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(formerly known as Facebook, Inc.)*

17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**
19 **SAN FRANCISCO DIVISION**

19 BRENDAN LUNDY, MYRIAH WATKINS,
20 ELIZABETH CHILDERS, MICHELLE
21 AGNITTI, ROBIN HODGE, and WILLIAM
JOLLY,

22 Plaintiffs,

23 v.

24 META PLATFORMS, INC.,

25 Defendant.

CASE NO. 3:18-cv-06793-JD

**AMENDED CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Hon. James Donato

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EXHIBIT LIST

Exhibit A	Proposed Preliminary Approval Order
Exhibit B	Settlement Administration Protocol & Notice Plan
Exhibit C	Summary Notice
Exhibit D	Class Notice
Exhibit E	Claim Form
Exhibit F	Potential <i>Cy Pres</i> Recipients

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1 **AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

2 This Amended Class Action Settlement Agreement and Release, including Exhibits A–F hereto
3 (“Settlement Agreement”), is made and entered into by, between, and among plaintiffs Brendan Lundy,
4 Myriah Watkins, Elizabeth Childers, Michelle Agnitti, and Robin Hodge (together, “Settlement Class
5 Representatives”), on behalf of themselves and the Settlement Class as defined below, and Defendant
6 Meta Platforms, Inc. (“Defendant”). Settlement Class Representatives, the Settlement Class, and
7 Defendant (collectively, the “Parties”) enter into this Settlement Agreement to effect a full and final
8 settlement and dismissal of *Lundy, et al. v. Meta Platforms, Inc.*, Case No. 18-cv-06793-JD (N.D. Cal.)
9 (the “Action”).

10 **I. RECITALS**

11 1. WHEREAS, on October 19, 2018, plaintiff Brett Heeger had filed a class action
12 complaint against Defendant in the United States District Court for the Northern District of California
13 asserting the following claims: alleged violations of CIPA; alleged violations of California’s
14 constitutional right to privacy; intrusion upon seclusion; alleged violations of the Stored
15 Communications Act (18 U.S.C. §§ 2701, *et seq.*); and alleged violations of the CLRA (*Heeger, et al.*
16 *v. Facebook, Inc.*, Case No. 18-cv-06399-JD, Dkt. 1);

17 2. WHEREAS, on November 8, 2018, plaintiffs Lundy and Watkins filed a class action
18 complaint against Defendant, Apple, Google, and its parent company, Alphabet, in the United States
19 District Court for the Northern District of California asserting claims that related to, *inter alia*, the
20 collection, storage, and use of users’ location information, on behalf of a putative nationwide class of
21 consumers (Dkt. 1);

22 3. WHEREAS, on August 16, 2019, plaintiffs Lundy and Watkins filed a motion to
23 voluntarily dismiss, without prejudice, their claims against Apple, Google, and Alphabet (Dkt. 72),
24 which was granted (Dkt. 77);

25 4. WHEREAS, on September 27, 2019, plaintiffs Lundy and Watkins filed a First
26 Amended Complaint against only Defendant, asserting claims for intrusion upon seclusion, violation
27 of California’s constitutional right to privacy, intentional misrepresentation and omission, and unjust
28 enrichment, and adding the following claims: deceit by concealment or omission, Cal. Civ. Code

1 §§ 1709, 1710; breach of contract; breach of the implied covenant of good faith and fair dealing; and
2 negligent misrepresentation (Dkt. 80);

3 5. WHEREAS, on November 8, 2019, the Court held that the *Lundy* case was related to
4 the *Heeger* case (*Heeger*, Dkt. 62), and the Action was reassigned to the Honorable Judge James
5 Donato (Dkt. 81);

6 6. WHEREAS, on December 27, 2019, Defendant's motion to dismiss the *Heeger*
7 complaint was denied under Rule 12(b)(1), but granted under Rules 8 and 12(b)(6) (*Heeger*, Dkt. 70),
8 after which, on February 10, 2020, plaintiff Heeger filed a First Amended Complaint that named
9 additional plaintiffs (Zach Henderson, Caleb Rappaport, and Elizabeth Pomiak), and that realleged
10 claims for violation of CIPA, California's constitutional right to privacy, and intrusion upon seclusion,
11 and added a claim for unjust enrichment (*Heeger*, Dkt. 74);

12 7. WHEREAS, on December 24, 2020, the Court issued an order resolving the motions to
13 dismiss both the *Heeger* and *Lundy* complaints, dismissing the *Heeger* complaint in its entirety, with
14 leave to amend, for lack of Article III standing, and dismissing the *Lundy* complaint, with leave to
15 amend, for failure to state a claim (Dkt. 130);

16 8. WHEREAS, on January 21, 2021, plaintiffs Lundy and Watkins filed the Second
17 Amended Complaint, which is the operative pleading in the Action, adding former *Heeger* plaintiff
18 Elizabeth Childers (formerly known as Elizabeth Pomiak) and Michelle Agnitti, Robin Hodge, and
19 William Jolly as plaintiffs (Dkt. 132); in this complaint, all plaintiffs alleged claims for breach of
20 contract, breach of the implied covenant of good faith and fair dealing, and unjust enrichment, and
21 plaintiffs Agnitti, Hodge, and Jolly also alleged claims for intentional misrepresentation and omission,
22 and deceit by concealment or omission under Cal. Civ. Code §§ 1709 & 1710 (*id.*);

23 9. WHEREAS, on September 30, 2021, the Court issued an order granting in part and
24 denying in part Defendant's motion to dismiss the *Lundy* Second Amended Complaint, dismissing the
25 claim for breach of the implied covenant of good faith and fair dealing, and allowing the other claims
26 to proceed (Dkt. 145);

27 10. WHEREAS, on May 6, 2022, plaintiff William Jolly moved to voluntarily dismiss his
28 claims with prejudice and stated he no longer wanted to serve as a class representative (Dkt. 169), and

1 on May 20, 2022, Defendant opposed dismissal prior to Mr. Jolly completing his previously noticed
2 deposition (Dkt. 171); this motion was not yet resolved when the parties reached a tentative settlement
3 agreement;

4 11. WHEREAS, the Parties engaged in extensive discovery, including the production of
5 over one hundred thousand pages of documents and other electronic discovery; dozens of informal
6 conferences and discussions; discovery motion practice; the exchange of hundreds of pages of written
7 discovery requests and responses; and fact depositions of four witnesses and one corporate
8 representative (with nine more pending prior to settlement);

9 12. WHEREAS, Settlement Class Representatives are seeking monetary relief relating to
10 Defendant's challenged practice of inferring location through IP addresses in connection with their
11 breach of contract and unjust enrichment claims, which the Court found were adequately pleaded in its
12 Order denying Defendant's motion to dismiss (Dkt. 145 at 2–3);

13 13. WHEREAS, Defendant has argued that obtaining classwide monetary relief would be
14 exceedingly difficult in this case, because, *inter alia*, certain Settlement Class Representatives changed
15 their Location Services setting throughout the class period, and others disclosed certain of their
16 locations on Facebook during the class period;

17 14. WHEREAS, on June 7, 2022, following substantial discovery, the Parties mediated their
18 dispute through an in-person mediation session with Randall W. Wulff;

19 15. WHEREAS, on August 22, 2022, Plaintiffs moved in this Action for preliminary
20 approval of a settlement agreement dated August 21, 2022 (Dkt. 178); on September 6, 2022,
21 Defendant filed a statement in support of preliminary approval (Dkt. 180); and on December 15, 2022,
22 the Court held a preliminary approval hearing during which the Court denied without prejudice the
23 motion for preliminary approval (Dkt. 182);

24 16. WHEREAS, after the preliminary approval hearing, the Parties negotiated certain
25 changes to the previously proposed settlement agreement, resulting in this Settlement Agreement;

26 17. WHEREAS, before entering into this Settlement Agreement, Settlement Class
27 Representatives, through their respective counsel, conducted a thorough examination, investigation,
28

1 and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential
2 claims to determine the strength of liability, potential remedies, and all defenses thereto;

3 18. WHEREAS, Settlement Class Representatives believe that their claims are meritorious
4 and that they would be successful at trial, but nevertheless agreed to resolve the Action on the terms
5 set forth in this Settlement Agreement solely to eliminate the uncertainties, burden, expense, and delay
6 of further protracted litigation;

7 19. WHEREAS, Defendant denies the allegations in the pleadings in these actions, denies
8 that it has engaged in any wrongdoing, denies that the Settlement Class Representatives' allegations
9 state valid claims, denies that Plaintiffs can maintain a class action for purposes of litigation, and
10 vigorously disputes that Settlement Class Representatives and the Settlement Class are entitled to any
11 relief, but Defendant nevertheless agreed to resolve the Action on the terms set forth in this Settlement
12 Agreement solely to eliminate the uncertainties, burden, expense, and delay of further protracted
13 litigation;

14 20. WHEREAS, Defendant has agreed to class action treatment of the claims alleged in this
15 Action solely for the purpose of compromising and settling those claims on a classwide basis as set
16 forth herein.

17 21. WHEREAS, the Parties intend for this Settlement Agreement fully and finally to
18 compromise, resolve, discharge, and settle the Released Claims, as defined and on the terms set forth
19 below, and to the full extent reflected herein, subject to approval of the Court; and

20 22. NOW THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND
21 AGREED, by the Settlement Class Representatives, for themselves and on behalf of the Settlement
22 Class, and by Defendant that, subject to the approval of the Court, the Action shall be settled,
23 compromised, and dismissed, on the merits and with prejudice, and the Released Claims shall be finally
24 and fully compromised, settled, and dismissed as to the Released Parties, in the manner and upon the
25 terms and conditions hereafter set forth in this Settlement Agreement.

26 **II. DEFINITIONS**

27 23. In addition to the terms defined elsewhere in the Settlement Agreement, the following
28 terms used in this Settlement Agreement shall have the meanings specified below.

1 24. “Action” means the class action lawsuit entitled *Brendan Lundy, et al. v. Meta Platforms*
2 *Inc.*, Case No. 18-cv-06793-JD, pending in the United States District Court for the Northern District
3 of California.

4 25. “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the
5 Court to Class Counsel to compensate Class Counsel for its fees, costs, and expenses in connection
6 with the Action and the Settlement, as described in Paragraphs 86-87.

7 26. “Claim Form” means the proof of claim and release form(s) substantially in the form
8 attached as Exhibit E.

9 27. “Claims Submission Deadline” means the date by which Claim Forms must be
10 postmarked or electronically submitted to be considered timely. The Claims Submission Deadline shall
11 be sixty (60) days after the Notice Date.

12 28. “Class Counsel” means Sabita J. Soneji of Tycko & Zavareei LLP and Barrett J. Vahle
13 of Stueve Siegel Hanson LLP, who have any and all authority and capacity necessary to execute this
14 Settlement Agreement and bind all of the Settlement Class Representatives who have not personally
15 signed this Settlement Agreement, as if each of those individuals had personally executed this
16 Settlement Agreement.

17 29. “Class Notice” means the Notice of Proposed Settlement of Class Action, substantially
18 in the form attached as Exhibit D.

19 30. “Class Period” means the time period of January 30, 2015 through April 18, 2018,
20 inclusive, as contained in the Settlement Class definition.

21 31. “Court” means the United States District Court for the Northern District of California.

22 32. “*Cy Pres* Recipients” means the entities listed in Exhibit F to the Settlement Agreement.

23 33. “Defense Counsel” means the law firm of Gibson, Dunn & Crutcher LLP and all of
24 Defendant’s attorneys of record in the Action.

25 34. “Effective Date” means seven (7) days after which both of the following events have
26 occurred: (1) the Final Approval Order and Final Judgment have been entered and (2) the Final
27 Approval Order and Final Judgment have become Final.

28

1 35. “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal, motion
2 for reconsideration, reargument and/or rehearing, or petition for writ of certiorari has been filed, the
3 time has expired to file such an appeal, motion, and/or petition; or (2) if an appeal, motion for
4 reconsideration, reargument and/or rehearing, or petition for a writ of certiorari has been filed, the
5 judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, and/or
6 petition has been denied or dismissed with no further right of review. Any proceeding or order, or any
7 appeal or petition for a writ of certiorari pertaining solely to any application for attorneys’ fees or
8 expenses will not in any way delay or preclude the judgment from becoming Final.

9 36. “Final Approval Hearing” means the hearing that is to take place after the entry of the
10 Preliminary Approval Order and after the Notice Date for purposes of: (a) entering a Final Approval
11 Order and Final Judgment and dismissing the Action with prejudice; (b) determining whether the
12 Settlement should be approved as fair, reasonable, and adequate; (c) ruling upon an application for a
13 Service Award by the Settlement Class Representatives; (d) ruling upon an application by Class
14 Counsel for an Attorneys’ Fees and Expenses Award; and (e) entering any final order providing for an
15 Attorneys’ Fees and Expenses Award and Service Award. The Parties shall request that the Court
16 schedule the Final Approval Hearing for a date that is in compliance with the provisions of 28 U.S.C.
17 § 1715(d).

18 37. “Final Approval Motion Deadline” means the date by which Class Counsel shall file the
19 motion seeking final approval of the Settlement. The Final Approval Motion Deadline shall be 30 days
20 after the Claims Submission Deadline, such date being subject to approval or modification by the Court.

21 38. “Final Approval Order and Final Judgment” means the order finally approving the terms
22 of this Settlement Agreement and a separate judgment to be entered by the Court, pursuant to Federal
23 Rule of Civil Procedure 58(a), dismissing the Action with prejudice.

24 39. “Meta” or “Defendant” means Meta Platforms, Inc., formerly known as Facebook, Inc.,
25 as well as all of Meta’s current and former directors, officers, members, administrators, agents, insurers,
26 beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents,
27 subsidiaries, divisions, branches, units, shareholders, investors, successors, predecessors, and assigns,
28 and all other individuals and entities acting on Meta’s behalf.

1 40. “Notice Date” means the first date upon which the Class Notice is disseminated.

2 41. “Objection Deadline” means the date identified in the Preliminary Approval Order and
3 Class Notice by which a Settlement Class Member must serve written objections, if any, to the
4 Settlement in accordance with Paragraphs 108–110 of this Settlement Agreement in order to qualify
5 them to be able to object to the Settlement. The Objection Deadline shall be sixty (60) days after the
6 Notice Date, such date being subject to approval or modification by the Court.

7 42. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and
8 Class Notice by which a Request to Opt-Out must be filed in writing with the Settlement Administrator
9 in accordance with Paragraphs 102-104 of this Settlement Agreement in order for a potential Settlement
10 Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be sixty (60)
11 days after the Notice Date, such date being subject to approval or modification by the Court.

12 43. “Preliminary Approval Order” means the order preliminarily approving the Settlement,
13 providing for notice to the Settlement Class, and other related matters, without material variation from,
14 Exhibit A.

15 44. “Releases,” “Released Parties,” “Releasing Parties,” and “Released Claims” shall have
16 the meanings as set forth in Section VI of the Settlement Agreement.

17 45. “Request to Opt-Out” means a written request from a potential Settlement Class
18 Member that seeks to opt out of the potential Settlement Class Member from the Settlement Class and
19 complies with all requirements in Paragraphs 102-104 of this Settlement Agreement.

20 46. “Service Award(s)” means the incentive/service awards for the Settlement Class
21 Representatives as approved by the Court, as set forth in Paragraph 88.

22 47. “Settlement” means the settlement embodied in this agreement, including all attached
23 Exhibits (which are an integral part of this agreement and are incorporated in their entirety by
24 reference).

25 48. “Settlement Administrator” means the firm Angeion Group, 1650 Arch Street, Suite
26 2210, Philadelphia, PA 19103, which shall provide settlement notice and administration services
27 pursuant to the terms of the Settlement Agreement.

28

1 49. “Settlement Class” includes “All natural persons residing in the United States who used
2 Facebook between January 30, 2015 and April 18, 2018, inclusive, and whose iOS or Android Location
3 Services setting for the Facebook application was turned off at any point during that period, but whose
4 location information was inferred by Facebook via the user’s IP Addresses.” The estimated average
5 number of daily active users of the Facebook application in the United States with Location Services
6 disabled on any given day during the class period is approximately 70 million. Meta does not track
7 that specific metric, but this estimate is based on the best available data and is a reasonable estimate of
8 the class size, as explained in the Declaration of Walter Han filed with the Court. Excluded from the
9 Settlement Class are (i) all persons who are directors, officers, and agents of Defendant or its
10 subsidiaries and affiliated companies or are designated by Defendant as employees of Defendant or its
11 subsidiaries and affiliated companies; (ii) the Court, the Court’s immediate family, and Court staff, as
12 well as any appellate court to which this matter is ever assigned, and its immediate family and staff;
13 and (iii) eligible persons who elect to opt out of the Settlement Class as provided in Paragraphs 102-
14 107.

