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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

IN RE GOOGLE ASSISTANT PRIVACY
LITIGATION
This Document Relates to:
ALL ACTIONS

Case No. 19-cv-04286-BLF

PLAN OF ALLOCATION

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ADMINISTRATIVE PROCEDURES

1. Subject to Court approval, the proceeds of the Net Settlement Fund will be paid to Authorized Claimants who submit valid Claim Forms by the Claims Deadline.¹ This section outlines the administrative procedures that will apply to determine eligibility.

2. Each Settling Class Member who wishes to receive proceeds from the Net Settlement Fund must submit a Claim Form to provide pertinent information that will be used to determine their eligibility to receive a distribution from the Net Settlement Fund. Settling Class Members will also be asked to provide such data, documents, and other proof as may be required by the Claims Administrator to verify membership in the Purchaser Settlement Class and/or Privacy Settlement Class identified on the Claim Form. Each Claim Form must be signed under the penalty of perjury.

3. Following receipt of each Claim Form, the Claims Administrator will display a confirmation number to the Claimant, which can be printed for their records.

4. The Claims Administrator will review each Claim Form to determine whether the Claimant is a member of one or both of the Settlement Classes. Claims submitted by Claimants who are not members of at least one Settlement Class will be rejected.

5. The Claims Administrator will review each Claim Form to determine whether the Claim Form has been submitted in accordance with the Settlement, this Plan of Allocation, Orders of the Court, and claim submission instructions, which will be available on the Settlement Website. The Claims Administrator may contact Settlement Class Members as needed to evaluate their Claims and may seek additional information or documentation to resolve any deficiencies identified after its initial Claim review. Claims that are not submitted in accordance with the

¹ All undefined capitalized terms have the meaning defined in the Stipulation and Agreement of Settlement (“Settlement Agreement”), dated January 22, 2026.

1 Settlement, this Plan of Allocation, Orders of the Court, and claim submission instructions, or that
2 are determined to have been fraudulently submitted, will be rejected.

3 **CALCULATION OF CLAIM AMOUNTS**

4 6. Members of the Settlement Classes are eligible, under the Settlement, to receive a
5 portion of the Net Settlement Fund. A Claimant may be a member of the Purchaser Settlement
6 Class, the Privacy Settlement Class, or both, provided they meet the requirements for Class
7 membership defined in the Settlement Agreement.

8 7. The Claims Administrator will calculate each Authorized Claimant's *pro rata*
9 share of the Net Settlement Fund as follows:

10 a. First, the Claims Administrator will assign a point value to each claim
11 ("Claim Value") using the following formula:

12 i. Purchaser Settlement Class Claims: each Purchaser Settlement Class
13 member who submits a valid claim will be assigned a Claim Value of
14 four (4) points for each eligible Google-Made Device that is part of
15 their claim, up to a maximum cap of three (3) Google-Made Devices.
16 For example, a Purchaser Settlement Class member who submits a
17 valid claim for three Google-Made Devices will be assigned a
18 Purchaser Settlement Class Claim Value of 12 points.

19 ii. Privacy Settlement Class Claims: each Privacy Settlement Class
20 member who submits a valid claim will have a Claim Value of one (1)
21 point assigned to their claim. The maximum Claim Value each Privacy
22 Settlement Class member may receive for their Privacy Settlement
23 Class claim is one (1) point.

24 iii. For Authorized Claimants who are members of both the Purchaser
25 Settlement Class and Privacy Settlement Class and submit valid

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claims, the Claims Administrator will add the point allocations of their valid claims together to determine the total Claim Value for each of those Authorized Claimants up to a maximum value of 13 points per Authorized Claimant.

b. Next, the Claims Administrator will add the Claim Value of all valid claims submitted by members of both Settlement Classes. This will be the Total Aggregate Claim Amount.

c. Finally, to calculate each Authorized Claimant's *pro rata* share of the Net Settlement Fund, the Claims Administrator will divide the Net Settlement Fund by the Total Aggregate Claim Amount to establish the per-point value, and will multiply each Authorized Claimant's total Claim Value by the per-point value to establish each Authorized Claimant's award.

