

# Exhibit 1

### **Preamble**

This agreement (“Settlement Agreement” or “Agreement”) is made and entered into this 6th day of January, 2020 (the “Execution Date”), by and between Google LLC (“Google” or “Defendant”) and Plaintiffs Matt Matic, Zak Harris, Charles Olson, and Eileen M. Pinkowski (collectively, “Plaintiffs,” and with Google, the “Parties”), individually and on behalf of the Class, as defined below. This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below) on the terms and conditions of this Agreement. It is subject to the final approval of the United States District Court for the Northern District of California (the “Court”).

### **Recitals**

WHEREAS, Plaintiffs brought suit on behalf of themselves and all others similarly situated for damages and declaratory and injunctive relief under California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and for negligence; invasion of privacy; breach of confidence; deceit by concealment or omission; breach of contract (and in the alternative breach of the implied covenant of good faith and fair dealing) against Google; these claims are pending in the Northern District of California and captioned *In re Google Plus Profile Litigation*, Case No. 5:18-cv-06164 (the “Action”);

WHEREAS, on April 10, 2019, Google moved to dismiss the Action and such motion remains pending;

WHEREAS, arm’s-length settlement negotiations have taken place between Plaintiffs’ Co-Lead Counsel and counsel for Google, including through an all-day mediation with Randall W. Wulff of Wulff Quinby Sochynsky Dispute Resolution;

WHEREAS, this Settlement Agreement has been reached as a result of those negotiations;

WHEREAS, Plaintiffs have conducted a meaningful investigation and analyzed and evaluated the merits of the claims made in the Action against Google, including with the benefit Google’s motion to dismiss, and based upon that analysis, and recognizing the substantial risks of continued litigation, have concluded that a settlement with Google on the terms set forth below is fair, reasonable, and adequate and in the best interest of the members of the Class; and

WHEREAS, Google believes that it is not liable for the claims asserted and has good defenses to Plaintiffs’ claims, but nevertheless has decided to enter into this Settlement Agreement in order to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation; and to obtain the releases, orders and judgment contemplated by this Settlement Agreement, and to put to rest with finality all Released Claims, as defined below; and

NOW, THEREFORE, in consideration of the agreements and releases set forth herein, and intending to be legally bound, it is agreed by and between Google and the Plaintiffs that the Action be settled, compromised, and dismissed with prejudice, without costs to Plaintiffs, the Class Members, or Google except as provided for herein, subject to the approval of the Court, on the following terms and conditions:

## Agreement

### **1. Definitions**

**1.1** “Action” means the case entitled *In re Google Plus Profile Litigation*, Case No. 5:18-cv-06164-EJD, pending in the United States District Court for the Northern District of California.

**1.2** “Affiliates,” with respect to a party, shall mean (i) all entities now or in the future controlling, controlled by or under common control with that party; (ii) all entities in the past controlling, controlled by or under common control with that party, for the period of time that such control exists or existed; and (iii) predecessors, successors, or successors in interest thereof, including all entities formed or acquired by that party in the future that come to be controlled by that party. For purposes of this definition, “control” means possession directly or indirectly of the power to direct or cause the direction of management or policies of a company or entity through the ownership of voting securities, contract, or otherwise, and “entities” includes all persons, companies, partnerships, corporations, associations, organizations, and other entities.

**1.3** “Approved Cy Pres Recipient” means an organization approved by the Court to receive any cy pres funds from the Settlement pursuant to Section 2.12.

**1.4** “Claim” means a Settlement Class Member’s Claim Form submission that may, if valid, entitle the Settlement Class Member to a Settlement Payment.

**1.5** “Claimant” means a Settlement Class Member who has submitted a Claim that the Settlement Administrator has determined is valid and timely in accordance with the claims process described in Section 3.

**1.6** “Claim Form” means the document Settlement Class Members submit to make a Claim pursuant to this Agreement. The Claim Form will be available online at the Settlement Website, and the contents of the Claim Form will be approved by the Court. The proposed Claim Form is attached hereto as Exhibit A to this Settlement Agreement.

**1.7** “Claims Deadline” means the date by which Settlement Class Members must submit all Claims Forms for the Claims Forms to be timely. The Claims Deadline shall be one-hundred and fifty (150) days after entry of the Preliminary Approval order and shall be clearly stated in the Notice and on the Claim Form.

**1.8** “Class” or “Settlement Class” means all persons residing within the United States who (1) had a consumer Google+ account for any period of time between January 1, 2015 and April 2, 2019; and (2) had their non-public Profile Information exposed as a result of the software bugs Google announced on October 8, 2018 and December 10, 2018. Excluded from the Settlement Class are (1) Google, and its officers, directors, employees, subsidiaries, and Google Affiliates; (2) all judges and their staffs assigned to this case and any members of their immediate families; (3) the Parties’ counsel in this litigation; and (4) any Excluded Class Member.

**1.9** “Class Counsel” means John A. Yanchunis, Jonathan B. Cohen, and Ryan J. McGee of the law firm Morgan & Morgan Complex Litigation Group; Clayeo C. Arnold and Joshua H. Watson of the law firm Clayeo C. Arnold Professional Law Corporation; and Ivy T. Ngo of the law firm Franklin D. Azar & Associates, P.C.

**1.10** “Class Representative(s)” means each and all of the named Plaintiffs in this Action: Matt Matic, Zak Harris, Charles Olson, and Eileen M. Pinkowski.

**1.11** “Co-Lead Counsel” means: (i) John A. Yanchunis of the law firm Morgan & Morgan Complex Litigation Group, 201 N. Franklin Street, 7th Floor, Tampa, Florida 33602; and (ii) Ivy T. Ngo of the law firm Franklin D. Azar and Associates, 14426 East Evans Avenue, Aurora, Colorado 80014.

**1.12** “Court” means the United States District Court for the Northern District of California, the Hon. Edward J. Davila presiding, or any judge who succeeds him as the judge in this Action.

**1.13** “Effective Date” means the first business day after both of the following conditions have occurred:

**1.13.1** Class Counsel and Google’s Counsel have executed this Settlement Agreement.

**1.13.2** The Final Approval Order has become a final, non-appealable judgment approving the Settlement Agreement in all respects and is no longer subject to review, reconsideration, rehearing, appeal, petition for permission to appeal, petition for a writ of certiorari, or any other appellate review of any kind, including without limitation under the All Writs Act, 28 U.S.C. § 1651.

**1.14** “Electronic Payment” means payment via an electronic payment option to be selected by Claimants on the Claim Form. The electronic payment options are transfer via Paypal or digital check.

**1.15** “Email Notice” means the notice of the Settlement that is emailed to potential Settlement Class Members, providing a link to the Claim Form, a link to the Settlement Website, and contact information for the Settlement Administrator.

**1.16** “Escrow Agent” means Angeion Group, or another neutral third party agreed to by the Parties or appointed by the Court.

**1.17** “Excluded Class Member” means any person or entity meeting the Class definition who has timely exercised his, her or its right to be excluded from the Class.

**1.18** “Exclusion List” means the list of all persons and entities who have timely and validly excluded themselves from the Settlement.

**1.19** “Fee, Cost, and Expense Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Settlement Fund.

**1.20** “Final Approval Order” is the final judgment and order to be entered by the Court following the Final Fairness Hearing approving the Settlement set forth in this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Action with prejudice and without costs (except as specified in this Agreement).

**1.21** “Final Fairness Hearing” means the Court hearing where the Plaintiffs will request that the Final Approval Order be entered approving this Agreement, and where Class Counsel will request that the Court approve the Fee, Cost, and Expense Award and the Service Awards. The Final Fairness Hearing must occur at least 35 days after the Objection and Exclusion Deadline, on such date as set by the Court.