15 50. “Settlement Class Member(s)” means any and all persons who fall within the definition
16 of the Settlement Class.

17 51. “Settlement Class Representatives” means plaintiffs Brendan Lundy, Myriah Watkins,
18 Elizabeth Childers, Michelle Agnitti, and Robin Hodge.

19 52. “Settlement Fund” means the non-reversionary cash fund of thirty-seven million, five
20 hundred thousand dollars (\$37,500,000), which represents the full amount to be deposited by Defendant
21 into the Escrow Account, as that term is defined in Paragraph 70, in accordance with the terms of this
22 Settlement Agreement, plus all interest earned thereon.

23 53. “Settlement Website” means an Internet website that the Settlement Administrator shall
24 establish to inform the Settlement Class of the terms of this Settlement, their rights, dates, deadlines,
25 and related information.

26 54. “Summary Notice” means the Summary Notice of Settlement, substantially in the form
27 attached as Exhibit C.

28

1 **III. SETTLEMENT CLASS CERTIFICATION**

2 55. For purposes of settlement only, the Parties agree to seek provisional certification of the
3 Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3).

4 56. The Parties further agree that the Court should make preliminary findings and enter the
5 Preliminary Approval Order granting provisional certification of the Settlement Class subject to the
6 final findings and approval in the Final Approval Order and Final Judgment, and appointing the
7 Settlement Class Representatives as the representatives of the Settlement Class and Class Counsel as
8 counsel for the Settlement Class.

9 57. For purposes of the provisional certification, the Settlement Class shall be defined as
10 follows:

11 All natural persons residing in the United States who used Facebook
12 between January 30, 2015 and April 18, 2018, inclusive, and whose iOS or
13 Android Location Services setting for the Facebook application was turned
14 off at any point during that period, but whose location information was
inferred by Facebook via the user's IP Addresses.

15 58. Excluded from the Settlement Class are (i) all persons who are directors, officers, and
16 agents of Defendant or its subsidiaries and affiliated companies or are designated by Defendant as
17 employees of Defendant or its subsidiaries and affiliated companies; (ii) the Court, the Court's
18 immediate family, and Court staff, as well as any appellate court to which this matter is ever assigned,
19 and its immediate family and staff; and (iii) eligible persons who elect to opt out of the Settlement
20 Class as provided in Paragraphs 102-107.

21 59. Defendant does not consent to certification of the Settlement Class (or to the propriety
22 of class treatment) for any purpose other than to effectuate the settlement of this Action. Defendant's
23 agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability,
24 or damage of any kind to the Settlement Class Representatives or any of the provisional Settlement
25 Class Members.

26 60. If this Settlement Agreement is terminated pursuant to its terms, disapproved by any
27 court (including any appellate court), and/or not consummated for any reason, or the Effective Date for
28 any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the

1 Settlement, and all preliminary and/or final findings regarding that class certification order, shall be
2 automatically vacated upon notice of the same to the Court, the Action shall proceed as though the
3 Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had
4 never been made, and the Action shall return to the procedural posture on June 23, 2022, in accordance
5 with this Paragraph. No Party nor counsel shall refer to or invoke the vacated findings and/or order
6 relating to class settlement or Rule 23 of the Federal Rules of Civil Procedure if this Settlement
7 Agreement is not consummated and the Action is later litigated and contested by Defendant under Rule
8 23 of the Federal Rules of Civil Procedure.

9 **IV. SETTLEMENT CONSIDERATION**

10 61. In consideration for the dismissal of the Action with prejudice and the Releases provided
11 in this Settlement Agreement, Defendant agrees to pay the sum of thirty-seven million, five hundred
12 thousand Dollars (\$37,500,000) to create a non-reversionary Settlement Fund for the benefit of
13 Settlement Class Members pursuant to this Settlement Agreement. Within twenty-one (21) calendar
14 days after the entry of the Preliminary Approval Order, Defendant shall pay a sum to be determined
15 and sufficient to effectuate the Notice Plan to the Settlement Administrator for the notice and
16 administration expenses (“Initial Deposit”) that will be incurred to provide notice to the Settlement
17 Class Members. This amount will be credited towards the amount Defendant must pay into the
18 Settlement Fund. This deadline may be extended by mutual consent of the Parties.

19 62. All valid claims paid to Settlement Class Members, *cy pres* payments approved by the
20 Court, costs of notice and administration, Service Awards to the Settlement Class Representatives
21 approved by the Court, and the Attorneys’ Fees and Expenses Award (in the amount determined by the
22 Court), shall be paid from the Settlement Fund. The Parties agree that Defendant’s payment of the
23 Settlement Fund shall be the full extent of Defendant’s payment obligation under this Settlement
24 Agreement. In no event shall Defendant be liable for payment of any costs, expenses, or claims beyond
25 its Initial Deposit, any Periodic Payment(s), and payment of the Settlement Fund into the Escrow
26 Account.

27 63. The total amount distributed to the Settlement Class Members, or in the alternative to
28 *Cy Pres* Recipients as approved by the Court, shall be the Settlement Fund, less the cost of settlement

1 notice and administration, Attorneys' Fees and Expenses Award, and Service Awards (the "Net
2 Settlement Fund"). The entire Net Settlement Fund will be distributed to Settlement Class Members
3 who submit valid claims or, in the event the Court determines such distribution to Settlement Class
4 Members is not economically or administratively feasible, to *Cy Pres* Recipients as approved by the
5 Court and as contemplated in Paragraph 64 of this Settlement Agreement. If the Net Settlement Fund
6 is distributed to Settlement Class Members, each Settlement Class Member who submits a valid claim
7 shall be provided with an equal *pro rata* share of the Net Settlement Fund. The actual amount provided
8 to each Settlement Class Member who submits a valid claim may be increased or decreased on a *pro*
9 *rata* basis based on the size of the Net Settlement Fund and the number of Settlement Class Members
10 who submit valid claims. Accordingly, the actual amount recovered by each Settlement Class Member
11 who submits a valid claim may not be determined until after the Effective Date.

12 64. The Parties intend to distribute the Net Settlement Fund to Settlement Class Members
13 who timely file valid claims. However, the Parties recognize that the Court will approve distribution
14 to the Settlement Class Members only if the Court, in its sole discretion, determines such a distribution
15 is economically and administratively feasible based on the number of valid claims submitted and the
16 *pro rata* share that will be distributed to each Settlement Class Member.

17 a. In the event the Court determines that a *pro rata* distribution to Settlement Class
18 Members is not economically or administratively feasible, the Parties agree that the entire Net
19 Settlement Fund may be distributed to the *Cy Pres* Recipients.

20 b. In the event the Court determines that a *pro rata* distribution to Settlement Class
21 Members would result in an unreasonable windfall to Settlement Class Members who submitted
22 valid claims, the Parties agree that the Net Settlement Fund may be distributed on a *pro rata*
23 basis to Settlement Class Members who submitted valid claims, up to a certain value, with the
24 remainder of the Net Settlement Fund distributed to the *Cy Pres* Recipients.

25 c. Thus, in the Final Approval Order and Final Judgment, the Court may in its
26 discretion either (i) order the Settlement Administrator to distribute the Net Settlement Fund to
27 Settlement Class Members who timely filed valid claims on a *pro rata* basis; (ii) order that
28 distribution of the Net Settlement Fund to Settlement Class Members is not economically or

1 administratively feasible and order the Settlement Administrator to distribute the entire Net
2 Settlement Fund to the *Cy Pres* Recipients; or (iii) order the Settlement Administrator to
3 distribute the Net Settlement Fund to Settlement Class Members who timely filed valid claims
4 on a *pro rata* basis up to a certain threshold, with all remaining funds distributed to the *Cy Pres*
5 Recipients. If the Court, in its Final Approval Order and Final Judgment, does not address the
6 disposition of the Net Settlement Fund under this Paragraph, the Settlement Administrator shall
7 distribute the Net Settlement Fund to Settlement Class Members who timely filed valid claims.

8 65. Settlement Class Members who receive a physical check shall have ninety (90) calendar
9 days within which to cash the issued check. Any funds from checks not cashed within that ninety (90)
10 calendar day period or funds from checks returned as undeliverable shall be returned to the Net
11 Settlement Fund. Additionally, if a Settlement Class Member who elects payment by ACH or other
12 electronic means fails to provide sufficient or correct information to permit payment, the amount of
13 that failed payment shall revert to the Net Settlement Fund.

14 66. If, after the process outlined above in this section is completed, there are unclaimed
15 monies remaining in the Net Settlement Fund the Parties shall confer and present a proposal for
16 treatment of the remaining funds to the Court. In no event shall any such remaining funds revert to the
17 Defendant, be paid to Class Counsel or any other attorney for any Settlement Class Members, or be
18 added to any Service Awards.

19 67. Subject to Court approval, any *cy pres* distributions shall be allocated to the *Cy Pres*
20 Recipients according to the percentages listed in Exhibit F, or as otherwise ordered by the Court. The
21 Parties will confer if the Court does not approve the *Cy Pres* Recipients.

22 68. In the event that the entire Net Settlement Fund is to be distributed to the *Cy Pres*
23 Recipients under the terms of this Settlement Agreement or as ordered by the Court, the Settlement
24 Administrator shall distribute such proceeds to the *Cy Pres* Recipients between thirty (30) and forty-
25 five (45) calendar days after the Effective Date. In the event that a remainder of the Net Settlement
26 Fund is to be distributed to the *Cy Pres* Recipients under the terms of this Settlement Agreement or as
27 ordered by the Court, any proceeds from the Net Settlement Fund that will be distributed to the *Cy Pres*
28 Recipients shall be distributed by the Settlement Administrator to the *Cy Pres* Recipients between thirty

1 (30) and forty-five (45) calendar days after the deadline for Class Members to cash the settlement
2 checks pursuant to Paragraph 65.

3 69. Following entry of the Preliminary Approval Order, and after payment of the Initial
4 Deposit, Defendant shall, if necessary, pay subsequent amounts invoiced by the Settlement
5 Administrator for notice and administration expenses and approved by Class Counsel (the “Periodic
6 Payment(s)”) within thirty (30) calendar days after the submission of an invoice by the Settlement
7 Administrator. This amount will be credited towards the amount Defendant must pay into the
8 Settlement Fund. This deadline may be extended by mutual consent of the Parties. Notwithstanding
9 the foregoing: (i) in no event shall Defendant be obligated to pay more than \$37,500,000, which
10 reflects its total liability, including to the Settlement Fund and for the Initial Deposit and any Periodic
11 Payment(s); and (ii) in no event shall the Settlement Administrator disseminate notice in any manner
12 materially different from that set forth in the Notice Plan, attached hereto as Exhibit B, unless the
13 Parties agree in writing to authorize such forms of notice.

14 70. No later than twenty-one (21) calendar days after the Effective Date, Defendant shall
15 pay an amount equal to the Settlement Fund less the sum of the Initial Deposit and any Periodic
16 Payment(s) into an escrow account (the “Escrow Account”) to be administered by the Settlement
17 Administrator pursuant to the terms of this Settlement Agreement.

18 **V. SUBMISSION OF SETTLEMENT AGREEMENT TO COURT FOR REVIEW AND**
19 **APPROVAL**

20 71. Solely for purposes of implementing this Settlement Agreement and effectuating the
21 proposed Settlement, the Parties agree and stipulate that Class Counsel shall submit to the Court a
22 motion for preliminary approval of the Settlement together with the Preliminary Approval Order
23 (Exhibit A).

- 24 72. Among other things, Class Counsel will seek a Preliminary Approval Order that shall:
- 25 a. Approve the Class Notice, substantially in the form set forth at Exhibits C-D;
 - 26 b. Find that the requirements for provisional certification of the Settlement Class
27 have been satisfied, appoint the Settlement Class Representatives as the
28 representatives of the provisional Settlement Class and Class Counsel as counsel

1 for the provisional Settlement Class, and preliminarily approve the Settlement as
2 being within the range of reasonableness such that the Class Notice should be
3 provided pursuant to this Settlement Agreement;

4 c. Find that the CAFA notice sent by Defendant complies with 28 U.S.C. § 1715
5 and all other provisions of the Class Action Fairness Act of 2005;

6 d. Determine that the Notice Plan, as set forth in this Settlement Agreement,
7 complies with all legal requirements, including but not limited to the Due Process
8 Clause of the United States Constitution;

9 e. Appoint the Settlement Administrator;

10 f. Direct that Class Notice shall be given to the Class as provided in Paragraphs 90-
11 99 of this Settlement Agreement;

12 g. Provide that Settlement Class Members will have until the Claims Submission
13 Deadline to submit Claim Forms;

14 h. Provide that any objections by any Settlement Class Member to the certification
15 of the Settlement Class and the proposed Settlement contained in this Settlement
16 Agreement, and/or the entry of the Final Approval Order and Final Judgment,
17 shall be heard and any papers submitted in support of said objections shall be
18 considered by the Court at the Final Approval Hearing only if, on or before the
19 Objection Deadline, such objector files with the Court a written objection and
20 notice of the objector's intention to appear, and otherwise complies with the
21 requirements in Paragraphs 108-110 of this Settlement Agreement;

22 i. Establish dates by which the Parties shall file and serve all papers in support of
23 the application for final approval of the Settlement and/or in response to any valid
24 and timely objections;

25 j. Schedule the Final Approval Hearing on a date ordered by the Court, to be
26 provided in the Preliminary Approval Order, and in compliance with applicable
27 law, to determine whether the Settlement should be approved as fair, reasonable,
28 and adequate, and to determine whether a Final Approval Order and Final

1 Judgment should be entered dismissing the Action with prejudice except as to
2 such Settlement Class Members who timely file valid written Requests to Opt-
3 Out in accordance with this Settlement Agreement and the Class Notice;

4 k. Provide that all Settlement Class Members will be bound by the Final Approval
5 Order and Final Judgment dismissing the Action with prejudice, except
6 Settlement Class Members who timely file valid written Requests to Opt-Out in
7 accordance with this Settlement Agreement and the Class Notice; and

8 l. Pending the Final Approval Hearing, stay all proceedings in the Action, other
9 than the proceedings necessary to carry out or enforce the terms and conditions
10 of this Settlement Agreement and Preliminary Approval Order.

11 73. Following the entry of the Preliminary Approval Order, the Class Notice shall be given
12 and published in the manner set forth in Section VIII of the Settlement Agreement and approved by the
13 Court.

14 74. By the Final Approval Motion Deadline, Class Counsel shall file a motion seeking final
15 approval of the Settlement. Unless otherwise agreed by the parties, Class Counsel shall request entry
16 of a Final Approval Order and Final Judgment that shall, among other things:

17 a. Find that the Court has personal jurisdiction over all Settlement Class Members,
18 that the Court has subject matter jurisdiction over the claims asserted in the
19 Action, and that the venue is proper;

20 b. Finally approve this Settlement Agreement and the Settlement pursuant to Rule
21 23 of the Federal Rules of Civil Procedure;

22 c. Certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) for
23 purposes of settlement only;

24 d. Find that the Class Notice complied with all laws, including, but not limited to,
25 the Due Process Clause of the United States Constitution;

26 e. Incorporate the Releases set forth in this Settlement Agreement and make the
27 Releases effective as of the Effective Date;

28 f. Authorize the Parties to implement the terms of the Settlement;

- 1 g. Dismiss the Action with prejudice and enter a separate judgment pursuant to
2 Rule 58 of the Federal Rules of Civil Procedure; and
- 3 h. Determine that the Settlement Agreement and the Settlement provided for
4 herein, and any proceedings taken pursuant thereto, are not, and should not in
5 any event be offered, received, or construed as evidence of, a presumption,
6 concession, or an admission by any Party of liability or nonliability or of the
7 certifiability or non-certifiability of a litigation class, or of any misrepresentation
8 or omission in any statement or written document approved or made by any
9 Party; provided, however, that reference may be made to this Settlement
10 Agreement and the Settlement provided for herein in such proceedings as may
11 be necessary to effectuate the provisions of this Settlement Agreement, as
12 further set forth in this Settlement Agreement.
- 13 i. Retain jurisdiction relating to the administration, consummation, enforcement,
14 and interpretation of this Settlement Agreement, the Final Approval Order and
15 Final Judgment, any final order approving the Attorneys' Fees and Expenses
16 Award and Service Awards, and for any other necessary purpose.

