket, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You may also contact the Settlement Administrator at 1-800-000-0000 or write to YouTube Biometric Information Privacy Litigation, Settlement Administrator, c/o [REDACTED], P.O. Box [REDACTED], [REDACTED], or call Class Counsel Robbins Geller (800-449-4900) and Milberg (866-252-0878).

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

All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

BY ORDER OF THE UNITED
STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF
CALIFORNIA.

EXHIBIT B

YouTube users in Illinois may be entitled to payment if they uploaded a video to YouTube on which Face Blur was run.

Don't worry, you are not being sued. This is an official Court notice, not an ad for a lawyer.

A settlement has been reached in a class-action lawsuit against YouTube, LLC and Google LLC (collectively, "YouTube" or "Defendants"). That lawsuit alleged that Defendants violated Illinois law by collecting and storing biometric data without the proper notice and consent as part of its Face Blur feature. Defendants deny those allegations and any wrongdoing, and further argued that Face Blur was a privacy-protective feature.

You may be entitled to payment in connection with the settlement of that lawsuit. You can fill out a short claim form no later than [claims deadline] and potentially get an estimated \$200 by clicking below.

/Claim now/

Am I a Settlement Class Member?

You are a class member if you are or were a resident of the State of Illinois who uploaded a video to YouTube on which Face Blur was run. Excluded from the Settlement Class are: (i) any Judge, Magistrate Judge, or mediator presiding over this Action and members of their families; (ii) Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or its parents have a controlling interest and its current or former employees, officers, and directors; (iii) persons who properly execute and file a timely request for exclusion from the Settlement Class; (iv) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (v) Plaintiff's counsel and Defendants' counsel; and (vi) the legal representatives, successors, and assigns of any such excluded persons.

For more information, please visit www.youtubeblurbipasettlement.com.

What can I get?

Valid claims may receive approximately \$200 from a \$6,022,500 Settlement Fund. Valid members of the Settlement Class may submit only one claim. The amount you receive may be less than or greater than this amount depending on the number of valid claims filed. This fund will also be used to pay the costs of notifying people about the settlement, the lawyers' fees, award payment to the users who helped bring the lawsuit, and certain taxes.

How do I get my money?

If you believe you are a Settlement Class Member, you must submit a short claim form to receive a portion of the Settlement Fund. You can do so either by mail to [address], or online at www.youtubeblurbipasettlement.com. Under either method, your claim form must be received no later than [claims deadline]. Submitting a claim online is easy, secure, and completely free. You can also get a claim form by calling toll free, 1-800-000-0000.

What are my other options?

If you are part of the Settlement Class but do not want money from the Settlement and want to keep your right to file your own lawsuit against Defendants for any of the issues or claims in the case, you must exclude yourself from the Settlement Class by sending a written request to be excluded providing your name, physical address, email, “wet” (non-electronic) signature, and name and number of the action to [the Settlement Administrator] **no later than [objection/exclusion deadline]**. Nobody may submit a request for exclusion on your behalf.

If you stay in the Settlement Class, you may object to any aspect of the Settlement, including the requests for attorneys’ fees, expenses, and award to the Class Representative. You and/or your lawyer also have the right to appear before the Court. Your written objection must be filed with the Court **no later than [objection/exclusion deadline]**. Specific instructions about how to object or exclude yourself from the Settlement Class are available at www.youtubeifaceblurbipasettlement.com.

If you do nothing, and the Court approves the Settlement, you will receive no money, but will be bound by all orders of the Court and judgments in this case. In addition, you will no longer be able to file your own lawsuit for any of the issues or claims in the case.

Do I have a lawyer?

The Court has appointed the law firms Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) and Milberg Coleman Bryson Phillips Grossman, PLLC (“Milberg”) to represent the Settlement Class as “Class Counsel.” You do not have to pay Class Counsel or anyone else to participate. Class Counsel intend to request that the Court award them attorneys’ fees from the settlement fund not to exceed 25%, plus litigation expenses. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Nathan Colombo is a Settlement Class Member like you and the Court appointed him as the “Class Representative.” He will request an award not to exceed \$5,000 for his service on behalf of the Settlement Class.

When will the Court consider the proposed settlement?