**1.22** “Google Affiliates” shall mean all Affiliates of Google. For purposes of this Agreement, Google Affiliates shall not include Google Capital (formerly Google Ventures “GV”) or any entities that otherwise would be deemed an Affiliate of Google as a result of an investment in Google Capital or GV, even where such investment may afford Google Capital or GV some level of control over the entity.

**1.23** “Google’s Counsel” means the law firm of Wilson Sonsini Goodrich & Rosati, P.C, 650 Page Mill Road, Palo Alto, California 94304.

**1.24** “Net Settlement Fund” means the Settlement Fund, reduced by the sum of the following amounts: Notice and Administrative Costs, any Service Awards, and any Fee, Cost, and Expense Award.

**1.25** “Notice” means the notice of this proposed Settlement Agreement and of the Final Fairness Hearing, which will be disseminated to Settlement Class Members in accordance with the terms of this Agreement. The proposed Notice is attached hereto as Exhibit B to this Settlement Agreement.

**1.26** “Notice and Administrative Costs” means all costs and expenses incurred in the dissemination of Notice; the establishment of the Settlement Website; the administrative processing, handling, review, and payment of Claims; and all other expenses reasonably necessary for effective Notice and administration of the Settlement pursuant to the Preliminary Approval order, including fees charged by the special master appointed to designate Proposed Class Members pursuant to Section 2.12.

**1.27** “Notice Date” means the date on which Notice to Settlement Class Members is complete. The Notice Date shall be as soon as reasonably practicable, but no later than 60 days following entry of the Preliminary Approval order.

**1.28** “Objection” means the written notice that a Settlement Class Member may submit to the Court in order to object to the Settlement.

**1.29** “Objection and Exclusion Deadline” means the date by which a Settlement Class Member must submit an Objection to this Agreement or an Opt-Out Form to the Settlement Administrator. The Objection and Exclusion Deadline shall be 150 days after entry of the Preliminary Approval order.

**1.30** “Objector” means a person or entity who submits an Objection.

**1.31** “Opt-Out Form” means the form provided by the Settlement Administrator that Settlement Class Members must use to request exclusion from the Settlement.

**1.32** “Plan of Allocation” means the plan for allocating the Net Settlement Fund set forth in Section 2.10 below, or other such plan for allocating the Net Settlement Fund as may be approved by the Court.

**1.33** “Preliminary Approval” means the Court’s order finding that the Notice to the Settlement Class is justified by the Parties’ showing that the Court will likely be able to approve the Settlement under Fed. R. Civ. P. 23(e)(2) and certify the Settlement Class for purposes of judgment on the proposal.

**1.34** “Profile Information” means information that was entered into in a Google+ profile field of a member of the Class.

**1.35** “Proposed Cy Pres Recipient” means an organization proposed by a special master pursuant to the selection procedure described below at Section 2.12.

**1.36** “Rejected Claimant” means a person or entity who submitted a Claim that the Settlement Administrator deemed invalid or untimely.

**1.37** “Released Claims” means any and all claims, complaints, demands, damages, debts, liabilities, actions, proceedings, remedies, causes of actions or suits, known or unknown, of whatever kind or nature, including but not limited to whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, asserted or not asserted, arising out of or related to the allegations in the Consolidated Amended Complaint, including but not limited to the claims arising out of or related to the allegations in the Consolidated Amended Complaint that have been asserted or could have been asserted by Releasers in the Consolidated Amended Complaint. Released Claims do not include any claims arising out of the enforcement of this Settlement Agreement.

**1.38** “Releasees” means Google, its Affiliates, and their respective officers, directors, employees, members, agents, attorneys, administrators, representatives, insurers, beneficiaries, trustees, shareholders, investors, contractors, joint venturers, predecessors, successors, assigns, transferees, and all other individuals and entities acting on Google’s behalf in connection with the Released Claims.

**1.39** “Releasing Class Members” means all Settlement Class Members (and their parents or guardians on behalf of any minor Settlement Class Members) except those who appear on the Exclusion List, and each of their respective current or former directors, officers, trustees, beneficiaries, insurers, predecessors, successors, assigns, legatees, heirs, partners, agents,

personal representatives, and all other individuals or entities acting on a Releasing Class Member's behalf.

**1.40** "Releasing Named Plaintiffs" means the named Plaintiffs in this Action: Matt Matic, Zak Harris, Charles Olson, and Eileen M. Pinkowski, on behalf of themselves and each of their respective insurers, predecessors, successors, assigns, legatees, heirs, attorneys, agents, personal representatives, and all other individuals or entities acting on the Plaintiff's behalf.

**1.41** "Residual Settlement Payment" means the amount the Cy Pres Recipient(s) shall receive from the Net Settlement Fund if any funds remain after Settlement Payments are made.

**1.42** "Service Award" means the award sought by each Class Representative in consideration for their service during the course of the Action and subsequently approved by the Court. Any such Service Award is separate and apart from any Settlement Payments each Class Representative may receive as a result of submitting a Claim as a Settlement Class Member.

**1.43** "Settlement Administrator" means Angeion Group, or another firm agreed to by the parties or appointed by the Court, which will provide Notice and Claims administration services in connection with the Settlement Agreement.

**1.44** "Settlement Amount" means Seven Million Five Hundred Thousand Dollars (\$7,500,000), which shall be paid to the Escrow Agent by Google as detailed in Section 2 below.

**1.44.1** The "Advance" means the payment of Seven Hundred Fifty Thousand Dollars (\$750,000) to be paid within 30 days after the entry of the Preliminary Approval order; and

**1.44.2** The "Balance" means the payment of Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000) to be paid within 10 days after the entry of the Final Approval Order.

**1.45** "Settlement Class Members" means members of the Settlement Class.

**1.46** "Settlement Fund" means a cash fund of a total of Seven Million Five Hundred Thousand Dollars (\$7,500,000) to be paid by Google in accordance with the terms of this Settlement Agreement.

**1.47** "Settlement Payment" means the amount a Claimant shall receive from the Net Settlement Fund in accordance with the Plan of Allocation.

**1.48** "Settlement Website" means a website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with Notice of the proposed Settlement. This website will allow Settlement Class Members to access and submit Claim Forms and Opt-Out Forms, and update their contact information and preferred payment method.

**1.49** "Supplemental Settlement Agreement" means an agreement signed by the Parties, which provides Defendants the option to withdraw from the Settlement if an agreed upon number of Settlement Class Members who exclude themselves from the Class is exceeded, which



number shall be submitted to the Court in camera or under seal, and kept confidential by the Parties unless the Court orders otherwise.

**1.50** “Valid Claim” means a Settlement Class Member’s Claim Form that the Settlement Administrator has deemed valid and timely and accepted for Settlement Payment.

**1.51** “Website Notice” means the formal legal notice of the proposed Settlement terms that will be hosted on the Settlement Website, as approved by Class Counsel, Google’s Counsel, and the Court.