17 75. The Parties agree that the Notice Plan contemplated by this Settlement Agreement is
18 valid and effective, that if effectuated, it would provide reasonable notice to the Class, and that it
19 represents the best practicable notice under the circumstances.

20 **VI. RELEASES AND DISMISSAL OF ACTION**

21 76. "Releases" mean the releases and waivers set forth in this Settlement Agreement and in
22 the Final Approval Order and Final Judgment.

23 77. "Released Parties" means Meta and as well as all of Meta's current and former directors,
24 officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans,
25 representatives, servants, employees, attorneys, parents, subsidiaries, divisions, branches, units,
26 shareholders, investors, successors, predecessors, and assigns, and all other individuals and entities
27 acting on Meta's behalf.

1 78. Upon the Effective Date of the Settlement Agreement, the Settlement Class
2 Representatives and all Settlement Class Members (and each of their heirs, estates, trustees, principals,
3 beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners,
4 successors, predecessors-in-interest, and assigns and/or anyone claiming through them or acting or
5 purporting to act for them or on their behalf) (“Releasing Parties”) shall be deemed to have, and by
6 operation of the Final Approval Order and Final Judgment in this Action shall have, fully, finally and
7 forever released, relinquished, and discharged any and all claims, demands, rights, damages,
8 arbitrations, liabilities, obligations, suits, debts, liens, and causes of action pursuant to any theory of
9 recovery (including, but not limited to, those based in contract or tort, common law or equity, federal,
10 state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever,
11 ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown
12 claims as of the Notice Date by all of the Releasing Parties that result from, arise out of, are based on,
13 or relate to the practices and claims that were alleged in the Action (“Released Claims”) against the
14 Released Parties.

15 79. The Released Claims shall be construed as broadly as possible to effect complete finality
16 over this Action involving claims that result from, arise out of, are based on, or relate to the practices
17 and claims that were alleged in the Action. The scope of the Released Claims is a material part of the
18 Settlement for Defendant.

19 80. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the
20 Final Approval Order and Final Judgment shall have fully, finally, and forever released, relinquished,
21 and discharged any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits,
22 debts, liens, and causes of action pursuant to any theory of recovery (including, but not limited to, those
23 based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or
24 regulation) against the Releasing Parties that result from, arise out of, are based on, or relate to the
25 practices and claims that were alleged in the Action (“Plaintiff Released Claims”). This Release does
26 not limit Defendant’s right to terminate any accounts of Plaintiffs that violate Defendant’s applicable
27 policies or terms of service. Nothing in this Settlement Agreement is intended to alter the standard
28 terms and conditions for the use of Defendant’s products or services by its users, or Defendant’s

1 enforcement of the standard terms and conditions for the use of its products or services. To the extent
2 any conflict exists between the terms and conditions of this Settlement Agreement and the Defendant's
3 standard terms and conditions, the terms and conditions of the Settlement Agreement shall control.

4 81. Individuals who have opted out of the Settlement by the Opt-Out Deadline do not release
5 their claims and will not obtain any benefits of the Settlement.

6 82. After entering into this Settlement Agreement, the Parties may discover facts other than,
7 different from, or in addition to, those that they know or believe to be true with respect to the claims
8 released by this Settlement Agreement. The Released Claims and the Plaintiff Released Claims include
9 known and unknown claims relating to the Action, and this Settlement Agreement is expressly intended
10 to cover and include all such injuries or damages, including all rights of action thereunder. The Parties
11 hereby expressly, knowingly, and voluntarily waive any and all provisions, rights, and benefits
12 conferred by California Civil Code Section 1542 and any statute, rule, and legal doctrine similar,
13 comparable, or equivalent to California Civil Code Section 1542, which provides as follows:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
15 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
16 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
17 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
18 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
19 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

20 83. In connection with such waiver and relinquishment, the Parties hereby acknowledge
21 that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or
22 different from those that they now know or believe exist with respect to the Released Claims and the
23 Plaintiff Released Claims, but that it is their intention to hereby fully, finally, and forever settle and
24 release all of the Released Claims and the Plaintiff Released Claims known or unknown, suspected or
25 unsuspected, that they have against the Released Parties.

26 84. In furtherance of such intention, the Release herein given to the Released Parties shall
27 be and remain in effect as a full and complete general release of the Released Claims notwithstanding
28 the discovery or existence of any such additional different claims or facts. Each of the Parties expressly
acknowledges that he/she/it has been advised by his/her/its attorney of the contents and effect of Section
1542, and with knowledge, each of the Parties hereby expressly waives whatever benefits he/she/it may

1 have had pursuant to such section. The Settlement Class Representatives acknowledge, and the
2 Settlement Class Members shall be deemed by operation of the Final Approval Order and Final
3 Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material
4 element of the Settlement of which this Release is a part.

5 85. Upon the Effective Date: (a) the Settlement Agreement shall be the exclusive remedy
6 for any and all Released Claims of Settlement Class Representatives and Settlement Class Members;
7 and (b) Settlement Class Representatives and Settlement Class Members stipulate to be and shall be
8 permanently barred by Court order from initiating, asserting, or prosecuting against the Released
9 Parties in any federal or state court or tribunal any and all Released Claims.

10 **VII. MOTION FOR ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS**

11 86. Class Counsel may apply to the Court for an award of reasonable attorneys' fees
12 expressed as a percentage of the value conferred on the Settlement Class of no more than 30% of the
13 Settlement Fund, and for reimbursement of costs and expenses incurred in the case to be paid from the
14 Settlement Fund. Defendant expressly reserves the right to oppose the application seeking an
15 Attorneys' Fees and Expenses Award for any reason, at its discretion. Defendant agrees to pay the
16 amount of fees and costs determined by the Court, which will be paid from the Settlement Fund.

17 87. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys' Fees
18 and Expenses Award amongst Class Counsel and any other attorneys. Defendant shall have no liability
19 or other responsibility for allocation of any such Attorneys' Fees and Expenses Award. The amount
20 ordered by the Court shall be the sole monetary obligation for attorneys' fees and expenses to be paid
21 by Defendant pursuant to this Settlement Agreement.

22 88. The Parties agree that Class Counsel may apply on behalf of the Settlement Class
23 Representatives to the Court for a Service Award to each of them not to exceed \$5,000, for their
24 services as Settlement Class Representatives, to be paid from the Settlement Fund. The Parties agree
25 that the decision whether or not to award any such payment, and the amount of that payment, rests in
26 the exclusive discretion of the Court.

27 89. The settlement was reached as the result of a mediation conducted before third-party
28 neutral, Randall Wulff. The Parties did not discuss service award payments or attorneys' fees and

1 expenses while negotiating the material terms of the Settlement Agreement, and they have made no
2 agreements in connection with the Settlement Class Representatives' requests for service award
3 payments or Class Counsel's attorneys' fees and expenses.

4 **VIII. NOTICE AND SETTLEMENT ADMINISTRATION**

5 90. The Settlement Administrator's fees and costs, including the costs of notice, will be paid
6 from the Settlement Fund as described in Paragraphs 61-70.

7 91. The Settlement Administrator will execute a confidentiality and non-disclosure
8 agreement with Defendant and Class Counsel and will take all reasonable steps to ensure that any
9 information provided to it by Settlement Class Members will be used solely for the purpose of effecting
10 this Settlement.

11 92. In fulfilling its responsibilities in providing notice to the Settlement Class Members, the
12 Settlement Administrator shall be responsible for, without limitation, consulting on and designing the
13 notice to the Settlement Class via various forms of media, including implementing the publication-
14 based notice program set forth in the Notice Plan. The Parties shall confer on the form and content of
15 the notice contemplated in the Notice Plan, which must be substantially consistent with the Notice of
16 Proposed Settlement of Class Action attached as Exhibit D. The Parties reserve the right to approve
17 the proposed Notice Plan by the Settlement Administrator prior to submitting the Notice Plan to the
18 Court for approval.

19 93. A copy of this Settlement Agreement and exhibits hereto, the motion for preliminary
20 approval, Attorneys' Fees and Expenses Award, Final Approval, and related papers, and Court orders
21 pertaining to the Settlement, shall be posted once available for download on the Settlement Website
22 maintained by the Settlement Administrator. The information shall remain available on the Settlement
23 Website until after the Effective Date and distribution of all settlement benefits.

24 94. Settlement Class Members who wish to receive a cash payment will be required to
25 submit a Claim Form. The Claim Form shall, among other things, require the Settlement Class Member
26 to certify, under penalty of perjury, that (a) they had Location Services disabled on their iOS or
27 Android-based device(s) as to the Facebook application at any point in time between January 30, 2015
28 and April 18, 2018, inclusive; and (b) they accessed Facebook while Location Services was disabled.

1 The Claim Forms shall be submitted to the Settlement Administrator via U.S. mail or electronically
2 through the Settlement Website. To be valid, Claim Forms must be received by the Settlement
3 Administrator by the Claims Submission Deadline.

4 95. The Class Notice shall set forth the procedure detailed in Section IX of the Settlement
5 Agreement *supra* whereby members of the Settlement Class may exclude themselves from the
6 Settlement by submitting a Request to Opt-Out to the Settlement Administrator. Requests to Opt-Out
7 must be submitted by the Opt-Out Deadline. Any member of the Settlement Class who does not timely
8 and validly Request to Opt-Out shall be bound by the terms of this Settlement. As soon as practicable
9 after the Opt-Out Deadline, the Settlement Administrator shall provide the Court with a list of the
10 individuals who timely and validly requested to opt-out from the Settlement. Any member of the
11 Settlement Class who submits a timely Request to Opt-Out may not file an objection to the Settlement
12 and shall be deemed to have waived any and all rights and benefits under this Settlement.

13 96. The Class Notice shall set forth the procedure detailed in Section X of the Agreement
14 *supra* whereby Settlement Class Members may object to the Settlement. Objections shall be filed with
15 the Court and served on Class Counsel and Defense Counsel by the Objection Deadline.

16 97. The Settlement Administrator shall determine whether a submitted Claim Form meets
17 the requirements set forth in this Settlement Agreement. Each Claim Form shall be submitted to and
18 reviewed by the Settlement Administrator, who shall determine whether each claim shall be allowed.
19 The Settlement Administrator shall use best practices and all reasonable efforts and means to identify
20 and reject duplicate and/or fraudulent claims, including, without limitation, indexing all payments
21 provided to the Settlement Class Members.

22 98. Claim Forms that do not meet the requirements set forth in this Settlement and/or in the
23 Claim Form instructions shall be rejected. Where a good faith basis exists, the Settlement
24 Administrator may reject a Claim Form for, among other reasons, the following: (a) the Claim Form
25 is not fully complete and/or signed; (b) the Claim Form is illegible; (c) the Claim Form is fraudulent;
26 (d) the Claim Form is duplicative of another Claim Form; (e) the person submitting the Claim Form is
27 not a Settlement Class Member; (f) the person submitting the Claim Form requests that payment be
28 made to a person or entity other than the Settlement Class Member for whom the Claim Form is

1 submitted; (g) the Claim Form is not timely submitted; or (h) the Claim Form otherwise does not meet
2 the requirements of this Settlement Agreement. Claim Forms that do not meet the terms and conditions
3 of this Settlement shall be promptly rejected by the Settlement Administrator. The Settlement
4 Administrator shall have thirty (30) days from the Claims Submission Deadline to exercise the right of
5 rejection. The Settlement Administrator shall notify the claimant of the rejection using the contact
6 information provided in the Claim Form. Class Counsel and Defense Counsel shall be provided with
7 copies of all such notifications of rejection, provided that the copies do not contain the name, email
8 address, mailing address, or other personal identifying information of the claimant. If any claimant
9 whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the claimant
10 must, within ten (10) days from receipt of the rejection, transmit to the Settlement Administrator by
11 email or U.S. mail a notice and statement of reasons indicating the claimant's grounds for contesting
12 the rejection, along with any supporting documentation, and requesting further review by the
13 Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of
14 the claim. If Class Counsel and Defense Counsel cannot agree on a resolution of the claimant's notice
15 contesting the rejection, the decision of the Settlement Administrator shall be final. No person shall
16 have any claim against Defendant, Defense Counsel, Settlement Class Representatives, Class Counsel,
17 and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards
18 made in accordance with this Settlement.

19 99. The Settlement Administrator will provide information as agreed between Class
20 Counsel and the Settlement Administrator, including weekly reports on the submissions of claims,
21 objections, and Requests to Opt-Out.

22 100. As soon as reasonably possible after the Claims Submission Deadline, but no later than
23 fifteen (15) days from the Claims Submission Deadline, the Settlement Administrator shall provide
24 Class Counsel and Defense Counsel with a spreadsheet that contains information sufficient to
25 determine: (a) the number of Settlement Class Members that submitted a claim; (b) the number of
26 submitted Claim Forms that are valid and timely, and the number that are not; (c) the number of
27 submitted Claim Forms the Settlement Administrator intends to treat as approved claims; and (d) the
28 number of submitted Claim Forms the Settlement Administrator has denied. The materials that the

1 Settlement Administrator provides to Class Counsel pursuant to this Paragraph shall not contain the
2 names, email addresses, mailing addresses, or other personal identifying information of the Settlement
3 Class Members.

4 101. Defendant may, in its sole discretion, terminate this Settlement Agreement if more than
5 a specified number of individuals submit valid and timely requests to exclude themselves from the
6 Settlement, as agreed to by the Parties and submitted to the Court for in camera review. If Defendant
7 elects to terminate the Settlement pursuant to this provision of the Settlement Agreement, it shall
8 provide written notice within ten (10) business days following the date the Settlement Administrator
9 informs Defendant of the number of Settlement Class Members who have requested to opt out of the
10 Settlement pursuant to the provisions set forth above. If Defendant rescinds the Settlement pursuant to
11 this section of the Agreement, it shall have no further obligations to pay the Settlement Fund and shall
12 be responsible for only the fees and expenses actually incurred by the Settlement Administrator, for
13 which the Settlement Class Representatives and Class Counsel are not liable.

14 **IX. OPT-OUTS**

15 102. Any individual who wishes to exclude themselves from the Settlement must submit a
16 written request for exclusion to the Settlement Administrator, which shall be postmarked no later than
17 the Opt-Out Deadline or submitted online through the claims portal and verified no later than the Opt-
18 Out Deadline.

19 103. The written Request to Opt-Out must:

- 20 (i) Identify the case name of the Action;
- 21 (ii) Identify the name and current address of the individual seeking exclusion from
22 the Settlement;
- 23 (iii) Be personally signed by the individual seeking exclusion;
- 24 (iv) Include a statement clearly indicating the individual's intent to be excluded
25 from the Settlement;
- 26 (v) Request exclusion only for that one individual whose personal signature
appears on the request;
- 27 (vi) Include the Facebook account URL (if reasonably available) and the email
28 address and telephone number associated with the Facebook account of the
individual seeking exclusion; and

- 1 (vii) State that the individual seeking exclusion (a) had Location Services disabled
2 on their iOS or Android-based device(s) as to the Facebook application at any
3 point in time between January 30, 2015 and April 18, 2018, inclusive; and
4 (b) accessed Facebook while Location Services was disabled.

5 104. To be effective and valid, opt-out requests submitted online must verify the Request to
6 Opt-Out no later than the Opt-Out Deadline using the link sent to the individual who submitted the
7 request for exclusion.

8 105. Opt-out requests seeking exclusion on behalf of more than one individual shall be
9 deemed invalid by the Settlement Administrator.

10 106. Any individual who submits a valid and timely Request to Opt-Out in the manner
11 described herein shall not: (i) be bound by any orders or judgments entered in connection with the
12 Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by
13 virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement.

14 107. Any individual who does not submit a valid and timely request for exclusion in the
15 manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-
16 Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to
17 the Settlement Class.

18 **X. OBJECTIONS**

19 108. Any Settlement Class Member who wishes to object to the Settlement must submit a
20 written objection to the Court and Class Counsel on or before the Objection Deadline, as specified in
21 the Preliminary Approval Order.