ALTERNATIVE MINIMUM PAYMENT

8. In consultation with Class Counsel, the Claims Administrator will determine whether an alternative minimum payment should be paid to Authorized Claimants where it is reasonably determined that the cost of administering the claim would exceed the value of the claim. The alternative minimum payment amount would be a set amount for all such Authorized Claimants. Class Counsel will promptly notify Defendants' Counsel if an alternative minimum payment methodology will be used.

UNCLAIMED PAYMENTS

9. If a payment made according to paragraphs 7-8 and distributed to an Authorized Claimant via a check is not negotiated within ninety (90) days after the Claims Administrator has contacted, or made reasonable attempts to contact, the Authorized Claimant, the Authorized Claimant shall be deemed to have waived and released their claim for payment under the

1 Settlement Agreement. If an Authorized Claimant reasonably requests that a check be reissued,
2 the Claims Administrator shall reissue it.

3 10. If a check to an Authorized Claimant is returned as undeliverable, the Claims
4 Administrator shall attempt to obtain a new mailing address for the Authorized Claimant and effect
5 a second mailing. If, after a second mailing, the check is again returned as undeliverable, or if the
6 Claims Administrator, after reasonable efforts, is unable to determine a second mailing address,
7 there is no obligation to take further efforts to distribute the check, and the Authorized Claimant
8 shall be deemed to have waived and released their claim for payment under the Settlement
9 Agreement.

10 11. If a payment is made according to paragraphs 7-8 , distributed to the Authorized
11 Claimant electronically (including via ACH, if such means of payment is made available), but is
12 unable to be processed, the Claims Administrator shall make reasonable efforts to contact the
13 Authorized Claimant to correct the problem. If the Authorized Claimant does not provide a means
14 of payment within a reasonable amount of time or provides a means of payment that is unable to
15 be processed, there is no obligation to take further efforts to distribute the payment, and the
16 Authorized Claimant shall be deemed to have waived and released their claim for payment under
17 the Settlement Agreement.

18 **RESIDUAL FUNDS**

19 12. If, after the process outlined in paragraphs 7-11 is completed, there remain funds in
20 the Net Settlement Fund, consistent with Section 4.20 of the Settlement Agreement, Class Counsel
21 shall have the option to authorize a second distribution to Authorized Claimants who have claimed
22 their settlement payments, or if not administratively feasible, to petition the Court to distribute the
23 remaining funds to one or more 501(c)(3) non-profit organizations as *cy pres* recipients, as agreed
24 upon by Class Counsel and Defendants' Counsel and approved by the Court.

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AUDITS

13. By submitting a Claim Form, a Settling Class Member agrees to furnish such additional information as the Claims Administrator may require. Further, by submitting a Claim Form, a Settling Class Member is swearing to the truth of the statements contained in it and, if applicable, the genuineness of the data and documents attached thereto, subject to penalty of perjury under the laws of the United States of America. The making of false statements or the submission of forged or fraudulent documentation will result in the rejection of a claim.

14. The Claims Administrator may request any Settling Class Member, as deemed appropriate by the Claims Administrator, who submits a Claim Form to provide documentation to support any aspect of the claim submission. Even if the Settling Class Member attests to the truth and accuracy of the documentation and claim overall, the Claims Administrator may require specific documentary evidence to independently verify the details of the claim submission. Failure to comply with such an audit request will result in the rejection of the Claim.

15. All decisions by the Claims Administrator with respect to the administration, processing, and determination of claims are final. To the extent the Claims Administrator rejects a Claim Form, either in whole or in part, for any reason other than failure of the fraud review, the Claimant will be advised in writing of the reasons for the rejection. Claims received and determined to be fraudulently submitted shall not be entitled to receive notice of rejection. All Claimants expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to the Claims Administrator’s determination.