## **2. Settlement Relief**

### **2.1 Settlement Fund**

Google’s total financial commitment under this Agreement shall be \$7,500,000. Within 30 days after entry of the Preliminary Approval order, Google shall make a non-reversionary payment in the amount of the Advance by check or wire transfer to the Escrow Agent in accordance with the instructions to be provided by the Escrow Agent to make payments for initial Notice and Administrative Costs. Within 10 days after the entry of the Final Approval Order, Defendants shall pay or cause to be paid to the Escrow Agent a non-reversionary payment in the amount of the Balance in accordance with the instructions to be provided by the Escrow Agent. The Settlement Amount may be paid by wire transfer, by delivering to the Escrow Agent a check or checks payable to the Settlement Fund, by any combination of those methods, or in any other manner agreed upon by Plaintiffs’ counsel and Google. Within thirty (30) days of execution of this Agreement, the Escrow Agent will furnish to Google’s Counsel adequate payment instructions consisting of wire transfer instructions, instructions for payment by check, and a completed IRS form W-9 for the Settlement Amount, including an address and tax ID number. The interest from this escrow account will accrue to the benefit of the Settlement Class if the Court grants final approval of the Settlement. If the Court does not grant final approval of the Settlement, the interest and Settlement Amount will be returned to Google less the portion of the amount applied to provide Notice to the Settlement Class.

### **2.2 Escrow.**

The Escrow Agent will place the Settlement Fund in an interest-bearing account (the “Account”) created by order of the Court intended to constitute a “qualified settlement fund” (“QSF”) within the meaning of Section 1.468B-1 of the Treasury Regulations (“Treasury Regulations”) promulgated under the U.S. Internal Revenue Code of 1986, as amended (the “Code”). Google shall be the “transferor” to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount Transferred to the QSF pursuant to this Settlement Agreement. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Google and the Settlement Administrator shall reasonably cooperate in



providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations.

### **2.3 No Liability for Investment.**

Google, Google's Counsel, and Releasees shall have no liability, obligation or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund or QSF and shall have no liability, obligation or responsibility with respect to any liability, obligation or responsibility of the Escrow Agent or Settlement Administrator, including but not limited to, liabilities, obligations or responsibilities arising in connection with the investment, disbursement or other administration of the Settlement Fund and QSF.

### **2.4 Satisfaction of Obligations.**

Google's transfers of its contributions to the Settlement Fund to the Escrow Agent shall constitute full and complete satisfaction of their obligations under this Agreement. Following Google's transfers of its contributions to the Settlement Fund, neither Google nor any Releasees shall have any liabilities, obligations or responsibilities with respect to the payment, disbursement, disposition or distribution of the Settlement Fund. Settlement Class Members shall look solely to the Settlement Fund for settlement and satisfaction against Google and any Releasees of all claims that are released herein: Fee, Cost, and Expense Award; Notice and Administrative Costs; all Service Awards; and all administrative or other costs and expenses arising out of or related to the Action or the Settlement. Settlement Class Members shall not under any circumstances be entitled to any further payment from Google or any Releasees with respect to the Released Claims, the Action, or the Settlement. In the event that the Settlement Agreement becomes final and effective, payment of the Settlement Fund will fully satisfy any and all Released Claims. Except as provided by order of the Court, no Settlement Class Member shall have any interest in the Settlement Fund or any portion thereof.

### **2.5 Custody.**

All funds in the escrow account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to the Agreement and/or further order(s) of the Court.

### **2.6 Taxes.**

**2.6.1** Notwithstanding any effort, or failure, of the Settlement Administrator or the Parties to treat the Account as a QSF, any tax liability, together with any interest or penalties imposed thereon, incurred by Google or any Releasees resulting from income earned on the Settlement Fund or the Account or payments made from the Account (or the receipt of any payment under this paragraph) shall be reimbursed from the Account in the amount of such tax liability, interest or penalties promptly upon and in no event later than five (5) days after Google's or any Releasees' written request to the Settlement Administrator.

**2.6.2** For avoidance of doubt, neither Google nor any Releasees nor Class Counsel shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to any Claimant, or based on the activities and income of the QSF. In addition, neither Google nor any Releasees shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to Class Counsel. The QSF will be solely responsible for its tax obligations. Each Claimant will be solely responsible for his or her tax obligations. Each Class Counsel attorney or firm will be solely responsible for his, her, or its tax obligations.

**2.7 No Liability.**

Google shall have no liability whatsoever with respect to (i) any act, omission, or determination by Class Counsel, the Escrow Agent, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, or calculation of claims to be paid to Claimants from the Settlement Fund; or (v) the payment or withholding of taxes or related expenses, or any expenses or losses incurred in connection therewith. The Releasing Class Members, Class Representatives, and Class Counsel release Google from any and all liability and claims arising from or with respect to the administration, investment or distribution of the Settlement Fund.

No person shall have any claim against Class Representatives, Class Counsel or the Settlement Administrator, or any other person designated by Class Counsel, based on determinations or distributions made substantially in accordance with this Agreement and the settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

**2.8 Disposition of the Settlement Fund**

The Settlement Fund shall be applied as follows:

- (a) To pay all Notice and Administrative Costs;
- (b) To pay the taxes described herein;
- (c) After the Effective Date, to pay the Fee, Cost, and Expense Award, and any Service Awards;
- (d) After the Effective Date, to distribute the Net Settlement Fund to Claimants in accordance with the Final Approval Order or any subsequent order of the Court; and
- (e) To distribute Residual Settlement Payments (if any) to Approved Cy Pres Recipients.

**2.9 Settlement Payments to Settlement Class Members**

After the Effective Date, Settlement Payments shall be made from the Net Settlement Fund to Settlement Class Members who submit Valid Claims in accordance with the Plan of Allocation.

## **2.10 Plan of Allocation**

The Net Settlement Fund shall be allocated to Claimants on a pro rata basis up to an initial cash payment of US\$5.00 per Claimant. If there are insufficient funds to pay claimants \$5.00 based on the number of claimants, the payment to each claimant will be reduced pro ratably. If sufficient funds remain after calculation of the aggregate initial maximum distribution of US\$5.00 per Claimant, the allocation shall be recalculated on a pro rata basis up to a maximum distribution of up to US\$12.00 per Claimant. Under no circumstances will any Class Member receive more than \$12.00. Any funds remaining in the Net Settlement Fund after distribution(s) to Class Members will be distributed to Cy Pres Recipients that have been selected by a neutral third party and approved by the Court.

## **2.11 Payment Method**

For each Claimant, the Settlement Administrator shall provide Settlement Payments through an Electronic Payment option to be selected by Claimant on the Claim Form. Settlement Class Members with Valid Claims who fail to provide sufficient or correct information to permit such Electronic Payment, shall, after a reasonable attempt to resolve any such Settlement Payment issues, relinquish their right to Settlement Payments.

## **2.12 Distribution of Residual Funds to Approved Cy Pres Recipients**

The Parties will select a neutral (*e.g.*, from JAMS or another alternative dispute resolution provider) to designate Proposed Cy Pres Recipients for distribution of any Residual Settlement Payments. The Preliminary Approval Motion shall request appointment by the Court of the selected person as a special master for this purpose. Following appointment, the special master will review applications from organizations seeking to be named Cy Pres Recipients, which applications shall include an affidavit disclosing any relationships between the organization on one hand and the Parties and their counsel on the other hand. The affidavit shall also set forth the organization's qualifications as an appropriate recipient of cy pres funds with respect to a settlement relating to data privacy. In advance of the Final Approval Motion, the special master will issue a report designating the Proposed Cy Pres Recipients, along with the reasons supporting the designation. The Final Approval Motion will request the Court's approval of the Proposed Cy Pres Recipients. Residual Settlement Payments will be distributed to the Approved Cy Pres Recipients in the manner directed by the Court in the Final Approval Order.

## **2.13 Timing of Payment**

Settlement Payments from the Net Settlement Fund shall be distributed to Claimants within 60 days following the Effective Date. If applicable, payments to Approved Cy Pres Recipients, shall be distributed within 120 days following the Effective Date.