22 109. The written objection must include:

- 23 (i) The case name and number of the Action;
- 24 (ii) The full name, address, telephone number, and email address of the objecting
25 Settlement Class Member and, if represented by counsel, of his/her counsel;
- 26 (iii) The Facebook account URL (if reasonably available) and the email address and
27 telephone number associated with the objector's Facebook account;
- 28 (iv) A statement that the objector (a) had Location Services disabled on their iOS or
Android-based device(s) as to the Facebook application at any point in time
between January 30, 2015 and April 18, 2018, inclusive; and (b) accessed
Facebook while Location Services was disabled;

- 1 (v) A statement of whether the objection applies only to the objector, to a specific
2 subset of the class, or to the entire class;
- 3 (vi) A statement of the number of times in which the objector (and, where applicable,
4 objector's counsel) has objected to a class action settlement within the three
5 years preceding the date that the objector files the objection, along with the
6 caption of each case in which the objector has made such objection;
- 7 (vii) A statement of the specific grounds for the objection, including any legal and
8 factual support and any evidence in support of the objection;
- 9 (viii) A statement of whether the objecting Settlement Class Member intends to appear
10 at the Final Approval Hearing, and if so, whether personally or through counsel;
11 and
- 12 (ix) The objector's signature.

13 110. In addition to the foregoing requirements, if an objecting Settlement Class Member
14 intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written
15 objection must include a detailed description of any evidence the objecting Settlement Class Member
16 may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement
17 Class Member may introduce at the Final Approval Hearing.

18 111. Any Settlement Class Member who fails to object to the Settlement in the manner
19 described in this Settlement Agreement and in the notice provided pursuant to the Notice Plan shall be
20 deemed to have waived any such objection, shall not be permitted to object to any terms or approval
21 of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the
22 Settlement or the terms of this Settlement Agreement by appeal or any other means.

23 **XI. MODIFICATION OR TERMINATION OF SETTLEMENT AND RESERVATION OF** 24 **RIGHTS**

25 112. This Settlement Agreement may be amended or modified only by a written instrument
26 signed by or on behalf of all Parties or their respective successors-in-interest and approval of the Court;
27 provided, however that, after entry of the Final Approval Order and Final Judgment, the Parties may
28 by written agreement effect such amendments, modifications, or expansions of this Settlement
Agreement and its implementing documents (including all Exhibits hereto) without further approval
by the Court if such changes are consistent with the Court's Final Approval Order and Final Judgment

1 and do not materially alter, reduce, or limit the rights of Settlement Class Members under this
2 Settlement Agreement.

3 113. This Settlement Agreement and any Exhibits attached hereto constitute the entire
4 agreement among the Parties, and no representations, warranties, or inducements have been made to
5 any Party concerning this Settlement Agreement or its Exhibits other than the representations,
6 warranties, and covenants covered and memorialized in such documents.

7 114. In the event the terms or conditions of this Settlement Agreement are modified by (or
8 to comply with) any court order as described in this Paragraph, any Party in its sole discretion to be
9 exercised within thirty (30) days after such modification may declare this Settlement Agreement null
10 and void. For purposes of this Paragraph, modifications include any modifications to (a) the definition
11 of the Settlement Class, Settlement Class Members, Released Parties, or Released Claims; and/or
12 (b) the terms of the Settlement consideration described in Section IV; and/or (c) material changes to
13 the proposed notice, including methods of distributing notice, to the Settlement Class. In the event of
14 qualifying modification by any court, and in the event the Parties do not exercise their unilateral option
15 to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and
16 confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate
17 the court-ordered modification.

18 115. In the event that a Party exercises his/her/its option to withdraw from and terminate this
19 Settlement Agreement, then the Settlement proposed herein shall become null and void and shall have
20 no force or effect, the Parties shall not be bound by this Settlement Agreement, and the Parties will be
21 returned to their respective positions existing on June 23, 2022.

22 116. If this Settlement Agreement is not approved by the Court or the Settlement Agreement
23 is terminated or fails to become effective in accordance with the terms of this Settlement Agreement,
24 the Parties will be restored to their respective positions in the Action on June 23, 2022. In such event,
25 the terms and provisions of this Settlement Agreement will have no further force and effect with respect
26 to the Parties and will not be used in this Action or in any other proceeding for any purpose, and any
27 judgment or order entered by the Court in accordance with the terms of this Settlement Agreement will
28 be treated as vacated.

1 117. The Parties agree that the effectiveness of this Settlement Agreement is not contingent
2 upon the Court's approval of the payment of any Attorneys' Fees or Expenses or Service Awards. If
3 the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Expenses or Service
4 Awards, all remaining provisions in this Settlement Agreement shall remain in full force and effect.
5 No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning
6 the payment of Attorneys' Fees or Expenses or Service Awards, or the amount thereof, shall be grounds
7 for cancellation or termination of this Settlement Agreement.

8 118. Defendant denies the material factual allegations and legal claims asserted in the Action,
9 including any and all charges of wrongdoing or liability arising out of any of the conduct, statements,
10 acts or omissions alleged, or that could have been alleged, in the Action. Similarly, this Settlement
11 Agreement provides for no admission of wrongdoing or liability by any of the Released Parties. This
12 Settlement is entered into solely to eliminate the uncertainties, burdens, and expenses of protracted
13 litigation. If this Settlement Agreement is terminated pursuant to its terms, or the Effective Date for
14 any reason does not occur, Defendant reserves the right to challenge the certifiability of any class claims
15 certified in the Action and/or to seek to decertify any such class claims. Defendant's agreement to this
16 Settlement does not constitute an admission that certification is appropriate outside of the context of
17 this Settlement. Class Counsel shall not refer to or invoke Defendant's decision to accept the certified
18 class for purposes of settlement if the Effective Date does not occur and the Action is later litigated and
19 certification is contested by Defendant under Rule 23 of the Federal Rules of Civil Procedure.

20 **XII. CAFA NOTICE PURSUANT TO 28 U.S.C. § 1715**

21 119. Defendant shall serve notice of the Settlement Agreement that meets the requirements
22 of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials no later than ten (10) days
23 following the filing of this Settlement Agreement with the Court.

24 **XIII. MISCELLANEOUS PROVISIONS**

25 120. The Parties intend the Settlement Agreement to be a final and complete resolution of
26 all disputes between them with respect to the Action. The Settlement Agreement compromises claims
27 that are contested and will not be deemed an admission by Defendant or Settlement Class
28 Representatives as to the merits of any claim or defense.

1 121. Unless otherwise specifically provided herein, all notices, demands, or other
2 communications given hereunder shall be in writing and shall be deemed to have been duly given as
3 of the third business day after mailing by United States registered or certified mail, return receipt
4 requested, addressed as follows:

5 To the Settlement Class Representatives and the Settlement Class:

6 Sabita J. Soneji
7 Tycko & Zavareei LLP
8 1970 Broadway, Suite 1070
9 Oakland, CA 94612

10 Barrett J. Vahle
11 Stueve Siegel Hanson LLP
12 460 Nichols Road, Suite 200
13 Kansas City, MO 64112

14 With a Copy to:

15 Paul R. Wood
16 Franklin D. Azar & Associates, P.C.
17 14426 East Evans Avenue
18 Aurora, CO 80014

19 To Counsel for Meta:

20 Rosemarie Ring
21 Gibson, Dunn & Crutcher LLP
22 555 Mission Street, Suite 3000
23 San Francisco, CA 94105-0921

24 Christopher Chorba
25 Gibson, Dunn & Crutcher LLP
26 333 South Grand Avenue
27 Los Angeles, CA 90071

28 With a Copy to Meta

Scott Tucker
Vice President & Deputy General Counsel, Global Litigation
Meta Platforms, Inc.
1601 Willow Road
Menlo Park, CA 94025

122. All of the Exhibits to this Settlement Agreement are an integral part of the Settlement
and are incorporated by reference as though fully set forth herein.

123. The Parties agree that the Recitals are contractual in nature and form a material part of
this Settlement Agreement.

1 124. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe,
2 contradict, or clarify this Settlement Agreement, its terms, the intent of the Parties or their counsel, or
3 the circumstances under which this Settlement Agreement was made or executed. This Settlement
4 Agreement supersedes all prior negotiations and agreements. The Parties expressly agree that the terms
5 and conditions of this Settlement Agreement will control over any other written or oral agreements.

6 125. Unless otherwise noted, all references to “days” in this Settlement Agreement shall be
7 to calendar days. In the event any date or deadline set forth in this Settlement Agreement falls on a
8 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9 126. The Settlement Agreement, the Settlement, all documents, orders, and other evidence
10 relating to the Settlement, the fact of their existence, any of their terms, any press release or other
11 statement or report by the Parties or by others concerning the Settlement Agreement, the Settlement,
12 their existence, or their terms, any negotiations, proceedings, acts performed, or documents drafted or
13 executed pursuant to or in furtherance of the Settlement Agreement or the Settlement shall not be
14 offered, received, deemed to be, used as, construed as, and do not constitute a presumption, concession,
15 admission, or evidence of (i) the validity of any Released Claims or of any liability, culpability,
16 negligence, or wrongdoing on the part of the Released Parties; (ii) any fact alleged, defense asserted,
17 or any fault, misrepresentation, or omission by the Released Parties; (iii) the propriety of certifying a
18 litigation class or any decision by any court regarding the certification of a class, and/or (iv) whether
19 the consideration to be given in this Settlement Agreement represents the relief that could or would
20 have been obtained through trial in the Action, in any trial, civil, criminal, administrative, or other
21 proceeding of the Action or any other action or proceeding in any court, administrative agency, or other
22 tribunal.

23 127. The Parties to this Action or any other Released Parties shall have the right to file the
24 Settlement Agreement and/or the Final Approval Order and Final Judgment in any action that may be
25 brought against them in order to support a defense or counterclaim based on principles of res judicata,
26 collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim
27 preclusion or issue preclusion or similar defense or counterclaim.

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1 128. The Parties agree that the consideration provided to the Settlement Class and the other
2 terms of the Settlement Agreement were negotiated at arm's length, in good faith by the Parties, and
3 reflect a settlement that was reached voluntarily, after consultation with competent legal counsel, and
4 with the assistance of an independent, neutral mediator.

5 129. The Settlement Class Representatives and Class Counsel have concluded that the
6 Settlement set forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the
7 Settlement Class Representatives asserted against Defendant, including the claims on behalf of the
8 Settlement Class, and that it promotes the best interests of the Settlement Class.

9 130. To the extent permitted by law, all agreements made and orders entered during the
10 course of the Action relating to the confidentiality of information shall survive this Settlement
11 Agreement.

12 131. The waiver by one Party of any breach of this Settlement Agreement by any other Party
13 shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

14 132. This Settlement Agreement may be executed in counterparts, each of which shall be
15 deemed an original and all of which, when taken together, shall constitute one and the same instrument.
16 Signatures submitted by email or facsimile shall also be considered originals. The date of execution
17 shall be the latest date on which any Party signs this Settlement Agreement.

18 133. The Parties hereto and their respective counsel agree that they will use their best efforts
19 to obtain all necessary approvals of the Court required by this Settlement Agreement, including to
20 obtain a Final Approval Order and Final Judgment approving the Settlement.

21 134. This Settlement Agreement shall be binding upon and shall inure to the benefit of the
22 successors and assigns of the Parties hereto, including any and all Released Parties and any corporation,
23 partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize,
24 each of which is entitled to enforce this Settlement Agreement.

25 135. This Settlement Agreement was jointly drafted by the Parties. Settlement Class
26 Representatives, Settlement Class Members, and Defendant shall not be deemed to be the drafters of
27 this Settlement Agreement or of any particular provision, nor shall they argue that any particular
28 provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon

1 of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against
2 one Party as the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and
3 common law principles of construing ambiguities against the drafter shall have no application.

4 136. This Settlement Agreement shall be governed by and construed in accordance with the
5 laws of the State of California, without regard to choice of law principles.

6 137. The headings used in this Settlement Agreement are inserted merely for the convenience
7 of the reader, and shall not affect the meaning or interpretation of this Settlement Agreement.

8 138. In construing this Settlement Agreement, the use of the singular includes the plural (and
9 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

10 139. Settlement Class Representatives and Class Counsel agree not to make disparaging
11 public statements about Meta and/or Defense Counsel out-of-court related to the Settlement or the
12 allegations in the Action. Settlement Class Representatives and Class Counsel are free to (a) respond
13 in a truthful and non-disparaging manner to Class Member inquiries regarding the Action and/or
14 Settlement; and (b) state they served as legal counsel in this lawsuit and discuss the terms and amount
15 of the Settlement on their firm websites, biographies, or similar marketing materials, and in connection
16 with speaking engagements and future applications to serve as interim-class or lead counsel, or as
17 otherwise required by law. Meta and Defense Counsel agree not to make disparaging public statements
18 about Settlement Class Representatives and Class Counsel related to the Settlement or the allegations
19 in the Action. Meta and Defense Counsel are free to (a) respond in a truthful and non-disparaging
20 manner to user inquiries regarding the Action and/or Settlement; and (b) state they served as legal
21 counsel in this lawsuit and discuss the terms and amount of the Settlement on their firm websites,
22 biographies, or similar marketing materials, and in connection with speaking engagements, or as
23 otherwise required by law.

24 140. The provision of the confidentiality agreement entered into with respect to the mediation
25 process concerning this matter is waived for the limited purpose of permitting the Parties to confirm
26 that they participated in the mediation and that the mediation process was successful.

27 141. The Settlement Class Representatives further acknowledge, agree, and understand that:
28 (i) each has read and understands the terms of this Settlement Agreement; (ii) each has been advised in

1 writing to consult with an attorney before executing this Settlement Agreement; and (iii) each has
2 obtained and considered such legal counsel as he deems necessary.

3 142. All of the Parties warrant and represent that they are agreeing to the terms of this
4 Settlement Agreement based upon the legal advice of their respective attorneys, that they have been
5 afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys, and
6 that the terms and conditions of this document are fully understood and voluntarily accepted.

7 143. Each Party to this Settlement Agreement warrants that he/she/it is acting upon his/her/its
8 independent judgment and upon the advice of his/her/its counsel, and not in reliance upon any warranty
9 or representation, express or implied, of any nature or any kind by any other Party, other than the
10 warranties and representations expressly made in this Settlement Agreement.

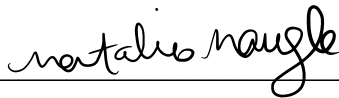
11 144. Each counsel or other person executing this Settlement Agreement or any of its Exhibits
12 on behalf of any Party hereby warrants that such person has the full authority to do so. Class Counsel,
13 on behalf of the Settlement Class, is expressly authorized by the Settlement Class Representatives to
14 take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this
15 Settlement Agreement to effectuate its terms, and is expressly authorized to enter into any
16 modifications or amendments to this Settlement Agreement on behalf of the Settlement Class that Class
17 Counsel and the Settlement Class Representatives deem appropriate.

18 IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly
19 executed this Settlement Agreement as of the date set forth below.

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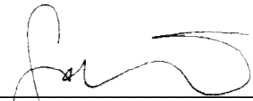
DATED: _____, 2023



Meta Platforms, Inc.


PLAINTIFFS' COUNSEL on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement Agreement) and the Settlement Classes:

DATED: February 15, 2023



Sabita J. Soneji
Tycko & Zavareei LLP
Attorneys for Plaintiffs

DATED: February 15, 2023



Barrett J. Vahle
Stueve Siegel Hanson LLP
Attorneys for Plaintiffs

EXHIBIT A

Proposed Preliminary Approval Order

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BRENDAN LUNDY, MYRIAH WATKINS,
ELIZABETH CHILDERS, MICHELLE
AGNITTI, and ROBIN HODGE,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

CASE NO. 3:18-cv-06793-JD

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 23, 2023

Time: 10 a.m.

Place: Courtroom 11, San Francisco, 19th Floor

Judge: Hon. James Donato

1 **WHEREAS**, plaintiffs Brendan Lundy, Myriah Watkins, Elizabeth Childers, Michelle Agnitti, and
2 Robin Hodge (“Settlement Class Representatives”), on behalf of themselves and the Settlement Class as
3 defined below, and Defendant Meta Platforms, Inc. (“Defendant”) (collectively, the “Parties”) entered into
4 an Amended Settlement Agreement on February 15, 2023, which sets forth the terms and conditions for
5 a proposed settlement of this Action and for its dismissal with prejudice upon the terms and conditions
6 set forth therein;

7 **WHEREAS**, Plaintiffs have moved the Court for an order (i) preliminarily approving the
8 Settlement under Federal Rule of Civil Procedure 23, (ii) finding that the Court will likely be able to certify
9 the Settlement Class after the Final Approval Hearing, and (iii) directing notice as set forth herein;

10 **WHEREAS**, the Settlement appears to be the product of informed, arms’ length settlement
11 negotiation conducted before the mediator Randall W. Wulff and a subsequent two-months long
12 negotiation conducted at arms’ length from mid-December 2022 through mid-February 2023;

13 **WHEREAS**, the Court is familiar with and has reviewed the record, the Amended Settlement
14 Agreement, Plaintiffs’ Notice of Renewed Motion and Motion for Preliminary Approval of Class Action
15 Settlement, the Memorandum of Points and Authorities in Support Thereof, and the supporting
16 Declarations, and has found good cause for entering the following Order; and

17 **WHEREAS**, unless otherwise specified, all capitalized terms used herein have the same meaning
18 as set forth in the Amended Settlement Agreement.