The Court has scheduled a hearing on the fairness of Settlement at [time] on [month] day, 2025 at the Philip Burton Federal Building and U.S. Courthouse, 450 Golden Gate Avenue, Courtroom [redacted], [redacted] floor, San Francisco, California 94102. The Court will consider whether to approve the Settlement; any objections; and the requests for award to the Class Representative, and attorneys’ fees and expenses to Class Counsel. The briefs and declarations in support of these requests will be posted on the website on [date]. You may ask to appear at the hearing but you do not have to. The date, time, and location of the hearing may change. Please review the website for any updated information regarding the final hearing.

How do I get more information?

This notice is only a summary. For more information about the case and the Settlement, visit www.youtubeifaceblurbipasettlement.com or contact the administrator at 1-800-000-0000, write to YouTube Biometric Litigation, Settlement Administrator, c/o [address], or call Class Counsel Robbins Geller (800) 449-4900 and Milberg (000) 000-0000.

**PLEASE DO NOT CALL OR WRITE THE COURT OR DEFENDANTS FOR
INFORMATION OR ADVICE ABOUT THIS SETTLEMENT OR THE CLAIM
PROCESS**

EXHIBIT

CLAIM FORM

Colombo v. YouTube, LLC and Google LLC

No. 22 cv 0 JD

United States District Court, Northern District of California

SUBMIT BY [REDACTED], 202_

ONLINE AT www.youtubeblurbipasettlement.com

OR MAIL TO:

SETTLEMENT ADMINISTRATOR

ADDRESS

GENERAL CLAIM FORM INFORMATION

This Claim Form¹ should be filled out and submitted by mail if you received a notice of class action settlement and/or you believe you are a Settlement Class Member. The Settlement Class consists of “[a]ll residents of the State of Illinois who uploaded a video to YouTube on which Face Blur was run.”

If you wish to submit a Claim by mail, please provide all of the information requested below. Please print clearly in blue or black ink. You may only submit one claim, even if you have multiple YouTube accounts. Duplicated claims will be rejected. This Claim Form must be postmarked by no later than DD, MM, 202_.

If your Claim Form is incomplete or missing information, the Settlement Administrator may contact you for additional information. If you do not respond by the deadline provided by the Settlement Administrator, the Settlement Administrator will be unable to process your Claim, and you will waive your right to receive money under the Settlement.

If you have any questions, please contact the Settlement Administrator by email at Questions youtubefaceblurbipasettlement.com, by telephone at [NUMBER], or by mail at the address listed above. Submission of this Claim Form does not guarantee payment. Your Claim Form must be approved by the Settlement Administrator. You must notify the Settlement Administrator if your contact or payment information changes. If you do not, even if you submit a valid claim under the Settlement, you may not receive your payment.

Claimant Information

Full Name of Class Member

Street/P.O. Box

City

State

Zip Code

¹ Unless otherwise noted, all capitalized terms herein are defined in the Stipulation of Class Action Settlement, available at www.youtubeblurbipasettlement.com.

Email Address

Contact Telephone Number

Email Address associated with your YouTube account:

Email Address

Class Member Affirmation

- ☐ I am or was a resident in the state of Illinois.
- ☐ During the time I resided in Illinois, I uploaded at least one YouTube video on which Face Blur was run.
- ☐ By submitting this Claim I affirm under penalty of perjury that, to the best of my knowledge, each box I check and the information I provide herein is true and accurate.
- ☐ I have not submitted another Claim.

Signature_____

Date_____

Payment type: There are four different payment options:

1. **Check:** No additional information is required. The check will be payable to the individual's full name and it will be mailed to the address you entered above.
2. **Zelle:** Please provide your email address for Zelle.

Email Address for Zelle

3. **PayPal:** Please provide your email address or telephone number associated with your PayPal account.

Email Address for PayPal

Confirm Email Address for PayPal

Telephone Number for PayPal

Confirm Telephone Number for PayPal

4. ***Direct Deposit:*** Please provide your routing number, account number, bank name, and account type.

Routing Number

Bank Account Number

Confirm Bank Account Number

Bank Account Name

Account Type

ONLINE CLAIM FORM

Once individuals access the website, the first step is to provide the email address associated with their YouTube account. If an individual comes to the website by clicking a link in the email notice, the email associated with their account will be prepopulated. (See screenshot below.)