## **2.14 Certification**

Within 35 days of execution of the Agreement, Google will provide a written certification confirming the facts and circumstances of the software bugs at issue in the Action and

confirming that Notice under this Agreement is reasonably calculated to inform Class Members of the Settlement.

### **3. Claims Process**

#### **3.1 Claim Form**

**3.1.1** Each Settlement Class Member shall be entitled to submit no more than one Claim for a Settlement Payment as described in this section.

**3.1.2** The Claim Form will be available on the Settlement Website and may be completed and submitted online or in hard copy sent by postal mail to the Settlement Administrator.

**3.1.3** The Claim Form shall, among other terms, require the Settlement Class Member to: (1) provide his or her current contact information and Electronic Payment information; (2) make attestations concerning the Settlement Class Member's usage of Google+; and (3) affirm under oath that the information he or she submits is, to the best of his or her knowledge, true and correct.

#### **3.2 Deadline to file claims**

**3.2.1** To be considered timely, all Claim Forms must be submitted on the Settlement Website or mailed to the Settlement Administrator by the Claims Deadline, which shall be clearly stated in the Notice, on the Claim Form, and on the Settlement Website.

**3.2.2** For Claim Forms submitted electronically on the Settlement Website, the deadline is 11:59 p.m. Pacific Time on the Claims Deadline.

**3.2.3** For Claim Forms mailed to the Settlement Administrator, the Claim Form must be postmarked by 11:59 p.m. Pacific Time on the Claims Deadline.

**3.2.4** Late claims may be considered if deemed appropriate by the Settlement Administrator in consultation with Class Counsel, or if ordered by the Court.

#### **3.3 Claims review**

The Settlement Administrator shall review all Claims to determine their validity. The Settlement Administrator may reject any Claim that does not comply in any material respect with the instructions on the Claim Form; is not submitted by a Settlement Class Member; is a duplicate of another Claim; is a fraudulent Claim; or is submitted after the Claims Deadline. The decision of the Settlement Administrator shall be final as to the determination of the Claimant's recovery.

#### **3.4 Notification of Rejected Claims**

The Settlement Administrator shall promptly notify, via the email address provided by the Claimant, all Rejected Claimants whose Claim Form the Settlement Administrator proposed to reject, in whole, or in part, and provide its reasons.

### **3.5 Claims disputes and inquiries**

The Settlement Administrator shall notify Class Counsel and Google's Counsel of any disputes regarding the rejection of a Claim. Class Counsel and Google's Counsel may review any Claims rejected by the Settlement Administrator. If Class Counsel and Google's Counsel agree that a Claim was improperly rejected, the Claim shall be deemed valid and shall be paid. If Class Counsel and Google's Counsel do not agree as to whether a Claim was improperly rejected, the decision of the Settlement Administrator shall be final.

### **3.6 Claims processing**

As soon as reasonably possible after the Claims Deadline, after all Claims have been processed to determine their validity, the Settlement Administrator will provide Class Counsel and Google's Counsel with a list of Claimants with Valid Claims and a list of all Claims it deems invalid or untimely.

### **3.7 Reporting and claims database**

The Settlement Administrator will maintain a database of Claims, which will include all relevant information captured from Claimants' Claim Forms.

## **4. Notice and Administration**

Direct Notice of the Settlement will be made to potential Settlement Class Members as set forth below. Notice shall be completed as soon as reasonably practicable, but no later than 60 days following entry of the Preliminary Approval order.

### **4.1 Direct Email Notice**

**4.1.1** Following entry of the Preliminary Approval order, Google shall compile a list of the e-mail addresses of the potential Settlement Class Members, as reflected in Google's current records, which shall be reasonably calculated to inform consumer users of the Google+ service located in the U.S. of the Settlement.

**4.1.2** Within sixty (60) days following entry of the Preliminary Approval order, the Settlement Administrator shall coordinate with Google to effectuate email Notice of the Settlement to the list of e-mail addresses compiled pursuant to Section 4.1.1.

**4.1.3** The Email Notice will provide a link to a Claim Form where the Settlement Class Member can submit a Claim; will provide a link to an Opt-Out Form where the Settlement Class Member can submit an Opt-Out Form, will provide a link to the Settlement Website; and will list contact information for the Settlement Administrator.

### **4.2 Website Notice**

**4.2.1** Within ten (10) business days of entry of the Preliminary Approval order, the Settlement Administrator will post the Website Notice in a user-accessible format on the Settlement Website.

**4.2.2** Class Counsel, Google’s Counsel, and the Settlement Administrator will jointly select the domain name for the Settlement Website.

**4.2.3** The Settlement Website will include the Claims Form and Opt-Out Form; answers to frequently asked questions; a list of important deadlines; case documents, and contact information for the Settlement Administrator. Google’s Counsel and Class Counsel must agree to any additions or revisions to the Settlement Website design or content.

**4.2.4** The Settlement Website will remain active for at least 90 days following the Effective Date of the Settlement. However, the Settlement Administrator will disable online submissions of the Claim Form and the Opt-Out Form immediately following the Claims Deadline and the Objection and Exclusion Deadline.

### **4.3 Press Release**

**4.3.1** Within ten (10) business days of entry of the Preliminary Approval order, Class Counsel will issue a Press Release, which Google’s Counsel will have the opportunity to review and reasonably approve prior to publication, providing Notice of the Settlement, a link to the Settlement Website, and contact information for the Settlement Administrator.

**4.3.2** The Press Release will be issued through PR Newswire’s US1 commercial newswire service and will also be posted on the Settlement Website and Class Counsel’s website.

### **4.4 CAFA Notice**

Not later than ten (10) days after this Settlement Agreement is filed with the Court, the Settlement Administrator, at Defendant’s direction, shall serve notice of the Settlement and other required documents upon relevant government officials in accordance with the Class Action Fairness Act (“CAFA”), 28 U.S. § 1715. Prior to the Preliminary Approval hearing, the Settlement Administrator shall provide proof of service of such notice for filing with the Court.

## **5. Objections and Exclusions**

### **5.1 Objections**

**5.1.1** Any Settlement Class Member who has not submitted a timely written Opt-Out Form and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, the Fee, Cost, and Expense Award, or the Service Awards must comply with the following requirements.

**5.1.2** All Objections and supporting papers must be in writing and must:

(a) Clearly identify the case name and number, *In re Google Plus Profile Litigation*, Case No. 5:18-cv-06164-EJD;

(b) Include the full name, address, telephone number, and email address of the person objecting;



(c) Include the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel);

(d) State whether the objection applies only to the objector, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the objection;

(e) Identify the number of class action settlements objected to by the Settlement Class Member in the last three years, and list those cases by case name and number; and

(f) Be verified by an accompanying declaration submitted under penalty of perjury or a sworn affidavit.

## **5.2 Submission of Objections**

Objections must be submitted by the Objection and Exclusion Deadline:

(a) If submitted through ECF, Objections must be submitted on this date by 11:59 p.m. PST.

(b) If submitted by postal mail, Objections must be postmarked by the Objection and Exclusion Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement shall be the exclusive means used to determine whether an Objection has been timely submitted. In the event a postmark is illegible or unavailable, the date of mailing shall be deemed to be three days prior to the date that the Court scans the Objection into the electronic case docket.