19 **NOW THEREFORE, it is hereby ORDERED and ADJUDGED as follows:**

20 1. The Court finds that it has jurisdiction over the subject matter of this Action and over all
21 Parties to the Action.

22 2. The Parties have moved the Court for an order approving the Settlement of the Action in
23 accordance with the Amended Settlement Agreement, which, together with the documents incorporated
24 therein, sets forth the terms and conditions for a proposed Settlement and dismissal of the Action with
25 prejudice, and the Court having read and considered the Amended Settlement Agreement and having heard
26 the Parties, hereby preliminarily approves the Amended Settlement Agreement in its entirety, subject to
27 the Final Approval Hearing referred to in Paragraph 10 of this Order.

28 3. The Court finds that, subject to the Final Approval Hearing, the Amended Settlement

1 Agreement, including the exhibits attached thereto, is fair, reasonable, and adequate, within the range of
2 possible approval, and in the best interests of the Settlement Class defined below.

3 4. The Court further finds that the Amended Settlement Agreement substantially fulfills the
4 purposes and objectives of the class action and provides substantial relief to the Settlement Class without
5 the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also
6 finds that the Amended Settlement Agreement: (a) is the result of arm’s-length negotiations between
7 experienced class action attorneys; (b) is sufficient to warrant notice of the Settlement and the Final
8 Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law,
9 including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act, 28 U.S.C. § 1715, the
10 United States Constitution, and the United States District Court for the Northern District of California’s
11 Procedural Guidance for Class Action Settlements; and (d) is not a finding or admission of liability by
12 Defendant or any other person(s), nor a finding of the validity of any claims asserted in the Action or of
13 any wrongdoing or any violation of law.

14 5. **Certification of the Settlement Class.** For purposes of settlement only: (a) Sabita J.
15 Soneji of Tycko & Zavareei LLP and Barrett J. Vahle of Stueve Siegel Hanson LLP are appointed as Class
16 Counsel for the Settlement Class; and (b) plaintiffs Brendan Lundy, Myriah Watkins, Elizabeth Childers,
17 Michelle Agnitti, and Robin Hodge are appointed Settlement Class Representatives for the Settlement
18 Class. The Court finds that these attorneys are competent and capable of exercising the responsibilities
19 of Settlement Class Counsel and that Settlement Class Representatives will adequately protect the interests
20 of the Settlement Class defined below.

21 For purposes of settlement only, the Court conditionally certifies the following Settlement Class as
22 defined in the Settlement Agreement:

23 “All natural persons residing in the United States who used Facebook between January
24 30, 2015 and April 18, 2018, inclusive, and whose iOS or Android Location Services
25 setting for the Facebook application was turned off at any point during that period, but
whose location information was inferred by Facebook via the user’s IP Addresses.”

26 Excluded from the Settlement Class are: (i) all persons who are directors, officers, and agents of
27 Defendant or its subsidiaries and affiliated companies or are designated by Defendant as employees of
28

1 Defendant or its subsidiaries and affiliated companies; (ii) the Court, the Court's immediate family, and
2 Court staff, as well as any appellate court to which this matter is ever assigned, and its immediate family
3 and staff; and (iii) eligible persons who elect to opt out of the Settlement Class.

4 The Court finds, subject to the Final Approval Hearing referred to in Paragraph 10 below, that,
5 within the context of and for the purposes of settlement only, the Settlement Class satisfies the
6 requirements of Rule 23 of the Federal Rules of Civil Procedure, specifically, that: (a) the Settlement Class
7 is so numerous that joinder of all members is impracticable; (b) there are questions of fact and law
8 common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of the
9 claims of the members of the Settlement Class; (d) the Settlement Class Representatives and Class Counsel
10 will fairly and adequately protect the interests of the members of the Settlement Class; (d) common
11 questions of law or fact predominate over questions affecting individual members; and (e) a class action is
12 a superior method for fairly and efficiently adjudicating the Action.

13 If the Amended Settlement Agreement does not receive the Court's final approval, if final approval
14 is reversed on appeal, or if the Amended Settlement Agreement is terminated or otherwise fails to become
15 effective, the Court's grant of conditional class certification of the Settlement Class shall be vacated, the
16 Parties shall revert to their positions in the Action as they existed on June 23, 2022, and the Class
17 Representatives and the Settlement Class Members will once again bear the burden to prove the propriety
18 of class certification and the merits of their claims at trial.

19 6. **Notice and Administration.** Pursuant to Federal Rule of Civil Procedure 23(e), the Court
20 finds that it has sufficient information to enable it to determine whether to give notice of the proposed
21 Settlement to the Settlement Class. The Court further finds that the proposed Settlement and Notice Plan
22 meet the requirements of Rule 23(e) and that the Court will likely be able to certify the Settlement Class
23 for purposes of judgment on the Settlement.

24 The Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice
25 attached thereto satisfy the requirements of Federal Rule of Civil Procedure 23 and are approved. Non-
26 material modifications to the notices and claim form may be made by the Settlement Administrator without
27 further order of the Court, so long as they are approved by the Parties and consistent in all material respects
28 with the Amended Settlement Agreement and this Order. The Settlement Administrator is directed to

1 carry out the Notice Plan in conformance with the Amended Settlement Agreement and the below-stated
2 schedule, and to perform all other tasks that the Amended Settlement Agreement requires. Prior to the
3 Final Approval Hearing, Class Counsel shall cause to be filed with the Court an appropriate declaration by
4 the Settlement Administrator with respect to complying with the provisions of the Notice Plan.

5 The Court further finds that the form, content, and method of giving notice to the Settlement Class
6 as described in the Notice Plan submitted with the Motion for Preliminary Approval: (a) constitute the
7 best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to
8 apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement,
9 and their rights to object to the Settlement and to exclude themselves from the Settlement Class; (c) are
10 reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice;
11 and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of
12 due process, and any other legal requirements. The Court further finds that the notices are written in plain
13 language, use simple terminology, and are designed to be readily understandable by Settlement Class
14 Members. The Court further finds that the Notice Plan fully complies with the United States District
15 Court for the Northern District of California's Procedural Guidance for Class Action Settlements.

16 The Parties have selected a reputable settlement administration company, Angeion Group, to serve
17 as the Settlement Administrator. The Court hereby appoints and authorizes Angeion Group to be the
18 Settlement Administrator, and thereby to perform and execute the notice responsibilities set forth in the
19 Amended Settlement Agreement.

20 The Settlement Administrator shall act in compliance with the Stipulated Protective Order (ECF
21 Nos. 119, 120), including but not limited to making all necessary efforts and precautions to ensure the
22 security and privacy of Settlement Class Member information and protect it from loss, misuse,
23 unauthorized access and disclosure, and to protect against any reasonably anticipated threats or hazards to
24 the security of Settlement Class Member information; not using the information provided by Defendant
25 or Class Counsel in connection with the Settlement or this Notice Plan for any purposes other than
26 providing notice or conducting claims administration; and not sharing Settlement Class Member
27 information with any third parties without advance consent from the Parties.

28 The Court finds that Angeion Group will comply with the notice provisions of the Class Action

1 Fairness Act of 2005, 28 U.S.C. § 1715, as described in the Declaration of Steven Weisbrot in Support of
2 Notice Plan.

3 The Court orders Angeion Group to commence the Notice Plan to potential Settlement Class
4 Members within 15 days after entry of this Preliminary Approval Order, and that notice be effectuated by
5 the Notice Date, which is 60 days after entry of this Preliminary Approval Order. Angeion will further
6 provide a declaration that Notice has been effectuated at least 35 days prior to the Final Approval Hearing
7 (“Proof of Notice Date”).

8 7. **Submission of Claims.** Settlement Class Members will have sixty (60) calendar days from
9 the Notice Date to submit their claim forms (“Claims Deadline”), which is adequate and sufficient time.
10 Settlement Class Members who submit a valid claim form approved by the Settlement Administrator within
11 sixty (60) days of the Notice Date may qualify to receive benefits of the Settlement. Class Counsel shall
12 have the discretion, but not the obligation, to accept late-submitted claims for processing by the Settlement
13 Administrator, so long as processing does not materially delay distribution of compensation to Settlement
14 Class Members. No person shall have any claim against Class Counsel or the Settlement Administrator by
15 reason of the decision to exercise discretion whether to accept late-submitted claims.

16 The total amount distributed to the Settlement Class Members who submit valid claims shall be
17 the Settlement Fund, less the cost of settlement notice and administration, Attorneys’ Fees and Expenses
18 Award, and Service Awards (the “Net Settlement Fund”). However, in the event the Court determines at
19 Final Approval such distribution to Settlement Class Members is not economically or administratively
20 feasible, the Net Settlement Fund will be distributed to the *Cy Pres* Recipients set forth in the Amended
21 Settlement Agreement and as approved by the Court. If the Net Settlement Fund is distributed to
22 Settlement Class Members, each Settlement Class Member who submits a valid claim shall be provided
23 with an equal *pro rata* share of the Net Settlement Fund. The actual amount provided to each Settlement
24 Class Member who submits a valid claim may be increased or decreased on a *pro rata* basis based on the
25 size of the Net Settlement Fund and the number of Settlement Class Members who submit valid claims.

26 8. **Opting-Out from Settlement Class.** Any person falling within the definition of the
27 Settlement Class may, upon request, be excluded or “opt out” from the Settlement Class. Any such person
28 who desires to opt out must submit written notice of such intent online through the claims portal or via

1 United States mail to the designated address established by the Settlement Administrator. The written
2 notice must (i) identify the case name of the Action; (ii) identify the name and current address of the
3 individual seeking exclusion from the Settlement; (iii) be personally signed by the individual seeking
4 exclusion; (iv) include a statement clearly indicating the individual's intent to be excluded from the
5 Settlement; (v) request exclusion only for that one individual whose personal signature appears on the
6 request; (vi) include the Facebook account URL (if reasonably available) and the email address and
7 telephone number associated with the Facebook account of the individual seeking exclusion; (vii) state that
8 the individual seeking exclusion (a) had Location Services disabled on their iOS or Android-based device(s)
9 as to the Facebook application at any point in time between January 30, 2015 and April 18, 2018, inclusive;
10 and (b) accessed Facebook while Location Services was disabled.

11 Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid
12 by the Settlement Administrator. To be effective, the written notice shall be postmarked no later than the
13 Opt-Out Deadline or submitted online through the claims portal and verified no later than the Opt-Out
14 Deadline in accordance with the Settlement. All those persons submitting valid and timely notices of opt
15 out shall not be entitled to receive any benefits of the Settlement.

16 Any Settlement Class Member who does not timely and validly exclude themselves from the
17 Settlement shall be bound by the terms of the Settlement. If final judgment is entered, any Settlement
18 Class Member who has not submitted a timely, valid written notice of opt out from the Settlement Class
19 shall be bound by all subsequent proceedings, orders, and judgments in this matter, including but not
20 limited to the Releases set forth in the Amended Settlement Agreement and incorporated in the judgment.

21 9. **Objections and Appearances.** Any Settlement Class Member may enter an appearance
22 in the Action, at their own expense, individually or through counsel of their own choice. If a Settlement
23 Class Member does not enter an appearance, they will be represented by Class Counsel. Any Settlement
24 Class Member who wishes to object to the Settlement, the benefits of the Settlement, Service Awards,
25 and/or the Attorneys' Fees and Expenses Award, or to appear at the Final Approval Hearing and show
26 cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement
27 Class, why a Final Approval Order and Judgment should not be entered thereon, why the benefits of the
28 Settlement should not be approved, or why the Service Awards and/or the Attorneys' Fees and Expenses

1 Award should not be granted, may do so, but must proceed as set forth in this paragraph. No Settlement
2 Class Member will be heard on such matters unless they have filed in this Action the objection, together
3 with any briefs, papers, statements, or other materials the Settlement Class Member wishes the Court to
4 consider, within sixty (60) calendar days following the Notice Date. Any objection must include: (i) the
5 case name and number of the Action; (ii) the full name, address, telephone number and email address of
6 the objecting Settlement Class Member, and if represented by counsel, of his/her counsel; (iii) the
7 Facebook account URL (if reasonably available) and the email address and telephone number associated
8 with the objector's Facebook account; (iv) a statement that the objector (a) had Location Services disabled
9 on their iOS or Android-based device(s) as to the Facebook application at any point in time between
10 January 30, 2015 and April 18, 2018, inclusive; and (b) accessed Facebook while Location Services was
11 disabled; (v) a statement of whether the objection applies only to the objector, to a specific subset of the
12 class, or to the entire class; (vi) a statement of the number of times in which the objector (and, where
13 applicable, objector's counsel) has objected to a class action settlement within the three years preceding
14 the date that the objector files the objection, along with the caption of each case in which the objector has
15 made such objection; (vii) a statement of the specific grounds for the objection; (viii) a statement of
16 whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if
17 so, whether personally or through counsel; and (ix) the objector's signature.

18 In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak
19 at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include
20 a detailed description of any evidence the objecting Settlement Class Member may offer at the Final
21 Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce
22 at the Final Approval Hearing. Any Settlement Class Member who fails to object to the Settlement in the
23 manner described in the Amended Settlement Agreement and in the notice provided pursuant to the
24 Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any
25 terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking
26 any review of the Settlement or the terms of the Amended Settlement Agreement by appeal or any other
27 means.

28 10. **Final Approval Hearing.** A hearing will be held by this Court in the Courtroom of the

1 Honorable James Donato, United States District Court for the Northern District of California, United
2 States Courthouse, Courtroom 11 on the 19th Floor, 450 Golden Gate Avenue, San Francisco, CA, at
3 _____ .m. on _____, 2023 (“Final Approval Hearing”), to determine: (a) whether
4 the Settlement should be approved as fair, reasonable, and adequate to the Settlement Class; (b) whether a
5 Final Approval Order and Judgment should be entered; (c) whether the Settlement benefits as proposed
6 in the Amended Settlement Agreement should be approved as fair, reasonable, and adequate; (d) whether
7 to approve the application for Service Awards for the Settlement Class Representatives and an Attorneys’
8 Fees and Expenses Award; and (e) any other matters that may properly be brought before the Court in
9 connection with the Settlement. The Court may approve the Settlement with such modifications as the
10 Parties may agree to, if appropriate, without further notice to the Settlement Class.

11 11. **Final Approval Briefing.** Settlement Class Representatives and Class Counsel shall file
12 their motion seeking final approval of the Settlement by no later than thirty (30) days after the Claims
13 Submission Deadline. All briefing and supporting documents in support of a motion for Attorneys’ Fees
14 and Expenses and Service Awards must be filed thirty-five (35) days prior to the Objection Deadline.

15 12. **Reasonable Procedures.** Class Counsel and Defense Counsel are hereby authorized to
16 use all reasonable procedures in connection with approval and administration of the Settlement that are
17 not materially inconsistent with this Order or the Amended Settlement Agreement, including making,
18 without further approval of the Court, minor changes to the form or content of the notices and other
19 exhibits that they jointly agree are reasonable or necessary to further the purpose of effectuating the
20 Amended Settlement Agreement.

21 13. **Extension of Deadlines.** Upon application of the Parties and good cause shown, the
22 deadlines set forth in this Order may be extended by order of the Court, without further notice to the
23 Settlement Class. Settlement Class Members must check the Settlement website
24 (<https://www.facebooklocationsettlement.com/>) regularly for updates and further details regarding
25 extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Approval
26 Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the
27 Settlement Class.