Email address associated with your YouTube account

*Required Fields

*Email Address

a@yt.com

Login

Next, the individuals are required to provide their name and address. (See screenshot below.)

Claim Form

*Required Fields

Settlement Class Member Information

*First Name:

*Last Name:

*Current Address Current Address Continued

*City *State *Zip Code

*Country

*Email Address *Telephone Number

Afterwards, the individuals are required to choose a payment type to receive the settlement funds. Depending on their selection, the individuals are required to provide additional information regarding their selected payment type. There are 4 different payment options:

1. **Check:** No additional information is required. The check will be payable to the individual's full name and it will be mailed to the address provided in the previous steps. (See the following screenshot.)

How would you like to receive your settlement funds?

Select the box of how you would like to receive your payment and provide the requested information.(subject to confirmation with claims admin)

*Choose a payment type:

☒ Check

If eligible, check will be mailed to the address provided above.

Zelle 

PayPal 

Direct Deposit


2. **elle:** The individual is required to provide their email address or telephone number associated with their Zelle account. (See the following screenshot.)

How would you like to receive your settlement funds?

Select the box of how you would like to receive your payment and provide the requested information.(subject to confirmation with claims admin)

*Choose a payment type:

☐ Check

☒ Zelle 

*Zelle Email Address

*Confirm Zelle Email Address

PayPal 

Direct Deposit

3. **PayPal:** The individual is required to provide their email address or telephone number associated with their PayPal account. (See the following screenshot.)

How would you like to receive your settlement funds?

Select the box of how you would like to receive your payment and provide the requested information.(subject to confirmation with claims admin)

*Choose a payment type:

☐ Check

Zelle 

☒ PayPal 

Click on the following button to log in to PayPal and verify your account.

 Connect with PayPal

*PayPal Email



Direct Deposit

4. **Direct Deposit** The individual is required to provide routing number, account number, bank name and account type. (See the following screenshot.)

How would you like to receive your settlement funds?

Select the box of how you would like to receive your payment and provide the requested information. (subject to confirmation with claims admin)

***Choose a payment type:**

☐ Check
☐ Zelle 
☐ PayPal 
☒ Direct Deposit

*Routing Number

*Bank Account Number

*Confirm Bank Account Number

*Bank Account Name

*Account Type

Next, individuals are required to fill out an affirmation section. (See the following screenshot.)

Class Member Affirmation

- * ☐ I am or was a resident in the state of Illinois.
- * ☐ During that time I lived in Illinois, I uploaded at least one YouTube video on which Face Blur was run.
- * ☐ By submitting this Claim I affirm under penalty of perjury that, to the best of my knowledge, each box I check and the information I provide herein is true and accurate.
- * ☐ I have not submitted another Claim.

Agree and Submit

Afterwards, a submission confirmation is displayed accompanied by the individual's claim number. (See the following screenshot.)

Claim Submitted

Your claim has been submitted. Your Claim Number is: YT-00000000003

Please note your Claim Number and date of filing for your records.

If an email was provided, a confirmation email will be sent to you shortly.

Your claim must be approved by the Settlement Administrator before you will be entitled to any payment.

EXHIBIT

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

NATHAN COLOMBO, Individually and on) Case No. 3:22-cv-06987-JD

Behalf of All Others Similarly Situated,)

Plaintiff,

vs.

YOUTUBE, LLC and GOOGLE LLC,

Defendants.

[PROPOSED] ORDER GRANTING

MOTION FOR PRELIMINARY APPROVAL

OF CLASS ACTION SETTLEMENT

1 WHEREAS, an action is pending before this Court entitled *Colombo v. YouTube, LLC and*
2 *Google LLC*, No. 3:22-cv-06987-JD (“Action”);

3 WHEREAS, Plaintiff has moved, pursuant to Rule 23(e) of the Federal Rules of Civil
4 Procedure, for an order preliminarily approving the settlement of the Action (“Plaintiff’s Motion,”
5 ECF ____), in accordance with a Settlement Agreement filed on May 21, 2025 (ECF ____)
6 (“Settlement Agreement”), which, together with the exhibits annexed thereto, sets forth the terms
7 and conditions for a proposed settlement of the Action and for dismissal of the Action with
8 prejudice upon the terms and conditions set forth therein; and the Court having read and considered
9 the Settlement Agreement and the exhibits annexed thereto;