(c) Settlement Class Members who fail to submit timely written Objections in the manner specified above shall be deemed to have waived any objections and shall be forever barred from making any objection to the Agreement and the proposed Settlement by appearing at the Final Fairness Hearing, appeal, collateral attack, or otherwise

## **5.3 Attendance at Final Fairness Hearing**

Any Objections from Settlement Class Members regarding the proposed Settlement Agreement must be submitted in writing to the Court. If a Settlement Class Member does not submit a timely written Objection, the Settlement Class Member will not be able to participate in the Final Fairness Hearing. If an Objector who has submitted a timely written Objection wishes to attend the Final Fairness Hearing, he or she may do so at his or her own expense.

## **5.4 Objector's Attorneys' Fees and Costs**

If an Objector makes an Objection through an attorney, the Objector shall be solely responsible for the Objectors attorneys' fees and costs.

## **5.5 Requests for Exclusion**



The Notice shall advise all Settlement Class Members of their right to exclude themselves from the Settlement. This Settlement Agreement will not bind Settlement Class Members who opt-out of the Settlement.

### **5.6 How to Opt-Out**

To request to be excluded from the Settlement, Settlement Class Members must timely submit a completed Opt-Out Form. This Opt-Out Form may be submitted electronically on the Settlement Website or sent by postal mail to the Settlement Administrator.

### **5.7 Deadline to Opt-Out**

To be excluded from the Settlement, the Opt-Out Form must be submitted by the Objection and Exclusion Deadline.

(a) If submitted electronically, the Opt-Out Form must be submitted no later than 11:59 p.m. PST on or before the Objection and Exclusion Deadline.

(b) If submitted by postal mail, the Opt-Out Form must be postmarked, no later than the Objection and Exclusion Deadline. The Settlement Class Member must pay for postage.

### **5.8 Effect of Opt-Out**

Any person or entity who falls within the definition of the Settlement Class and who validly and timely requests exclusion from the Settlement shall not be a Settlement Class Member; shall not be bound by the Settlement Agreement; shall not be eligible to make a Claim for any benefit under the terms of the Settlement Agreement; and shall not be entitled to submit an Objection to the Settlement.

### **5.9 Exclusion List**

No later than 14 days after the Objection and Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Google's Counsel with a list of all persons and entities who have timely and validly excluded themselves from the Settlement. The Exclusion List shall be filed with the Court as part of the Motion for Final Approval.

### **5.10 Termination Clause**

If the number of Settlement Class Members requesting exclusion exceeds a number agreed to by the Parties in the Supplemental Settlement Agreement, then Defendant may notify Class Counsel in writing that it has elected to terminate this Settlement Agreement. Such notification of intent to terminate the Settlement Agreement must be provided within 14 days of the date that the Exclusion List is provided to the Parties by the Settlement Administrator. If this Settlement Agreement is terminated, it will be deemed null and void ab initio and Section 8.5 below will apply.

## **6. Settlement Administration**

## **6.1 Duties of Settlement Administrator**

**6.1.1** The Settlement Administrator shall perform the functions specified in this Agreement, including, but not limited to, overseeing administration of the Settlement Fund; coordinating Notice to Settlement Class Members via email; establishing and operating the Settlement Website and a toll-free number; administering the claims processes; and distributing Settlement Payments according to the processes and criteria set forth herein.

**6.1.2** The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include:

- (a) Effecting Notice in accordance with the procedures set forth herein;
- (b) Establishing and maintaining a post office box for mailed communications from the Settlement Class Members;
- (c) Establishing and maintaining the Settlement Website that, among other things, allows Settlement Class Members to submit claims electronically;
- (d) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- (e) Responding to any mailed or emailed Settlement Class Member inquiries;
- (f) Mailing to Settlement Class Members who request it paper copies of the Notice and/or Claim Forms;
- (g) Processing all written notifications of exclusion from the Settlement Class;
- (h) Providing weekly reports that summarize the number of written notifications of exclusion received that week, the total number of written notifications of exclusion received to date, and other pertinent information as requested by Class Counsel and Defendant's counsel;
- (i) In advance of the Final Fairness Hearing, preparing affidavits to submit to the Court that: (i) attest to implementation of the Notice Plan in accordance with the Preliminary Approval Order; and (ii) identify each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class; reviewing, determining the validity of, and processing all Claims submitted by Settlement Class Members, pursuant to criteria set forth herein;
- (j) Providing weekly reports and a final report to Class Counsel and Defendant's counsel that summarize the number and amount of Claims since the prior reporting period, the total number and amount of Claims received to date, the number and amount of any Claims approved and denied since the prior reporting period, the total number and amount of Claims approved and denied to date, and other pertinent information as requested by Class Counsel and Defendant's counsel;
- (k) Providing any information as may be needed for a Post-Distribution Accounting as set forth in the Northern District of California Procedural Guidance for Class Action Settlements;

and

(l) Performing any function related to Settlement administration at the agreed-upon instruction of both Class Counsel and Defendant's counsel, including, but not limited to, verifying that cash payments have been distributed in accordance with this Agreement.

## **7. Releases**

### **7.1 No admission of liability**

This Settlement Agreement is made in compromise of a dispute. Neither the Agreement nor anything that the Parties stated or did during the negotiation of the Agreement shall be construed or used in any manner as an admission of liability or evidence of any party's fault, liability, or wrongdoing. Defendant expressly denies any liability or wrongdoing whatsoever.

### **7.2 Named Plaintiffs and Settlement Class Members' Release**

Upon the Effective Date of this Agreement, all the Releasing Named Plaintiffs and Releasing Class Members shall release, forever discharge, will not in any manner pursue this Action, and shall be forever barred from asserting, instituting, or maintaining against the Releasees, any and all Released Claims, as defined in this Agreement.

### **7.3 Release of Unknown Claims**

Releasing Named Plaintiffs and Releasing Class Members fully understand that the facts on which this Settlement Agreement is executed may be different from the facts now believed by Releasing Named Plaintiffs, Releasing Class Members, and their Counsel to be true. Releasing Named Plaintiffs and Releasing Class Members expressly accept and assume the risk of this possible difference in facts and agree that this Settlement Agreement remains effective despite any difference in facts. Releasing Named Plaintiffs and Releasing Class Members further agree that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been agreed to.

### **7.4 Waiver of California Civil Code § 1542**

As to the Released Claims only, Releasing Named Plaintiffs and Releasing Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, or any other similar provision under federal or state law. Releasing Named Plaintiffs and Releasing Class Members understand that California Civil Code § 1542 states:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

### **7.5 No Reliance**

The Parties understand that, if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts, and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises or representations made by anyone other than those embodied herein.

## **7.6 Enforcement**

The Releasing Named Plaintiffs and Settlement Class Members' Release shall not bar a claim, complaint, action, or proceeding for breach of this Settlement Agreement, for which the Court shall retain jurisdiction to resolve and enforce.

## **8. Court Approval of Settlement**

### **8.1 Cooperation**

Cooperation to Obtain Court Approval. The Parties will jointly take all reasonable steps necessary to secure the Court's approval of this Settlement. Class Counsel will draft and file the motions for Preliminary Approval and Final Approval. Google's Counsel will be provided with advance copies of these papers at least 7 calendar days prior to filing, and may join the motions or file separate briefs in support of Preliminary and Final Approval of the Settlement. Class Counsel will be provided with advance copies of any papers in support of preliminary or final approval Defendant proposes to file at least two business days prior to filing.

### **8.2 Settlement Class**

The Parties agree that, for purposes of this Settlement, this Action should be certified and proceed as a class action under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only. Class Counsel shall serve as counsel for the Settlement Class.