28 14. **Termination of the Settlement and Use of this Order.** This Order shall become null

1 and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their
 2 respective positions existing as of June 23, 2022, if the Effective Date does not occur or the Settlement is
 3 otherwise terminated in accordance with the terms of the Settlement. In such an event, the Settlement
 4 shall become null and void and shall be of no further force and effect, and neither the Settlement (including
 5 any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall
 6 be used or referred to for any purpose whatsoever. For the avoidance of doubt, if the Effective Date does
 7 not occur or the Settlement is otherwise terminated in accordance with the terms of the Settlement, then
 8 neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this
 9 Order, relating to the Settlement shall be: (1) construed or used as an admission, concession, or declaration
 10 by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class; (2)
 11 construed or used as an admission, concession, or declaration by or against the Settlement Class
 12 Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief
 13 requested is inappropriate, improper, or unavailable; or (3) construed or used as a waiver by any Party of
 14 any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

15 15. **Related Orders.** All further proceedings in the Action are ordered stayed until entry of
 16 the Final Approval Order or termination of the Amended Settlement Agreement, whichever occurs earlier,
 17 except for those matters necessary to obtain and/or effectuate final approval of the Amended Settlement
 18 Agreement.

19 16. For the sake of clarity, the Court enters the following deadlines:

<u>ACTION</u>	<u>DATE</u>
Notice Commences	Within 15 days following entry of this Order
Notice Date	60 days following entry of this Order
Motion for Attorneys' Fees and Expenses and Service Awards	35 days prior to the Objection Deadline

1	Opt-Out Deadline	60 days after Notice Date
2	Objection Deadline	60 days after Notice Date
3		
4	Claims Submission Deadline	60 days after Notice Date
5	Final Approval Brief and Response to	30 days after Claims Submission Deadline
6	Objections Due	
7	Proof of Notice Submitted	At least 35 days prior to the Final Approval
8		Hearing
9	Final Approval Hearing	(To be scheduled no less than 35 days after the
10		filing of the Final Approval Brief and Response
11		to Objections)

12 **IT IS SO ORDERED.**

13
14 DATED: _____, 2023

15 _____
16 HON. JAMES DONATO
17 U.S. DISTRICT COURT JUDGE

EXHIBIT B

Settlement Administration Protocol & Notice Plan

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

BRENDAN LUNDY, MYRIAH WATKINS,
ELIZABETH CHILDERS, MICHELLE
AGNITTI, AND ROBIN HODGE,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:18-cv-06793-JD

**DECLARATION OF STEVEN
WEISBROT OF ANGEION GROUP, LLC
RE: PROPOSED NOTICE PLAN**

1 I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

2 1. I am the President and Chief Executive Officer at the class action notice and claims
3 administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing,
4 analyzing, and implementing large-scale, unbiased, legal notification plans.

5 2. I have personal knowledge of the matters stated herein. In forming my opinions regarding
6 notice in this action, I have drawn from my extensive class action experience, as described below.

7 3. I have been responsible in whole or in part for the design and implementation of hundreds of
8 court-approved notice and administration programs, including some of the largest and most complex
9 notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses
10 on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process
11 Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on
12 Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg,
13 BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section
14 Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States
15 and internationally.

16 4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau
17 (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best*
18 *Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George
19 Washington Law School Best Practices Guide to Class Action Litigation.

20 5. I have given public comment and written guidance to the Judicial Conference Committee on
21 Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and
22 print publication, in effecting Due Process notice, and I have met with representatives of the Federal
23 Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for
24 the judiciary concerning notice procedures.

25 6. Prior to joining Angeion’s executive team, I was employed as Director of Class Action services
26 at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my
27 notice and claims administration experience, I was employed in private law practice.

1 7. My notice work comprises a wide range of class actions that include data breach, mass
2 disasters, product defect, false advertising, employment discrimination, antitrust, tobacco, banking,
3 firearm, insurance, and bankruptcy cases.

4 8. I have been at the forefront of infusing digital media, as well as big data and advanced
5 targeting, into class action notice programs. Courts have repeatedly recognized my work in the design
6 of class action notice programs. A comprehensive summary of judicial recognition Angeion has
7 received is attached hereto as **Exhibit A**.

8 9. By way of background, Angeion is an experienced class action notice and claims
9 administration company formed by a team of executives that have had extensive tenures at five other
10 nationally recognized claims administration companies. Collectively, the management team at
11 Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to
12 Settlement Class Members. The executive profiles as well as the company overview are available at
13 https://www.angeiongroup.com/our_team.php.

14 10. As a class action administrator, Angeion has regularly been approved by both federal and state
15 courts throughout the United States and abroad to provide notice of class actions and claims processing
16 services. Notably, Angeion was appointed to serve as the Settlement Administrator in the *In re*
17 *Facebook Internet Tracking Litigation*, Case No. 5:12-md-02314 (N.D. Cal.) and is the proposed
18 Settlement Administrator in the *In re: Facebook, Inc. Consumer Privacy User Profile Litigation*, Case
19 No. 3:18-md-02843 (N.D. Cal.).

20 11. This declaration will describe the Notice Plan that, if approved by the Court, we will implement
21 in this matter, including the considerations that informed the development of the plan and why it will
22 provide due process to the Settlement Class.

23 **SUMMARY OF THE NOTICE PLAN**

24 12. The proposed Notice Plan provides for a robust media campaign consisting of state-of-the-art
25 targeted internet notice, social media notice, a paid search campaign, and sponsored listings on class
26 action settlement websites. The Notice Plan also provides for the implementation of a dedicated
27 Settlement Website and a toll-free telephone line where Settlement Class Members can learn more
28 about their rights and options pursuant to the terms of the Settlement.

1 13. As discussed in greater detail below, the media campaign component of the Notice Plan is
2 designed to deliver an approximate 80.69% reach with an average frequency of 3.01 times. This
3 number is calculated using objective syndicated advertising data relied upon by most advertising
4 agencies and brand advertisers. It is further verified by sophisticated media software and calculation
5 engines that cross reference which media is being purchased with the media habits of our specific
6 Target Audience, which is defined below in Paragraph 17. What this means in practice is that 80.69%
7 of our Target Audience will see a digital advertisement concerning the Settlement an average of 3.01
8 times each. The 80.69% reach does not include the dedicated Settlement Website and toll-free
9 telephone line, which are difficult to measure in terms of reach percentage but will nonetheless provide
10 awareness and further diffuse news of the Settlement to Settlement Class Members.

11 14. The Federal Judicial Center states that a publication notice plan that reaches 70% of class
12 members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein &
13 Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for
14 Judges”, at 27 (3d Ed. 2010).

15 **TARGET AUDIENCE**

16 15. To develop the media notice campaign and to verify its effectiveness, our media team analyzed
17 data from 2022 comScore Multi-Platform/MRI Simmons USA Fusion¹ to profile the Settlement Class
18 and arrive at an appropriate Target Audience based on criteria pertinent to this Settlement.
19 Specifically, the following syndicated research definition was used to profile potential Settlement
20 Class Members: “Social Media- Mmx 30-Day Net: Facebook”. In short, this means the number of
21 individuals who used Facebook in the last thirty (30) days.

22 16. Using data from the last thirty (30) days is consistent with media buying best practices, as it
23 allows the buyer to confirm that the targeting data is current and accurate. It further allows certainty
24

25 ¹ GfK MediaMark Research and Intelligence LLC (“GfK MRI”) provides demographic, brand preference and media-use
26 habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services
27 in nearly 600 categories. comSCORE, Inc. (“comSCORE”) is a leading cross-platform measurement and analytics
28 company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global interactions
monthly. comSCORE’s proprietary digital audience measurement methodology allows marketers to calculate audience
reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these
audiences to be reached more effectively. comSCORE operates in more than 75 countries, including the United States,
serving over 3,200 clients worldwide.

1 in confirming that certain data, such as IP addresses, have not been recycled and that members of the
2 Target Audience are likely to be in the class, as the class is comprised of Facebook users.

3 17. Based on the Target Audience definition used, the size of the Target Audience is approximately
4 74,182,000 individuals in the United States. It is important to note that the Target Audience is distinct
5 from the class definition, as is commonplace in class action notice plans. Utilizing an overinclusive
6 proxy audience maximizes the efficacy of the Notice Plan and is considered a best practice among
7 media planners and class action notice experts alike. Using proxy audiences is also commonplace in
8 both class action litigation and advertising generally².

9 18. Additionally, the Target Audience is based on objective syndicated data, which is routinely
10 used by advertising agencies and experts to understand the demographics, shopping habits and
11 attitudes of the consumers that they are seeking to reach³. Using this form of objective data will allow
12 the Parties to report the reach and frequency to the Court with confidence that the reach percentage
13 and the number of exposure opportunities comply with due process and exceed the Federal Judicial
14 Center's threshold as to reasonableness in notification programs. Virtually all professional advertising
15 agencies and commercial media departments use objective syndicated data tools, like the ones
16 described above, to quantify net reach. Sources like these guarantee that advertising placements can
17 be measured against an objective basis and confirm that the reporting statistics are not overstated.
18 Objective syndicated data tools are ubiquitous tools in a media planner's arsenal and are regularly
19 accepted by courts in evaluating the efficacy of a media plan or its component parts. Understanding
20 the socioeconomic characteristics, interests and practices of a target group aids in the proper selection
21 of media to reach that target. Here, the Target Audience has been reported to have the following
22 characteristics:

- 23 • 49.46% are ages 35-64, with a median age of 48.7 years old

24 ² If the total population base (or number of class members) is not certain, it is accepted advertising and communication
25 practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the
26 notice expert to establish that number. The percentage of the population reached by supporting media can then be
27 established. Duke Law School, GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO
28 RULE 23 CLASS ACTION SETTLEMENT PROVISIONS, at 56.

³ The notice plan should include an analysis of the makeup of the class. The target audience should be defined and
quantified. This can be established through using a known group of customers, or it can be based on a proxy-media
definition. Both methods have been accepted by the courts and, more generally, by the advertising industry, to determine
a population base. *Id.* at 56.

- 1 • 50.33% are male
- 2 • 54.34% are now married
- 3 • 33.63% have children
- 4 • 41.34% have received a bachelor's or post-graduate degree
- 5 • 48.51% are currently employed full time
- 6 • The average household income is \$91,650
- 7 • 95.01% have used social media in the last 30 days

8 19. To identify the best vehicles to deliver messaging to the Target Audience, the media quintiles,
9 which measure the degree to which an audience uses media relative to the general population, were
10 reviewed. Here, the objective syndicated data shows that members of the Target Audience spend an
11 average of approximately 31.1 hours per month on the internet.

12 MEDIA NOTICE

13 Social Media

14 20. The Notice Plan features a social media campaign utilizing Facebook and Instagram, two of
15 the leading social media platforms⁴ in the United States. The social media campaign uses an interest-
16 based approach which focuses on the interests that users exhibit while on these social media platforms.

17 21. The social media campaign will engage with the Target Audience desktop sites, mobile sites,
18 and mobile apps. Additionally, specific tactics will be implemented to further qualify and deliver
19 impressions to the Target Audience. *Look-a-like modeling* allows the use of consumer characteristics
20 to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure
21 the Notice Plan messaging is delivered to the proper audience. *Conquesting* allows ads to be served in
22 relevant placements to further alert potential Settlement Class Members.

23 22. In plain language, Facebook Users, who are likely class members, will see the notice in their
24 Facebook newsfeed along with their friends' posts and other advertisements.

25 23. The social media campaign will coincide with the programmatic display advertising portion of
26

27 ⁴ In the United States in 2021, Facebook had approximately 302.28 million users; Instagram had approximately 118.9
28 million users; See:
<https://www.statista.com/statistics/408971/number-of-us-facebook-users/>
<https://www.statista.com/statistics/293771/number-of-us-instagram-users/>

1 the Notice Plan (discussed in greater detail below). Combined, the media notice efforts are designed
2 to deliver approximately 172 million impressions. To track campaign success, we will implement
3 conversion pixels throughout the Settlement Website to understand audience behavior better and
4 identify those most likely to convert. The programmatic algorithm will change based on success and
5 failure to generate conversions throughout the process in order to provide the most effective
6 messaging.

7 24. Further, Angeion continually monitors the media results and real-time adjustments are made
8 throughout the campaign to ensure that the notice is being delivered to the desired audience. Angeion
9 adjusts for which website types, times of day, banner ad locations, and banner ad sizes are most
10 effective. As we continue to intake data and adjust for those variables, the program continues to be
11 optimized for effective performance.

12 **Programmatic Display Advertising**

13 25. Angeion will utilize a form of internet advertising known as Programmatic Display
14 Advertising, which is the leading method of buying digital advertisements in the United States to
15 provide notice of the Settlement to Settlement Class Members.⁵ The media notice outlined below is
16 strategically designed to provide notice of the Settlement to Settlement Class Members by driving
17 them to the dedicated Settlement Website where they can learn more about the Settlement, including
18 their rights and options.

19 26. Given the strength of digital advertising, as well as our Target Audience's consistent internet
20 use, we recommend utilizing a robust internet advertising campaign to reach Settlement Class
21 Members. This media schedule will allow us to deliver an effective reach level and frequency, which
22 will provide due and proper notice to the Settlement Class.

23 27. Multiple targeting layers will be implemented into the programmatic campaign to help ensure
24 delivery to the most appropriate users, inclusive of the following tactics:

25 _____
26 ⁵ Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. It has been
27 reported that U.S. advertisers spent nearly \$105.99 billion on programmatic display advertising in 2021, and it is estimated
28 that approximately \$123.22 billion will be spent on programmatic display advertising 2022. See <https://www.emarketer.com/content/us-programmatic-digital-display-ad-spending-2022>. In laypeople's terms,
programmatic display advertising is a method of advertising where an algorithm identifies and examines demographic
profiles and uses advanced technology to place advertisements on the websites where members of the audience are most
likely to visit (these websites are accessible on computers, mobile phones and tablets).

- 1 • Look-a-like Modeling: This technique utilizes data methods to build a look-a-like audience
2 against known Settlement Class Members.
- 3 • Predictive Targeting: This technique allows technology to “predict” which users will be served
4 by the advertisements about the Settlement.
- 5 • Audience Targeting: This technique utilizes technology and data to serve the impressions to
6 the intended audience based on demographics, purchase behaviors and interests.
- 7 • Site Retargeting: This technique is a targeting method used to reach potential Settlement Class
8 Members who have already visited the dedicated Settlement Website while they browsed other
9 pages. This allows Angeion to provide a potential Settlement Class Member sufficient
10 exposure to an advertisement about the Settlement.

11 28. To combat the possibility of non-human viewership of the digital advertisements and to verify
12 effective unique placements, Angeion employs Oracle’s BlueKai, Adobe’s Audience Manger and/or
13 Lotame, which are demand management platforms (“DMP”). DMPs allow Angeion to learn more
14 about the online audiences that are being reached. Further, online ad verification and security providers
15 such as Comscore Content Activation, DoubleVerify, Grapeshot, Peer39 and Moat will be deployed
16 to provide a higher quality of service to ad performance.

17 **Paid Search Campaign**

18 29. The Notice Plan also includes a paid search campaign on Google to help drive Settlement Class
19 Members who are actively searching for information about the Settlement to the dedicated Settlement
20 Website. Paid search ads will complement the programmatic and social media campaigns, as search
21 engines are frequently used to locate a specific website, rather than a person typing in the URL. Search
22 terms would relate to not only the Settlement itself but also the subject matter of the litigation. In other
23 words, the paid search ads are driven by the individual user’s search activity, such that if that individual
24 searches for (or has recently searched for) the Settlement, litigation or other terms related to the
25 Settlement, that individual could be served with an advertisement directing them to the Settlement
26 Website.

27 **Publication**

28 30. The Notice Plan includes publication in *People* magazine. Notice of the settlement would be

1 published in a half page, black and white ad. A chart showing the circulation of *People* and its total
2 audience is below:

3 Publication	Circulation	Total Audience
4 <i>People</i>	2.5 million	24.6 million

6 **Sponsored Class Action Website Listings**

7 31. Notice of the Settlement will be promoted via sponsored listings on two leading class action
8 settlement websites: www.topclassactions.com and www.classaction.org. These sites are known to
9 create awareness of pending settlements among consumers and, while not measured in terms of the
10 reported reach percentage, will be instrumental in seeding and disbursing news of the underlying
11 Settlement. Top Class Actions averages 3 million monthly visitors, has approximately 900,000
12 newsletter subscribers and 145,000 Facebook followers. ClassAction.org averages 100,000 page-
13 views per month and has approximately 130,000 newsletter subscribers. Representative samples of
14 listings on Top Class Actions and ClassAction.org can be viewed on their respective websites.

15 32. The promotion on these websites is not capable of precise reach calculations and are thus not
16 included in the reach and frequency figures presented to the Court. Nonetheless, this mechanism will
17 serve an important function in that it will help stimulate interest in the Settlement and drive Settlement
18 Class Members to the dedicated Settlement Website to read and understand their rights and options
19 under the Settlement.