10 WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set
11 forth in the Settlement Agreement; and

12 WHEREAS, the Court has read and considered Plaintiff’s Motion, and finds that there is a
13 sufficient basis for granting preliminary approval of the settlement memorialized by the Settlement
14 Agreement (“Settlement”), authorizing dissemination of notice, and authorizing the steps needed
15 to determine whether the Settlement should be finally approved and the litigation dismissed.

16 NOW, THEREFORE IT IS HEREBY ORDERED:

17 1. The Court does hereby preliminarily and conditionally approve and certify, for
18 settlement purposes, the following Settlement Class:

19 All residents of the State of Illinois who uploaded a video to YouTube on which
20 Face Blur was run.¹

21
22
23
24 ¹ Excluded from this definition are: (a) any Judge, Magistrate Judge, or mediator presiding over
25 this Action and members of their families; (b) Defendants, Defendants’ subsidiaries, parent
26 companies, successors, predecessors, and any entity in which Defendants or its parents have a
27 controlling interest and its current or former employees, officers, and directors; (c) persons who
28 properly execute and file a timely request for exclusion from the Settlement Class; (d) persons
whose claims in this matter have been finally adjudicated on the merits or otherwise released; (e)
Plaintiff’s counsel and Defendants’ counsel; and (f) the legal representatives, successors, and
assigns of any such excluded persons.

1 2. Based on the information provided: the Settlement Class is ascertainable; it consists
2 of thousands of Settlement Class Members satisfying numerosity; there are common questions of
3 law and fact, including whether Defendant YouTube, LLC's and Google LLC's (collectively,
4 "YouTube" or "Defendants") use of the Face Blur feature violated the Illinois Biometric
5 Information Privacy Act, 740 ILCS 14/1, *e. e.*, satisfying commonality; the proposed Class
6 Representative's claim is typical in that he is a Member of the Settlement Class and alleges that he
7 uploaded a video to YouTube on which Face Blur was run and that he has been damaged by the
8 same conduct as the other Members of the Settlement Class; the proposed Class Representative
9 and Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class;
10 questions of law and fact common to Members of the Settlement Class predominate over questions
11 affecting only individual Members for settlement purposes; and a class action for settlement
12 purposes is superior to other available methods for the fair and efficient adjudication of this Action.

13 3. For purposes of settlement only, the Court appoints Plaintiff Nathan Colombo as
14 the Class Representative and the Court appoints the law firms of Robbins Geller Rudman & Dowd
15 LLP and Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel.

16 4. The proposed Settlement is preliminarily approved as likely to be approved under
17 Fed. R. Civ. P. 23(e)(2) and as meriting notice to the Settlement Class for its consideration.
18 Considering the factors set forth in Fed. R. Civ. P. 23(e)(2), the Court preliminarily finds as
19 follows:

20 (a) Class Representative and Class Counsel have adequately represented the
21 Settlement Class;

22 (b) the Settlement was the result of serious, informed, non-collusive
23 negotiations at arms-length with the assistance of Shirish Gupta of JAMS, a well-respected and
24 experienced private mediator;

25 (c) the relief provided to the Settlement Class is adequate given the risks and
26 uncertainty of continued litigation and trial; and

1 (d) the proposal treats all Settlement Class Members equitably relative to each
2 other.

3 5. The Court finds that the terms of the Settlement are sufficiently fair, reasonable,
4 and adequate to allow dissemination of the Notice to Members of the Settlement Class. This
5 determination is not a final finding that the Settlement is fair, reasonable and adequate, but it is a
6 determination that the Settlement is within the range of reasonableness as to disseminate notice to
7 the Settlement Class and hold a hearing on final approval of the proposed Settlement.