### **8.3 Preliminary Approval**

Within 45 days after the execution of this Agreement, Plaintiffs, in consultation with Defendant, shall move the Court for an order:

(a) Finding that the Court will likely be able to approve the Settlement under Rule 23(e)(2);

(b) Finding that the Court will likely be able to certify the Settlement Class for purposes of entering the Final Approval Order; and

(c) Finding that Notice, including the form, manner, and content of the Direct Email Notice and Website Notice is justified; and

(d) Placing the Final Fairness Hearing on the Court's calendar, with the hearing being set at least 35 days after the Objection and Exclusion Deadline, subject to the Court's availability.

#### **8.4 Final approval**

At least 35 days prior to the Final Fairness Hearing, Plaintiffs, in consultation with Defendant, shall move the Court for the Final Approval Order seeking:

(a) Final Approval of the Settlement, approving the terms of this Settlement to be fair, reasonable, and adequate and in the best interest of Settlement Class Members;

(b) A finding that the Notice complied with the Settlement Agreement, all applicable law, and due process;

(c) Distribution of the Settlement Fund and approval of the Settlement Payments and Residual Settlement Payments; and

(d) Dismissal of the Action with prejudice, entry of judgment, and entry of a Final Approval Order.

#### **8.5 Effect if Settlement Not Approved**

The Settlement Agreement is being entered into for settlement purposes only. If the Court does not grant Preliminary Approval, does not grant Final Approval, or if the Effective Date does not occur, this Settlement Agreement will be deemed null and void ab initio. In that event:

(a) The Preliminary Approval order and the Final Approval Order, to the extent they have been entered by the Court, will be vacated by operation of law;

(b) The Parties will be restored to their respective positions immediately preceding execution of the Agreement, and any intervening Court rulings or decisions shall be vacated;

(c) No term or condition of the Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect; nor shall any such matter be admissible in evidence for any purpose in the Action or any other proceeding; nor shall any such matter be used in the Action for any purpose whatsoever;

(d) Defendant will retain all of its rights to object to any attempt by Plaintiffs to reference, cite to, or rely upon, in any way, the Agreement or any factual or legal statement or conclusion within it, including as to the feasibility of the maintenance of the Action as a class action.

#### **8.6 Modifications Suggested by the Court**

**8.6.1** If the Court (1) suggests any modifications to the Agreement or (2) conditions either Preliminary Approval or Final Approval on modifications to the Agreement, the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court. However, the Parties shall not be obligated to make any additions or modifications to the Agreement that would affect the benefits provided to Settlement Class Members, or the cost to or burden on Defendant, the content or extent of Notices required to Settlement Class Members, or the scope of any of the releases contemplated

in this Agreement. If the Court orders or proposes such additions or modifications, the Parties will each have the right to terminate the Settlement Agreement within 7 days from the date of the Court's order or proposal. If any Party elects to terminate the Settlement Agreement pursuant to this section, the Agreement will be deemed null and void ab initio and the provisions of Section 8.5 will apply.

**8.6.2** Notwithstanding the foregoing, the Parties will not be entitled to terminate this Settlement Agreement based on any order relating to Class Counsel's anticipated motion for a Fee, Cost, and Expense Award or to Plaintiffs' anticipated motion for Service Awards to the Named Plaintiffs, nor any appeal from such order or reversal or modification thereof.

## **9. Class Counsel's Fees, Costs, and Expenses**

### **9.1 Fee, Cost, and Expense Award.**

Class Counsel will file a motion with the Court seeking a portion of the Settlement Fund as payment of their reasonable attorneys' fees, plus reimbursement of actual costs and expenses, including experts and consultants, incurred in connection with prosecuting this Action, including any appeal(s). Google expressly reserves the right to oppose the motion seeking a Fee, Cost, and Expense Award if the portion sought exceeds 25% of the Settlement Fund (\$1,875,000) plus \$200,000 in costs. The Fee, Cost, and Expense Award is within the sole discretion of the Court, and if the award is less than the amount sought by Class Counsel, this will not be a basis for setting aside the Settlement.

### **9.2 Disclosure of Amounts Sought**

In its Motion for Preliminary Approval of the Settlement and supporting papers, Class Counsel will provide the maximum amount of the Settlement Fund it will seek from the Court as attorneys' fees, as well as the total amount of costs and expenses (or best estimates for costs and expenses not yet charged) for which it will seek reimbursement. On or before the Notice Date, these amounts will also be disclosed in the Settlement Notice, which shall be posted on the Settlement Website.

### **9.3 Motion for Attorneys' Fees, Costs, and Expenses**

At least 35 days prior to the Objection and Exclusion Deadline, Class Counsel will file a motion for award of attorneys' fees, costs, and expenses. Class Counsel's motion for attorneys' fees, costs, and expenses will also be posted on the Settlement Website.

### **9.4 Timing of Payment**

If awarded by the Court, the Fee, Cost, and Expense Award shall be payable from the Settlement Fund within 60 days after the Effective Date.

### **9.5 Distribution of Fee, Cost, and Expense Award**



Class Counsel shall have sole responsibility and discretion to distribute the Fee, Cost, and Expense Award to any other attorney or law firm that may claim they are owed attorneys' fees, costs, or expenses under the terms of this Settlement.

## **10. Service Awards**

Class Counsel will seek, and Google will not oppose, Service Awards for each Class Representative in consideration for their service during the course of the Action. Any Service Awards are subject to the approval of the Court and shall not exceed \$1,500 per Class Representative. Any such Service Awards are separate and apart from any Settlement Payments the Class Representatives may receive as a result of submitting Claims as Settlement Class Members. If awarded by the Court, the Service Awards shall be payable from the Settlement Fund 60 days after the Effective Date of the Settlement. At least 30 days prior to payment of the Service Awards, Class Counsel shall furnish the Settlement Administrator with all necessary payment, routing, and tax information for the Class Representatives to facilitate the transfer.

## **11. Miscellaneous**

### **11.1 Entire Agreement**

This Agreement, together with the Supplemental Settlement Agreement, constitutes the complete, final and exclusive embodiment of the entire agreement among Plaintiffs, the Settlement Class, and Google with regard to the subject matter hereof, and supersedes all previous or contemporaneous agreements between Plaintiffs, the Settlement Class, and Google relating to the Agreement's subject matter. It is entered into without reliance on any statements, promises, warranties or representations, written or oral, other than those expressly contained herein, and it supersedes any other statements, promises, warranties or representations.

### **11.2 No Construction Against Any Party.**

The terms of the Settlement Agreement have been negotiated at arm's-length among knowledgeable parties represented by experienced counsel. The Parties agree that the normal rule of construction that any ambiguity in a document is construed against the drafting party shall not apply to the interpretation or enforcement of the Settlement Agreement, as the Parties each participated in the drafting of the Settlement Agreement.

### **11.3 Headings and Captions.**

The captions or headings in this Agreement are inserted for convenience, reference, and identification purposes only, and shall neither control, define, limit, nor affect any provisions of this Agreement.

### **11.4 Severability.**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. If any provision (or part of a provision) of this Agreement is found to be invalid, illegal or unenforceable, the rest of the Agreement shall remain in effect.



### **11.5 Specific Prohibitions.**

The following specific prohibitions shall apply to the Settlement Agreement as follows:

(a) **No Assignment:** The Settlement Agreement, including any of the rights and duties of each Party under the Agreement, may not be assigned without prior written approval by the other Parties.

(b) **No Waiver:** No Party will be treated as having waived any rights or privileges, including attorney-client privilege, as the result of the Settlement Agreement. Additionally, a waiver of any breach of the Settlement Agreement by any Party shall not be deemed to be a waiver by any Party of any other breach of the Agreement.

(c) **No Third-Party Beneficiaries:** The Settlement Agreement does not confer any benefits on any third party.