20 **SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT**

21 33. The Notice Plan will also implement the creation of a case-specific Settlement Website, where
22 Settlement Class Members can easily view general information about this Settlement, review relevant
23 Court documents, and view important dates and deadlines pertinent to the Settlement. The Settlement
24 Website will be designed to be user-friendly and make it easy for Settlement Class Members to find
25 information about this case. The Settlement Website will also have a “Contact Us” page whereby
26 Settlement Class Members can send an email with any additional questions to a dedicated email
27 address. Likewise, Settlement Class Members will also be able to submit a claim form online via the
28 Settlement Website. The Long-Form notice posted on the website will be available in English, Spanish

1 and French.

2 34. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class
3 Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline will
4 utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with
5 responses to frequently asked questions and provide essential information regarding the Settlement.
6 This hotline will be accessible 24 hours a day, 7 days a week in English, Spanish and French.
7 Additionally, Settlement Class Members will be able to request a copy of the Long-Form Notice or
8 Claim Form via the toll-free hotline.

9 **REACH AND FREQUENCY**

10 35. This declaration describes the reach and frequency evidence which courts systemically rely
11 upon in reviewing class action publication notice programs for adequacy. The reach percentage
12 exceeds the guidelines as set forth in the Federal Judicial Center’s Judges’ Class Action Notice and
13 Claims Process Checklist and Plain Language Guide to effectuate a notice program which reaches a
14 high degree of Settlement Class Members.

15 36. The committee notes to the 2018 amendment to Rule 23 emphasize that courts should consider
16 which method or methods of giving notice will be most effective.⁶ Here, Facebook users are active
17 online users. The committee notes further emphasize that “Because there is no reason to expect that
18 technological change will cease, when selecting a method or methods of giving notice courts should
19 consider the capacity and limits of current technology, including class members’ likely access to such
20 technology.” They further note “Counsel should consider which method or methods of giving notice
21 will be most effective; simply assuming that the ‘traditional’ methods are best may disregard
22 contemporary communication realities.” Here, contemporary communication realities dictate that
23 class members be provided with the most current technology which they have access to—online
24 notice, with which Facebook users are familiar.

25 37. Specifically, the comprehensive media campaign is designed to deliver an approximate
26 80.69% reach with an average frequency of 3.01 times each. It should be noted that the 80.69% reach
27 approximation does not include impressions garnered through listings on class action websites, the

28 _____
⁶ See Fed. R. Civ. P. 23(c)(2) Advisory Committee Notes to the 2018 Amendment.

1 dedicated Settlement Website, or the toll-free hotline, which are difficult to measure in terms of reach
2 percentage but will nonetheless provide awareness and further diffuse news of the Settlement to
3 Settlement Class Members. While there is often the opportunity to increase reach and frequency of the
4 notice program with the use of paid media, this plan exceeds the Federal Judicial Center’s guidelines
5 as to reasonableness in paid media programs and is also in excess of the reach relied upon in many
6 similar settlements. Additionally, this settlement is nearly certain to generate a tremendous amount of
7 press in the national media, which is not quantified in the stated reach percentage. The reach and
8 frequency metrics included herewith allow the Parties to objectively prove the Notice Plan reached a
9 high percentage of the Target Audience. Furthermore, Angeion will monitor and report to the Court
10 on any subsequent earned media that is published regarding the settlement, which will likely prove to
11 be substantial and will increase the number of Settlement Class Members who are made aware of the
12 settlement and their rights under it.

13 **NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005**

14 38. Within ten days of the filing of the Class Action Settlement Agreement and Release with this
15 Court, notice will be disseminated to the appropriate state and federal officials pursuant to the
16 requirements of the Class Action Fairness Act, 28 U.S.C. §1715.

17 **PLAIN LANGUAGE NOTICE DESIGN**

18 39. The proposed Notice forms used in this matter are designed to be “noticed,” reviewed, and by
19 presenting the information in plain language, understood by members of the Settlement Class. The
20 design of the notices follows the principles embodied in the Federal Judicial Center’s illustrative
21 “model” notices posted at www.fjc.gov. The notice forms contain plain-language summaries of key
22 information about the rights and options of members of the Settlement Class pursuant to the
23 Settlement. Consistent with normal practice, prior to being delivered and published, all notice
24 documents will undergo a final edit for accuracy.

25 40. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written
26 in “plain, easily understood language.” Angeion Group maintains a strong commitment to adhering to
27 this requirement, drawing on its experience and expertise to craft notices that effectively convey the
28 necessary information to Settlement Class Members in plain language.

CLAIMS ADMINISTRATION

Claim Form Submissions

41. Pursuant to the terms of the Class Action Settlement Agreement and Release (“Agreement”), Angeion will receive and process claim form submissions. Specifically, Angeion will evaluate claim form submissions for completeness and determine whether submitted claim forms meet the requirements set forth in the Agreement. Claim Forms that do not meet the requirements set forth in the Agreement shall be rejected⁷.

42. Angeion will notify Settlement Class Members whose claim form is rejected, either in whole or in part, and inform Settlement Class Members of their option to contest their rejection and instructions on how to do so. Angeion will review any contested rejections with Class Counsel and Defense Counsel. If Class Counsel and Defense Counsel cannot agree on a resolution of the claimant’s notice contesting the rejection, the Settlement Administrator shall have the discretion that it will exercise in good faith to assess the validity of the disputed claim.

43. Any data received from claim form submissions, including payment selection information, will be used solely for settlement implementation and shall not be used for any other purpose.

Duplicative Submissions and Fraud Review

44. Angeion maintains a robust, multi-tiered fraud detection system to identify and prevent fraudulent claims submissions. By way of example, we employ an elaborate technical process to identify potential claim duplication. Specifically, a series of database-driven searches are used to find duplicate names and addresses in our claims database. Normally, both the claimant’s name and associated nicknames, as well as the standardized addresses, are compared in the database for purposes of claim duplication detection. However, we may use additional data points, depending on what information, if any, Facebook can provide to Angeion.

⁷ A claim form may be rejected for, among other reasons, the following: (a) the Claim Form is not fully complete and/or signed; (b) the Claim Form is illegible; (c) the Claim Form is fraudulent; (d) the Claim Form is duplicative of another Claim Form; (e) the person submitting the Claim Form is not a Settlement Class Member; (f) the person submitting the Claim Form requests that payment be made to a person or entity other than the Settlement Class Member for whom the Claim Form is submitted; (g) the Claim Form is not timely submitted; or (h) the Claim Form otherwise does not meet the requirements of the Agreement.

1 **Distribution of Settlement Benefits**

2 45. Settlement Class Members are able to select from a variety of digital payment options, such as
3 PayPal, Venmo, Zelle, ACH transfers, and virtual pre-paid cards. The digital payment options are
4 reliable, secure, and meet evolving claimant preferences and contemporary payment methodologies.
5 This includes banking solutions (Zelle / ACH), digital-first (PayPal/Venmo), as well as an option for
6 the unbanked or underbanked.

7 46. A prepaid card serves the interests of the unbanked and underbanked. According to a 2019
8 report by the Federal Reserve, 63 million American adults are either unbanked or underbanked (22%
9 of adults 18+)⁸. Of those, approximately 6% of adults were completely unbanked, meaning that no
10 one in the household had a checking or savings account and are, therefore, reliant on alternative
11 financial service products⁹. The unbanked and underbanked are more likely to have family income
12 less than \$40,000 (35%) or be in a racial or ethnic minority group (Black - 49% or Hispanic - 34%).
13 The pre-paid card product being used is designed specifically for class action usage and includes the
14 ability to transfer a remaining balance at any time for no fee.

15 47. Angeion will also accommodate Settlement Class Members who request that a traditional
16 check be mailed to them in lieu of one of the digital payment options.

17 **ESTIMATED NUMBER OF CLAIM SUBMISSIONS**

18 48. Estimated claims rates are established by looking at similar matters, with reference to the type
19 of notice, the demographics of class members, and the amount of recovery to which class members
20 are potentially entitled. We sampled and compared 3 of the largest class settlements Angeion has
21 administered that we believe to be instructive here. All three of these cases were nationwide
22 settlements, with near or over one hundred million class members and each utilized a variety of
23 methods to provide notice to the respective settlement classes. The average claim filing rate for these
24 cases is 1.88% (as illustrated in the chart below).

25 49. Similarly, two high-profile settlements with class sizes in the tens of millions, handled by

26 _____
27 ⁸ Board of Governors of the Federal Reserve System, Report on the Economic Well-Being of U.S. Households in 2018
(May 2019), <https://www.federalreserve.gov/publications/2019-economic-well-being-of-us-households-in-2018-banking-and-credit.htm> (last visited Dec. 15, 2022).

28 ⁹ Federal Deposit Insurance Corporation, 2012 FDIC National Survey of Unbanked and Underbanked Households,
<https://www.fdic.gov/analysis/household-survey/index.html> (last visited Dec. 15, 2022).

1 different administrators, had claims rates in the 1-3% range.¹⁰

Case	Approximate Class Size	Settlement Amount	Claims Rate
<i>In re TikTok, Inc., Consumer Privacy Litigation</i> , 1:20-cv-04699, N.D. Ill.	89,000,000	\$92,000,000	1.39%
<i>In re Facebook Internet Tracking Litigation</i> , 5:12-md-02314, N.D. Cal.	124,000,000	\$90,000,000	1.71%
<i>In re Apple Inc. Device Performance Litigation</i> , 5:18-md-02827, N.D. Cal.	130,000,000	\$310,000,000 ¹¹	2.53%

10 47. The following table sets forth the estimated per-participant payout in this case based on the
 11 historic claims rates in the table above based on a class size of 70 million and net settlement proceeds
 12 of \$25 million.

Claims Rate	Total Claims (Based on 70 Million Class Size)	Per-Participant Payout (Based on \$25 Million Net Proceeds)
1.39%	973,000	\$25.69
1.71%	1,197,000	\$20.89
2.53%	1,771,000	\$14.12

DATA SECURITY & INSURANCE

20 50. Angeion recognizes that the security and privacy of client and class member information and
 21 data are paramount, which is why Angeion has developed policies and procedures to secure our
 22 physical and network environments and to ensure the protection of data. Our Network Security policies
 23 include Network Perimeter Security, Server Hardening, Anti-Virus, Data Retention, Incident
 24 Response and Disaster Recovery Procedures. A copy of all data is always kept offline. This ensures
 25 that should our systems go down for any reason, all data will remain accessible so that cases may be

26
 27 ¹⁰ See *In re: T-Mobile Customer Data Security Breach Litigation*, Case No. 4:21-md-03019 (W.D. Mo.), which the Parties reported an approximate 2.6% claims rate, and *In re: Zoom Video Communications, Inc. Privacy Litigation*, Case No. 3:20-cv-02155 (N.D. Cal.), which the Parties reported an approximate 0.92% claims rate.

28 ¹¹ \$310,000,000 was defined as the Minimum Class Settlement Amount, with \$500,000,000 defined as the Maximum Class Settlement Amount.

1 administered with limited interruption.

2 51. Angeion has invested in a layered and robust set of trusted security personnel, controls, and
3 technology to protect the data we handle. To promote a secure environment for client and class
4 member data, industry leading firewalls and intrusion prevention systems protect and monitor our
5 network perimeter with regular vulnerability scans and penetration tests. Angeion deploys best-in-
6 class endpoint detection, response, and anti-virus solutions on our endpoints and servers. Angeion has
7 implemented strong authentication mechanisms and multi-factor authentication is required to access
8 Angeion's systems and the data we protect. In addition, Angeion has employed the use of behavior
9 and signature-based analytics as well as monitoring tools across our entire network, which are
10 managed 24 hours per day, 7 days per week, by a team of experienced professionals.

11 52. Angeion's data center is defended by multi-layered, physical access security, including ID
12 Badge entry, biometric device, and CCTV. We also deploy environmental controls including UPS,
13 fire detection and suppression controls, and cooling systems. Our Cloud Infrastructure is bolstered by
14 least privilege access control policies, multi factor authentication, security best practices and image
15 hardening guidelines.

16 53. Further, Angeion has a dedicated information security team comprised of highly trained,
17 experienced, and qualified security professionals. Our teams stay on top of important security issues
18 and retain important industry standard certifications, like SANS, CISSP, and CISA. Angeion is
19 cognizant of the ever-evolving digital landscape and continually improves its security infrastructure
20 and processes, including partnering with best-in-class security service providers. Angeion's robust
21 policies and processes cover all aspects of information security to form part of an industry leading
22 security and compliance program, which is regularly assessed by independent third parties.

23 54. Our practices and systems are compliant with the California Consumer Privacy Act, as
24 currently drafted and follow local, national, and international privacy regulations. Angeion is also
25 committed to a culture of security mindfulness. All employees routinely undergo cybersecurity
26 training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all
27 aspects of the work our teams complete.

28 55. Angeion currently maintains a comprehensive insurance program, including sufficient Errors

1 & Omissions coverage.

2 **CONCLUSION**

3 56. The Notice Plan outlined herein provides for a robust media campaign consisting of state-of-
4 the-art internet advertising, a comprehensive social media campaign, a paid search campaign and
5 sponsored listings on two leading class action websites. The Notice Plan also includes the
6 implementation of a dedicated Settlement Website and toll-free hotline to further inform Settlement
7 Class Members of their rights and options in the Settlement.

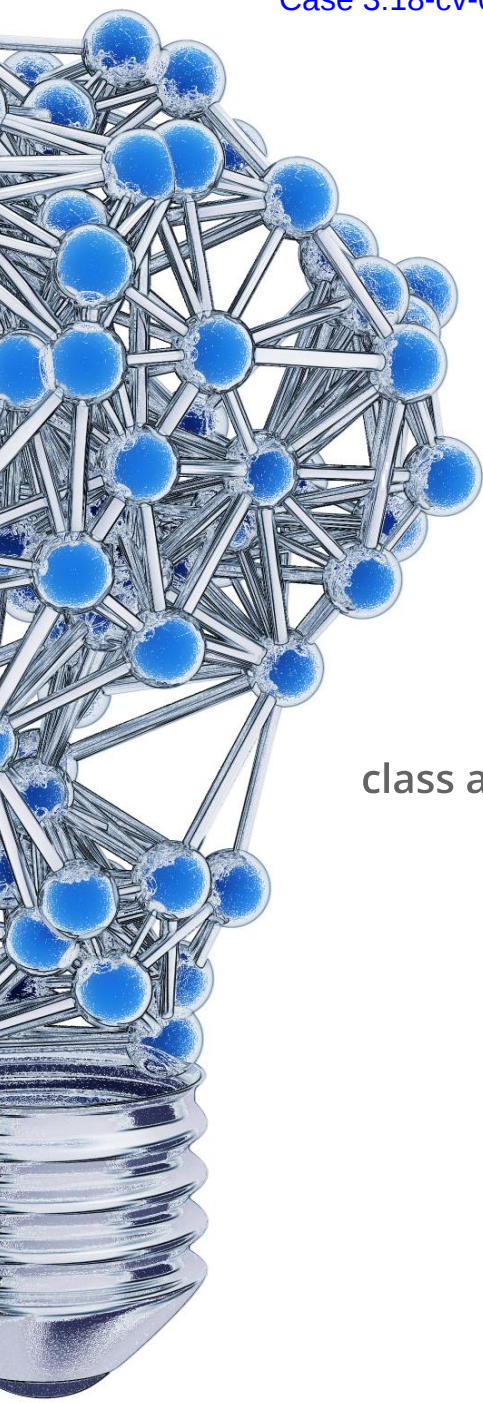
8 57. In my professional opinion, the Notice Plan described herein will provide full and proper notice
9 to Settlement Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my
10 opinion that the Notice Plan is the best notice that is practicable under the circumstances and fully
11 comports with due process, Fed. R. Civ. P. 23 and the Northern District's Procedural Guidance for
12 Class Action Settlements. After the Notice Plan has been executed, Angeion will provide a final report
13 verifying its effective implementation to this Court.

14
15 I hereby declare under penalty of perjury that the foregoing is true and correct.

16
17 Dated: February 15, 2023

18 
19 STEVEN WEISBROT

Exhibit A



INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition

JUDICIAL RECOGNITION



IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (October 1, 2021): The Court approves, as to form and content, the proposed Class Notices submitted to the Court. The Court finds that the Settlement Class Notice Program outlined in the Declaration of Steven Weisbrot on Settlement Notices and Notice Plan (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all requirements of applicable law, Federal Rule of Civil Procedure 23, and due process.