8 6. A hearing (the "Final Approval Hearing") shall be held before this Court on
9 [REDACTED], 2025, at the United States District Court for the Northern District of California, 450
10 Golden Gate Avenue, San Francisco, California, Courtroom [REDACTED] to determine (a) whether the
11 proposed Settlement of the Action on the terms and conditions provided for in the Settlement
12 Agreement is fair, reasonable, and adequate to Settlement Class Members and should be approved
13 by the Court; (b) whether a Final Judgment should be entered; (c) whether the proposed plan of
14 allocation is fair, reasonable, and adequate and should be approved; (d) the Fee Award that should
15 be awarded to Class Counsel; and (e) any award to the Class Representative. The Final Approval
16 Hearing may be postponed, adjourned, or continued by further order of this Court, without further
17 notice to the parties or Members of the Settlement Class.

18 7. The Court appoints and designates Verita Global, LLC, as the Settlement
19 Administrator and it shall be required to perform all of the duties of the Settlement Administrator
20 as set forth in the Settlement Agreement and this Order. The Settlement Administrator shall
21 provide Notice as set forth in Section 6 of the Settlement Agreement.

22 8. To the extent it has not already done so, within fourteen (14) calendar days after
23 entry of this Order, Defendants shall produce to the Settlement Administrator the Direct Notice
24 List.

25 9. Within thirty-five (35) calendar days after entry of this Order, the Settlement
26 Administrator shall: (a) disseminate notice of the pendency and settlement of this Action to each
27 email address included on the Direct Notice List substantially in the form attached as Exhibit B to
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1 the Settlement Agreement, with a link to a Spanish language version; (b) cause the Notice
2 substantially in English and Spanish in the form attached as Exhibit A to the Settlement
3 Agreement, relevant Court documents, and frequently asked questions and answers to be posted
4 to the Settlement Website; and (c) arrange for an Internet banner ad campaign generating
5 approximately 1.865 million impressions targeting Illinois YouTube users and Illinois adults 25-
6 54 years of age via the Meta Audiences Network. No later than the date fourteen (14) calendar
7 days before the Claims Deadline, the Settlement Administrator shall send a reminder notice
8 substantially in the form attached as Exhibit B to the Settlement Agreement, with a link to a
9 Spanish language version, to each email address included on the Direct Notice List.

10 10. The Court finds that the distribution of the Notice, substantially in the manner and
11 forms set forth in this Order meet the requirements of Fed. R. Civ. P. 23 and due process, and is
12 the best notice practicable under the circumstances and shall constitute due and sufficient notice
13 to all persons entitled thereto.

14 11. The Settlement Website and Notice shall provide an address (U.S. mail and email)
15 for the purpose of receiving requests for exclusion from the Settlement Class and shall include the
16 ability to file claims online. Settlement Class Members shall have until [claims date] to submit a
17 Claim Form substantially in the form attached as Exhibit C to the Settlement Agreement, the
18 content and form of which the Court approves.

19 12. No later than [date], Plaintiff must file his papers in support of Class Counsel's
20 application for attorneys' fees and expenses, and no later than [date], Plaintiff must file his papers
21 in support of final approval of the Settlement Agreement and in response to any objections.

22 13. All persons who meet the definition of the Settlement Class and who wish to
23 exclude themselves from the Settlement Class must submit their request for exclusion in writing
24 to the Settlement Administrator, postmarked no later than the Objection/Exclusion deadline of
25 [date]. To exercise the right to be excluded, a Settlement Class Member must timely send a written
26 request for exclusion to the Settlement Administrator providing his/her name, address, email,
27 signature, the name and number of the Action, and a statement that he or she wishes to be excluded

1 from the Settlement Class for purposes of the Settlement Agreement. A request to be excluded
2 that does not include all of this information, or that is sent to an address other than that designated
3 in the Notice, or that is not postmarked within the time specified, shall be invalid, and the person(s)
4 serving such a request shall remain a Member(s) of the Settlement Class and shall be bound as a
5 Settlement Class Member by the Settlement Agreement, if approved. Any Member of the
6 Settlement Class who validly elects to be excluded from the Settlement Agreement shall not: (a)
7 be bound by any orders or the Final Judgment; (b) be entitled to relief under the Settlement
8 Agreement; (c) gain any rights by virtue of the Stipulation; or (d) be entitled to object to any aspect
9 of the Settlement Agreement. The request for exclusion must be personally signed by the person
10 requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a
11 request for exclusion must be postmarked or received by the date specified in this Order and the
12 Notice.