(d) **Execution in Counterparts:** This Agreement may be executed by the Parties in counterparts and exchanged by electronic means, including facsimile, PDF, and other electronic means, with the same effect as if all Parties had signed the same instrument.

### **11.6 Amendments.**

Any amendment must be in writing, signed by Class Counsel and Google's Counsel, and expressly state that it is amending the Settlement Agreement.

### **11.7 Communications with Settlement Class Members**

Google reserves the right to continue any and all ordinary-course-of-business communications with Settlement Class Members. Should it become evident in the course of any such communication that a Settlement Class Member is inquiring regarding the settlement memorialized in this Agreement, Google shall refer the inquiry to the Settlement Administrator or to Class Counsel.

### **11.8 Waiver of Objections by Class Representatives**

The Settlement Class Representatives agree not to object to any of the terms of this Agreement

### **11.9 Governing Law.**

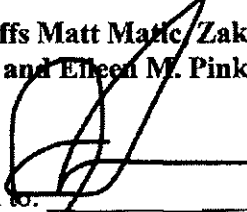
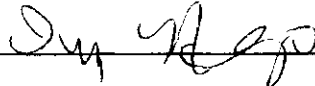
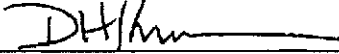
All claims arising out of or relating to this Agreement will be governed, interpreted, enforced, construed and controlled by the laws of the State of California, without regard to principle of conflicts or choice of law provisions.

### **11.10 Enforcement and Jurisdiction.**

The Court shall retain exclusive jurisdiction to enforce, interpret, and implement the Settlement Agreement, including any alleged violations, any disputes, and the terms of any order entered pursuant to this Agreement.

**SIGNATORIES**

IN WITNESS WHEREOF, each of the Parties hereto has reviewed and approved this Agreement and has caused this Agreement to be executed on its behalf by its duly authorized counsel of record or representative.

<p><b>Plaintiffs Matt Mattic, Zak Harris, Charles Olson, and Eileen M. Pinkowski</b></p> <p>Agreed to: </p> <p>Morgan &amp; Morgan Complex Litigation Group</p> <p>Agreed to: </p> <p>Franklin D. Azar and Associates</p> <p>Attorneys for Plaintiffs and the Proposed Settlement Class</p>	<p><b>Defendant Google LLC</b></p> <p>Agreed to: </p> <p>David H. Kramer</p> <p>WILSON SONSINI GOODRICH &amp; ROSATI PC</p> <p>Date: <u>1/6/2020</u></p> <p>Attorneys for Google LLC, as authorized and on behalf of Defendant Google LLC</p>
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# Exhibit A

# CLAIM FORM

## 1. You may be eligible to receive a cash payment if you submit this Claim Form.

Settlement Class Members who submit a Claim may be eligible to receive cash payments in an amount up to a maximum of \$12.00, depending on the total number of Claimants. Each Settlement Class Member is allowed to submit no more than **one** claim, regardless of the number of Google+ accounts the Class Member had.

Settlement Class Members whose Claims are determined to be valid will receive their payments via the Electronic Payment method specified below. Claimants must fully complete all sections of this form.

## 2. Name and Contact Information of Claimant

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Email address associated with Claimant's Google+ account

## 3. Election of Electronic Payment Format

Please indicate your preferred method of payment and provide the required Electronic Payment information. Please choose only **one** of the below options.

Paypal \_\_\_\_\_  
Provide Your PayPal Account Email Address

Digital Check \_\_\_\_\_  
Provide Your Primary Email Address<sup>1</sup>

\_\_\_\_\_  
<sup>1</sup> Claimants who elect to receive a digital check and who submit a Valid Claim will be contacted at the email address provided here with instructions for receiving the digital check.

#### 4. Details Concerning Eligibility

You must be able to check **all** of the following boxes in order to be eligible to receive a settlement payment. Check each box below that represents a true statement about your use of Google+.

I was a user of the consumer Google+ service while a resident of the United States at some point during the period from January 1, 2015 to April 2, 2019;

My Email address associated with my Google+ account was \_\_\_\_\_.

I entered private (meaning non-public) information in at least one of my Google+ profile fields that was not set to be shared publicly<sup>2</sup>; and

**Either** I shared that information with another Google+ user through the Google+ service **or** I authorized an app to access my Google+ profile field information.

#### 5. Verification

By signing below and submitting this claim form I hereby affirm under oath that: (1) I am 18 years of age or older; (2) I am the person identified above (or, if the person identified above is a minor, I am the parent or guardian of that person); and (3) the information provided in this Claim Form is, to the best of my knowledge, true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**THIS CLAIM FORM MUST BE SUBMITTED ON THE SETTLEMENT WEBSITE NO LATER THAN \_\_\_\_\_, 20\_\_, OR MAILED TO THE CLAIMS ADMINISTRATOR BY PREPAID, FIRST-CLASS MAIL POSTMARKED NO LATER THAN \_\_\_\_\_, 20\_\_ TO:**

**[ADDRESS]**

<sup>2</sup> The list of profile fields is available at [\[URL on settlement admin website\]](#).

# Exhibit B



### **Notice of Class Action Settlement**

You are not being sued. This notice affects your rights. Please read it carefully.

On \_\_\_\_\_, 20\_\_, the Honorable Edward J. Davila of the U.S. District Court for the Northern District of California, granted preliminary approval of this class action Settlement and directed the litigants to provide this notice about the Settlement. You have received this notice because Google's records indicate that you may be a Settlement Class Member, and you may be eligible to receive a payment from the Settlement. Please visit [www.GooglePlusDataLitigation.com](http://www.GooglePlusDataLitigation.com) for more information. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at \_:\_ [am/pm] on \_\_\_\_\_, 20\_\_ in San Jose Courthouse, Courtroom 4, 5th Floor located at 280 South 1st Street, San Jose, CA 95113. You are not required to attend the Final Approval Hearing, but you are welcome to do so at your own expense.

### **Summary of Litigation**

Google operated the Google+ social media platform for consumers from June 2011 to April 2019. In 2018, Google announced that the Google+ platform had experienced software bugs between 2015 and 2018, which allowed app developers to access certain Google+ profile field information in an unintended manner. Plaintiffs Matthew Matic, Zak Harris, Charles Olson, and Eileen M. Pinkowski thereafter filed this lawsuit asserting various legal claims on behalf of a putative class of Google+ users who were allegedly harmed by the software bugs ("Class"). Google denies Plaintiffs' allegations, denies any wrongdoing and any liability whatsoever, and believes that no Class Members, including the Plaintiffs, have sustained any damages or injuries due to the software bugs.

### **Summary of Settlement Terms**

**Settlement Fund:** Under the Settlement, Google will pay \$7.5 million which will be used to fund: (1) Class Member Settlement payments; (2) attorneys' fees not to exceed 25% of the Settlement Fund and costs and expenses not to exceed \$200,000.00; (3) four service awards to the Class Representatives in an amount not to exceed \$1,500 each for their services on behalf of the Settlement Class and for a general release of all claims they may have against Google; (4) administration fees and costs; and, if necessary, (5) cy pres distribution of any residual funds. No portion of the Settlement Fund can be returned to Google.

**Amount of Payments:** Class Members who submit a Valid Claim may receive a pro rata share of the Net Settlement Fund up to a cash payment of \$12.00 depending on the number of claimants. Each Class Member can submit only one claim. Any funds remaining in the Net Settlement Fund after distribution(s) to Class Members will be distributed to Cy Pres Recipients that have been selected by a neutral third party and approved by the Court.

**Method of Payment:** The payments above for Class Members who submit a Valid Claim will be made by Electronic Payment (Paypal or Digital Check).

## **Your Options Under the Settlement**

### **Option 1 - Submit a Claim Form to Be Eligible for a Cash Payment**

If you submit a Valid Claim by [date], you may receive a payment. You will also give up your rights to sue Google and/or any other released entities regarding the legal claims in this case.

### **Option 2 - Opt Out of the Settlement**

This is the only option that allows you to sue Google and/or other released parties on your own regarding the legal claims in this case. You will not receive a payment from the Settlement. The deadline for excluding yourself is [date].

### **Option 3 - File an Objection with the Court**

Write to the Settlement Administrator about why you do not like the Settlement. The deadline for objecting is [date]. These Objections will be shared with the Court. If you object to the Settlement, you will be bound by the Settlement's terms and will not be allowed to exclude yourself from the Settlement; you will lose the right to sue Google and/or any other released entities regarding the legal claims in this case.

### **Option 4 - Do Nothing**

If you do nothing, you will not receive any payment. You will be bound by the Settlement's terms and will lose the right to sue Google and/or any other released entities regarding the legal claims in this case.

## **Additional Information**

### **How do I know if I am part of the Settlement Class?**

The Settlement Class is defined as: "all persons within the United States who (a) had a consumer Google+ account for any period of time between January 1, 2015 and April 2, 2019, and (2) had their non-public Profile Information exposed as a result of the software bugs Google announced on October 8, 2018 and December 10, 2018. Excluded from the Settlement Class are (a) Google and its officers, directors, employees, subsidiaries, and Google Affiliates; (b) all judges and their staffs assigned to this case and any members of their immediate families; (c) the Parties' counsel in this litigation; and (d) any Excluded Class Member."

### **What are the terms of the Settlement?**

Under the Settlement, Google has agreed to create a Settlement Fund of \$7,500,000. This Settlement Fund will provide compensation to Settlement Class Members, pay for notice and administration costs, provide for any approved Service Awards to the Class Representatives who filed the case, and compensate the attorneys for any approved fee, cost, and expense awards. If the Settlement is finally approved, Settlement Class Members will be prevented from bringing any further claims against Google for any conduct relating to the software bugs affecting Google+ profile fields.

### **How will the Settlement Fund be distributed?**

The lawyers for the Settlement Class (“Class Counsel”) will ask the Court to approve the following payments from the Settlement Fund:

- The costs of providing notice and administration of the Settlement;
- Service Awards to each of the Class Representatives, not to exceed \$1,500 each, as compensation for their active participation in the case on behalf of the Settlement Class;
- Class Counsel’s compensation for the time and effort incurred litigating the case, which will not exceed 25% of the Settlement Fund, and costs and expenses they incurred not to exceed \$200,000.00;
- Payments to Settlement Class Members who file timely and Valid Claim Forms according to the Plan of Allocation outlined below; and
- Any residual funds remaining after payments to Settlement Class Members will be distributed to Approved Cy Pres Recipients as approved and directed by the Court.

More information regarding the Settlement, including the Settlement Agreement, can be found at the Settlement Website, [www.GooglePlusDataLitigation.com](http://www.GooglePlusDataLitigation.com).

### **How can I get a Settlement Payment?**

If you are a Settlement Class Member and would like to receive a Settlement Payment, you must submit a Claim Form no later than [date].

You may complete the Claim Form online at [www.GooglePlusDataLitigation.com](http://www.GooglePlusDataLitigation.com), or you may mail your Claim Form to the following address:

[address]

If you do not file a Claim Form, you will not receive a payment. Note that for each Valid Claim, the payment method will be the Electronic Payment method specified on the Claimant’s Claim Form.

### **How much will I receive from the Settlement?**

The Plan of Allocation provides for Settlement Payments to Claimants as follows: The Net Settlement Fund shall be allocated to Claimants on a pro rata basis up to an initial maximum distribution of US\$5.00 per Claimant. If there are insufficient funds to pay claimants \$5.00 based on the number of claimants, the payment to each claimant will be reduced pro ratably. If sufficient funds remain after calculation of the aggregate initial maximum distribution of US\$5.00 per Claimant, the allocation shall be recalculated on a pro rata basis up to a maximum distribution of up to US\$12.00 per Claimant. For clarity, the maximum Settlement Payment to be made to any single Claimant shall not exceed US\$12.00.

### **How do I get out of the Settlement?**

If you do not want to be part of the Settlement, you must submit an Opt-Out Form no later than [date]. You may obtain the Opt-Out Form at [www.GooglePlusDataLitigation.com](http://www.GooglePlusDataLitigation.com). Your completed Opt-Out Form may be submitted via e-mail to [address], or via postal mail to the following address: [address] If you opt-out of the Settlement, you will not be bound by the Settlement Agreement, you will not receive a Settlement Payment, and you will not be allowed to object to the Settlement.

**Do I have a lawyer in this case?**

Yes. The Court has appointed Class Counsel to represent you and other Settlement Class Members. In this case, Class Counsel are John A. Yanchunis, Ryan J. McGee, and Jonathan B. Cohen of the law firm Morgan & Morgan Complex Litigation Group; Clayeo C. Arnold and Joshua H. Watson of the law firm Clayeo C. Arnold Professional Law Corporation; and Ivy T. Ngo of the law firm Franklin D. Azar & Associates, P.C. You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one at your own expense.

**How will the lawyers be paid?**

The attorneys representing the Settlement Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys' fees from the Settlement Fund not to exceed \$1,875,000 which is 25% of the Settlement Fund, and reimbursement of costs and expenses in the approximate amount of \$200,000.

**How do I object to the Settlement?**

If you are a Settlement Class Member and do not opt out of the Settlement Class, you may object to any aspect of the Settlement. This includes commenting on the applications for Class Representative Service Awards or the award of attorneys' fees, costs, and expenses.

Your completed Objection must be submitted no later than [date] online at [www.GooglePlusDataLitigation.com](http://www.GooglePlusDataLitigation.com), or via postal mail to the following address:

[address]

Any Objection must be in writing and must:

- (a) Clearly identify the case name and number, *In re Google Plus Profile Litigation*, Case No. 5:18-cv-06164-EJD;
- (b) Include the full name, address, telephone number, and email address of the person objecting;
- (c) Include the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel);
- (d) State whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class, and also state with specificity the grounds for the Objection; and
- (e) Be verified by an accompanying declaration submitted under penalty of perjury or a sworn affidavit.

Settlement Class Members who fail to submit timely written Objections in the manner specified above will waive their right to object to any aspect of the Settlement.

**Do I need to attend the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. However, any Settlement Class Member who timely submits an Objection has the option to appear and request to be heard at the Final Fairness Hearing, either in person or through their counsel. If you choose to make an Objection through an attorney or have an attorney appear at the Final Fairness Hearing on your behalf, you will be solely responsible for paying that attorney's fees.

**How can I get more information?**

This Notice summarizes the Settlement. It does not describe all of its details. For the precise terms and conditions of the Settlement, please see the Settlement Agreement and related documents. Additional information about the Settlement, including a copy of the Settlement Agreement, may be obtained by:

- Visiting the Settlement Website at [www.Google](http://www.Google);
- Contacting the Settlement Administrator toll-free by phone at [phone] or by email at [email];
- Accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at [ecf.cand.uscourts.gov](http://ecf.cand.uscourts.gov); or
- Visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, 2nd Floor, San Jose, CA 95113, between 9:00 am and 4:00 pm, Monday through Friday, excluding Court holidays.

**Please do not telephone the Court or the Court Clerk's Office to inquire about the Settlement.**