13 14. Any Settlement Class Member who intends to object to the Settlement Agreement
14 and/or the request for a Fee Award, must present the objection in writing only to the Court, which
15 must be personally signed by the objector, and must include: (a) the objector’s name, address, and
16 email; (b) an explanation of the basis upon which the objector claims to be a Settlement Class
17 Member; (c) whether the objection applies only to the objector, a subset of the Settlement Class,
18 or the entire Settlement Class; (d) all grounds for the objection, including all citations to legal
19 authority and evidence supporting the objection; (e) the name and contact information of any and
20 all attorneys representing, advising, or in any way assisting the objector in connection with the
21 preparation or submission of the objection or who may profit from the pursuit of the objection,
22 who must enter an appearance with the Court in accordance with the Local Rules; and (f) a
23 statement indicating whether the objector intends to appear at the Final Approval Hearing (either
24 personally or through counsel).

25 15. Any Settlement Class Member who fails to timely file a written objection with the
26 Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with
27 the terms of this Order and as detailed in the Notice, and at the same time provide copies to
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1 designated counsel for the Parties, shall not be permitted to object to the Settlement Agreement at
2 the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement
3 Agreement by appeal or other means and shall be deemed to have waived his or her objections and
4 be forever barred from making any such objections in the Action or any other action or proceeding.

5 16. All funds held by the Escrow Agent shall be deemed and considered to be in
6 *u od a leg* , and shall remain subject to the jurisdiction of the Court, until such time as such
7 funds shall be distributed pursuant to the Stipulation and/or further order (s) of the Court.

8 17. Neither Defendants nor their counsel shall have any responsibility for the plan of
9 allocation or any application for attorneys' fees or expenses submitted by Class Counsel, and such
10 matters will be considered separately from the fairness, reasonableness, and adequacy of the
11 Settlement Agreement.

12 18. Neither the Settlement Agreement, nor the Settlement contained therein, nor any
13 act performed or document executed pursuant to or in furtherance of the Settlement Agreement:
14 (a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each
15 or any of them, as an admission, concession or evidence of, the validity of any Released Claims,
16 the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have
17 been asserted in the Action, the violation of any law or statute, the reasonableness of the Settlement
18 amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the
19 Released Parties, or any of them; (b) is, may be deemed, or shall be used, offered, or received
20 against Defendants, as an admission, concession or evidence of any fault, misrepresentation, or
21 omission with respect to any statement or written document approved or made by the Released
22 Parties, or any of them; (c) is, may be deemed, or shall be used, offered, or received against the
23 Released Parties, or each or any of them, as an admission or concession with respect to any
24 liability, negligence, fault, or wrongdoing as against any Released Parties, in any civil, criminal,
25 or administrative proceeding in any court, administrative agency, or other tribunal. However, the
26 Settlement Agreement, and any acts performed and/or documents executed in furtherance of or
27 pursuant to the Settlement Agreement may be used in any proceedings as may be necessary to

1 effectuate the provisions of the Settlement Agreement. Further, if the Settlement Agreement is
2 approved by the Court, any Party or any of the Released Parties may file the Settlement Agreement
3 and/or the Final Judgment in any action that may be brought against such Party or Parties in order
4 to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release,
5 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue
6 preclusion or similar defense or counterclaim; (d) is, may be deemed, or shall be construed against
7 Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the
8 Released Parties, or each or any of them, as an admission or concession that the consideration to
9 be given hereunder represents an amount equal to, less than, or greater than that amount that could
10 have or would have been recovered after trial; and (e) is, may be deemed, or shall be construed as
11 or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the
12 Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them,
13 that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action
14 would have exceeded or would have been less than any particular amount.

15 19. If the Settlement Agreement is terminated or fails to become effective for the
16 reasons set forth above, the Parties shall be restored to their respective positions as of the date of
17 the signing of the Settlement Agreement. In such event, any Final Judgment or other order entered
18 by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated,
19 *nunc pro tunc*, and the Parties shall be returned to the status *quo ante* as if the Settlement
20 Agreement had never been entered into.

21 20. Pending final determination of whether the proposed Settlement Agreement shall
22 be approved, neither Plaintiff nor any Settlement Class Member, directly or indirectly, or in any
23 other capacity, may commence or prosecute against Defendants, any action or proceeding in any
24 court or tribunal asserting any of the Released Claims.

25 21. Pending final determination of whether the proposed Settlement Agreement should
26 be approved, Defendants shall not, directly or indirectly, representatively, or in any other capacity,
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1 commence or prosecute against Plaintiff or any Settlement Class Member, or Class Counsel, any
2 action or proceeding in any court or tribunal asserting any Releasing Defendants' Claims.

3 IT IS SO ORDERED.

4 DATED: _____

5 _____
6 THE HONORABLE JAMES DONATO
7 UNITED STATES DISTRICT JUDGE
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EXHIBIT E

Digital Creatives

Colombo v. YouTube, LLC and Google LLC | Notice of Settlement

May 20, 2025



NOTE: All creatives displayed herein are for representative purposes only and may not be to scale. Some ads are built on responsive platforms and may not display all text in view based on placement, screen size, etc.



Facebook and Instagram

Image Text YouTube Face Blur Class Action Settlement
LEARN MORE
YouTubeFaceBlurBIPASettlement.com

Headline YouTube Face Blur Class Action Settlement

Description YouTube users in Illinois may be entitled to payment if they uploaded a video to YouTube on which Face Blur was run.

Call to Action Learn more

Website URL <https://youtubefaceblurbipasettlement.com/>

URL as displayed youtubefaceblurbipasettlement.com



Facebook Page

YouTube users in Illinois may be entitled to payment if they uploaded a video to YouTube on which Face Blur was run.

LEARN MORE

YouTubeFaceBlurBIPASettlement.com

YouTube Face Blur Class Action Settlement

0 likes • 0 followers

Like Search

Posts About Mentions Followers Photos Videos More

Intro

YouTube users in Illinois may be entitled to payment if they uploaded a video to YouTube on which Face Blur was run.

Page · Legal service

YouTubeFaceBlurBIPASettlement.com

Posts

Filters

No posts available

3



Facebook Desktop Feed Ad

This is a desktop-sized Facebook feed advertisement. At the top, it features a circular profile picture, the text "YouTube Face Blur Class Action Settlement", and a "Sponsored" label. Below this is a short text snippet: "YouTube users in Illinois may be entitled to payment if they uploaded a video to YouTube on which Face Blur was run." The main body of the ad has a colorful gradient background and contains the title "YouTube Face Blur Class Action Settlement" in large, bold, dark blue font. Below the title is a red button with the text "LEARN MORE" in white. Underneath the button is the URL "YouTubeFaceBlurBIPASettlement.com". At the bottom of the ad, there is a small text line "YOUTUBEFACEBLURBIPASETTLEMENT.COM", the title "YouTube Face Blur Class Action Settlement", and a "Learn more" button. A "Share" icon is located at the very bottom right.

Facebook Mobile Feed Ad

This is a mobile-sized Facebook feed advertisement. It follows a similar layout to the desktop version. The top section includes the profile picture, title "YouTube Face Blur Class Action Settlement", and "Sponsored" label. The text snippet below is: "YouTube users in Illinois may be entitled to payment if they uploaded a video to YouTube on which Face Blur was run." The main content area has a gradient background with the title "YouTube Face Blur Class Action Settlement" in bold dark blue font, a red "LEARN MORE" button, and the URL "YouTubeFaceBlurBIPASettlement.com". The bottom section contains the URL "youtubefaceblurbipasettlement.com", the title "YouTube Face Blur Class Action Settlement", a "Learn..." button, and three icons for "Like", "Comment", and "Share".

Facebook Stories Ad

This is a Facebook story advertisement, which is a vertical rectangle. It starts with a circular profile picture, the title "YouTube Face Blur Class Action Settlement", and a "Sponsored" label. Below this is a text snippet: "YouTube users in Illinois may be entitled to payment if they uploaded a video... More". The main body of the ad has a gradient background and features the title "YouTube Face Blur Class Action Settlement" in bold dark blue font, a red "LEARN MORE" button, and the URL "YouTubeFaceBlurBIPASettlement.com". At the bottom, there is a white button with a link icon and the text "Learn more".



Instagram News Feed Ad

Instagram Stories