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

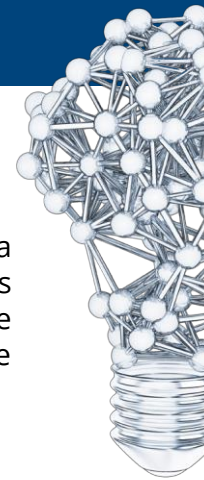
The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 31, 2022): The Court approves the Notice Plan, Notice of Proposed Class Action Settlement, Claim Form, and Opt-Out Form, which are attached to the Settlement Agreement as Exhibits B-E, and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Actions, the effect of the proposed Settlement (including the releases contained therein), the anticipated Motion for a Fee and Expense Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

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CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-0400

The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

JUDICIAL RECOGNITION



RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.

Case No. 5:19-cv-04596

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement (“Notice Plan”). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties’ proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpsettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish),

JUDICIAL RECOGNITION



and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114

The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

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QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962

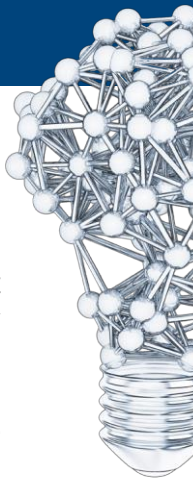
The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

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IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices

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substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the

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circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center’s illustrative class action notices.

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***BROWN v. DIRECTV, LLC*****Case No. 2:13-cv-01170**

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION**Case No. 1:16-cv-03711**

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAZ, INC. ET AL.**Case No. 4:18-cv-00430**

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.**Case No. 5:18-cv-05225**

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. v. CYTOSPORT INC.**Case No. 3:15-cv-00165**

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

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GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness

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website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties’ revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.



PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified

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through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the

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requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr.

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Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation;

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of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

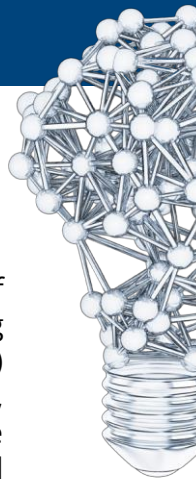
The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

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IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. *I think the notice provisions are exquisite* [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

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FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (I), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to

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the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall

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constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

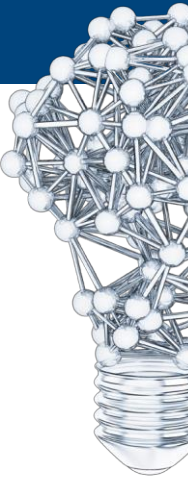


EXHIBIT C

Summary Notice

United States District Court for the Northern District of California

Lundy et al. v. Meta Platforms, Inc., Case No. 3:18-cv-06793-JD

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

If you are a person who was a Facebook User in the United States and your Location Services setting for the Facebook app was turned off at any time between January 30, 2015 and April 18, 2018, inclusive, you may be eligible for a cash payment from a Class Action Settlement.

What Is the Case About?

This lawsuit alleges that Meta improperly inferred the location of Facebook Users in the United States through their IP addresses, even if a Facebook User had turned off Location Services on their iOS or Android device for their Facebook application. Settlement Class Members include any natural person living in the United States who used Facebook and who turned off Location Services for the Facebook application on their iOS or Android device at any point from January 30, 2015 to April 18, 2018, inclusive. Meta expressly denies any liability or wrongdoing.

Who Is Part of the Settlement Class?

The Settlement Class includes all natural persons residing in the United States who used Facebook between January 30, 2015 and April 18, 2018, inclusive (“the Settlement Class Period”), and whose iOS or Android Location Services setting for the Facebook application was turned off at any point during that period, but whose location information was inferred by Facebook via the user’s IP address.

What Does the Settlement Provide?

If the Settlement is approved by the Court, Facebook will establish a Settlement Fund of thirty-seven million five hundred thousand dollars (\$37,500,000.00) to pay all valid claims submitted by the Settlement Class Members, as well as notice and administration costs, attorneys’ fees and expenses, and service awards for the Settlement Class Representatives. The amount, if any, paid to each claimant **will be determined by the Court based** upon the number of claims made and other factors detailed in the Settlement. No one knows in advance how much each claimant will receive, or whether any money will be paid directly to claimants. **If the Court determines** the number of claims made renders it economically or administratively infeasible to pay money to persons who make a timely and valid claim, **the Court may order** payment be made to the not-for-profit organizations identified on the Settlement website at <https://www.facebooklocationsettlement.com/>, or to other not-for-profit organizations approved by the Court.

How Do I Submit a Claim and Get a Cash Payment?

Claim Forms may be submitted online at <https://www.facebooklocationsettlement.com/> or printed from the website and mailed to the Settlement Administrator at: Facebook Location Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Your Other Options.

If you are a Settlement Class Member and you do nothing, your rights will be affected and you will not receive a settlement payment. If you do not want to be legally bound by the settlement, you must exclude yourself from it by opting out. The deadline to exclude yourself is **Deadline Date**. Unless you exclude yourself, you will give up any right to sue Facebook based on the legal and factual issues that this settlement resolves. If you exclude yourself, you cannot get a payment from this settlement. If you stay in the settlement (i.e., do not exclude yourself), you may object to the settlement or Class Counsel's fees by **Deadline Date**. More information can be found in the Long Form Class Action Notice, Frequently Asked Questions document and Class Action Settlement Agreement and Release, which are available at <https://www.facebooklocationsettlement.com/>.

The Court's Final Approval Hearing.

The Court has scheduled a Final Approval Hearing at 10:00 a.m. PST on _____. If the hearing proceeds in person, it will be held at the San Francisco Courthouse, Courtroom 11—19th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. If the Court holds the hearing by video conference, you will find a link to the video conference at the following address: <https://cand.uscourts.gov/judges/donato-james-jd/>.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve Class Counsel's request for an award of attorneys' fees and expenses, as well as the Settlement Class Representatives' service awards. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement.

For more information: Please call 1-XXX-XXX-XXXX or visit
<https://www.facebooklocationsettlement.com/>



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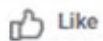
If you were a Facebook User in the U.S. and your Location Services setting for the Facebook app was turned off at any time between January 30, 2015 and April 18, 2018, you may be eligible for a cash payment from a Class Action Settlement.



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**Facebook Location
Services Settlement**

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If you were a Facebook User in the U.S. and your Location Services setting for the Facebook app was turned off at any time between January 30, 2015 and April 18, 2018, you may be eligible for a cash payment from a Class Action Settlement.



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Facebook Location Services Settlement

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EXHIBIT D

Class Notice

United States District Court for the Northern District of California

Lundy et al. v. Meta Platforms, Inc., Case No. 3:18-cv-06793-JD

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

If you are a person who was a Facebook User in the United States and your Location Services setting for the Facebook app was turned off at any time between January 30, 2015 and April 18, 2018, inclusive, you may be eligible for a cash payment from a Class Action Settlement.

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

- A Settlement¹ has been reached between Defendant Meta Platforms, Inc., formerly Facebook, Inc. (“Meta” or “Defendant”) and Plaintiffs in a class action lawsuit pending in the United States District Court for the Northern District of California.
- You are included in this Settlement as a Settlement Class Member if you were a Facebook User in the United States whose iOS or Android Location Services setting for the Facebook application was turned off at any point between January 30, 2015 and April 18, 2018, inclusive.
- The lawsuit is known as *Lundy et al. v. Meta Platforms, Inc.*, Case No. 3:18-CV-06793-JD (N.D. California). Defendant denies that it violated any law but has agreed to the Settlement to avoid the costs and risks associated with continuing this case.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to be eligible to receive a potential cash 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 _____, 2023 at 11:59 PST.</p> <p>You can submit your Claim Form online at https://www.facebooklocationsettlement.com/ or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call the Settlement Administrator to receive a paper copy of the Claim Form. If your claim is approved by the Settlement Administrator, you will give</p>	_____, 2023

¹ All capitalized terms not defined herein have the same meaning as in the Settlement Agreement, which can be viewed at <https://www.facebooklocationsettlement.com/>.

	<p>up the right to sue the Defendant in a separate lawsuit about the legal claims this Settlement resolves.</p> <p>For more information see Questions 7-10.</p> <p>If the Court determines that the number of claims made renders it economically or administratively infeasible to pay money to Settlement Class Members who make a timely and valid claim, payment will instead be made to not-for-profit organizations as approved by the Court. For more information see Question 8.</p>	
OPT OUT OF THE SETTLEMENT	<p>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 the Defendant related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.</p> <p>For more information see Question 16.</p>	_____, 2023
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for a payment.</p> <p>For more information see Question 17.</p>	_____, 2023
DO NOTHING	<p>Unless you opt out of the settlement, 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 the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- This notice summarizes the proposed settlement. For the precise terms of the Settlement, please see the settlement agreement available at <https://www.facebooklocationsettlement.com/>, by contacting class counsel, whose contact information is listed in **Question 13** below, by accessing the Court docket in this case, 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, San Francisco Division, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.
- PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS 5
HOW TO GET A PAYMENT—MAKING A CLAIM 6
THE LAWYERS REPRESENTING YOU 7
OPTING OUT OF THE SETTLEMENT 7
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BASIC INFORMATION

1. Why was this Notice issued?

A federal court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The Honorable James Donato of the United States District Court for the Northern District of California is overseeing this class action. The case is called *Lundy, et al. v. Meta Platforms, Inc.*, Case No. 3:18-CV-06793-JD (N.D. Cal.). The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Meta Platforms, Inc. (formerly Facebook, Inc.), is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that Meta improperly inferred the location of Facebook Users in the United States through their IP addresses even if a Facebook User had turned off Location Services on their iOS or Android device for the Facebook application. Settlement Class Members include any natural person living in the United States who used Facebook and who turned off Location Services on their iOS or Android device for the Facebook application at any point from January 30, 2015 to April 18, 2018 (inclusive). Meta expressly denies any liability or wrongdoing.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “class representatives.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out from a settlement. In this Settlement, the Settlement Class Representatives are Plaintiffs Brendan Lundy, Myriah Watkins, Elizabeth Childers, Michelle Agnitti, and Robin Hodge.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Defendant denies all claims and that it violated any law. Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive payments from the Settlement (unless deemed economically or administratively infeasible as determined by the Court, further explained in **Question 8**). The Settlement Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class includes all natural persons residing in the United States who used Facebook between January 30, 2015 and April 18, 2018, inclusive (“the Settlement Class Period”), and whose iOS or Android Location Services setting for the Facebook application was turned off at any point during that period, but whose location information was inferred by Facebook via the user’s IP Addresses.

You may file a claim if you reside in the United States, used Facebook between January 30, 2015 and April 18, 2018, inclusive, and you believe your iOS or Android Location Services setting for the Facebook application was turned off at any point during that period.

6. Are there exceptions to being included?

Yes. The Settlement Class does not include: (i) all persons who are directors, officers, and agents of Defendant or its subsidiaries and affiliated companies or are designated by Defendant as employees of Defendant or its subsidiaries and affiliated companies; (ii) the Court, the Court’s immediate family, and Court staff, as well as any appellate court to which this matter is ever assigned, and its immediate family and staff; and (iii) eligible persons who elect to opt out of the Settlement Class.

You may file a claim if you reside in the United States, used Facebook between January 30, 2015 and April 18, 2018, inclusive, and you believe your iOS or Android Location Services setting for the Facebook application was turned off at any point during that period.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing the Settlement Administrator at **Info@FacebookLocationSettlement.com** or calling the Settlement Administrator at _____. You may also view the Settlement Agreement at <https://www.facebooklocationsettlement.com/>.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If the Settlement is approved by the Court, Defendant will establish a Settlement Fund of thirty-seven million five hundred thousand dollars (\$37,500,000.00) to pay all valid claims submitted by the Settlement Class Members (unless deemed economically or administratively infeasible as determined by the Court, further explained in **Question 8**), as well as notice and administration expenses, attorneys' fees and costs, and service awards for the Settlement Class Representatives.

8. How much will my payment be?

The total amount distributed to the Settlement Class Members shall be the Settlement Fund and any interest earned thereon, less the Administrative Costs, any amount awarded by the Court for any Fee and Cost Award to Settlement Class Counsel, and any Service Awards. This amount to be distributed to the Settlement Class Members is the Net Settlement Fund. The Net Settlement Fund will be distributed equally amongst the Settlement Class Members who submit valid claims.

The amount of payment will depend on the number of valid claims. By way of example only: assuming a Net Settlement Fund of \$25,000,000, an equal distribution of the Settlement Fund would mean that if one million Class Members made claims, each claimant would receive approximately \$25. As another example, assuming a Net Settlement Fund of \$25,000,000, an equal distribution of the Settlement Fund would mean that if 2.5 million Class Members made claims, each claimant would receive approximately \$10. The amount, if any, paid to each claimant depends upon the number of claims made and other factors detailed in the Settlement. No one knows in advance how much each claimant will receive, or whether any money will be paid directly to claimants.

If the Court determines that the number of claims made renders it economically or administratively infeasible to pay money to persons who make a timely and valid claim, payment will instead be made to the not-for-profit organizations identified on the Settlement website at <https://www.facebooklocationsettlement.com/>, or to other not-for-profit organizations approved by the Court. In other words, in this situation, class members who made claims will not receive payment, but rather the Settlement fund will be distributed to not-for-profit organizations.

If you submit an Approved Claim and have not submitted a valid and timely request to opt out of the Settlement Class, you will receive an *equal* share of the Net Settlement Fund unless the Court determines payment to be economically or administratively infeasible as described above. All Settlement Class Members who have not sought to opt out and who have submitted valid and timely claims will be paid equal amounts. No such Settlement Class Member will receive a greater, or lesser, payment than any other Settlement Class Member.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Released Claims” section in the Settlement Agreement describes the legal claims that you give up (“release”) if you remain in the Settlement Class. The Settlement Agreement can be found at <https://www.facebooklocationsettlement.com/>.

HOW TO GET A PAYMENT—MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

You may file a claim if you reside in the United States, used Facebook between January 30, 2015 and April 18, 2018, inclusive, and you believe your iOS or Android Location Services setting for the Facebook application was turned off at any point during that period.

Claim Forms may be submitted online at <https://www.facebooklocationsettlement.com/> or printed from the website and mailed to the Settlement Administrator at: Facebook Location Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

You may also contact the Settlement Administrator to request a Claim Form by telephone _____, by email Info@FacebookLocationSettlement.com, or by U.S. mail at Facebook Location Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by _____. If submitting a Claim Form online, you must do so by **11:59 p.m. PST on _____**.

12. When will I get my payment?

The Court has scheduled a Final Approval Hearing for the Settlement of this case on _____ at 10:00 a.m. PST to consider: (1) whether to approve the Settlement; (2) any objections; (3) the requests for awards to the Settlement Class Representatives; and (4) the request for an award of attorneys’ fees and costs to Settlement Class Counsel for their work in this litigation. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible if the Court grants Final Approval of the Settlement and after any appeals are resolved.

The briefs and declarations in support of the Final Approval of the Settlement and the requests described above will be posted on the Settlement Website, <https://www.facebooklocationsettlement.com/>, after they are filed. You may ask to appear at the hearing but you do not have to appear. The date and time of the Final Approval Hearing is also subject to modification by the Court. Please review the Settlement Website for any updated information regarding the final hearing.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Sabita J. Soneji of Tycko & Zavareei LLP and Barrett J. Vahle of Stueve Siegel Hanson LLP to represent the Settlement Class as Class Counsel:

Sabita J. Soneji
Tycko & Zavareei LLP
1970 Broadway – Suite 1070
Oakland, CA 94612

Barrett J. Vahle
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112

You will not be charged for their services.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees not to exceed 25% of the Settlement Fund, as well as reasonable expenses incurred in the litigation. They will also ask the Court to approve a service award for each of the Settlement Class Representatives not to exceed \$5,000 each. The Court may award less than these amounts. If approved, these fees, costs and awards will be paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is _____.

To exclude yourself from the Settlement, you must submit a completed and signed Opt-Out Form online at <https://www.facebooklocationsettlement.com/> or by U.S. mail at the below address.

Alternatively, you can submit a written request for exclusion that includes the following information: (i) the case name of the Action, *Lundy, et al. v. Meta Platforms, Inc.*, Case No. 3:18-cv-06793-JD (N.D. Cal.); (ii) your name and current address; (iii) your personal signature; (iv) a statement clearly indicating your intent to be excluded from the Settlement (the request can only be made for you, not on another person's behalf); (v) your Facebook account URL (if reasonably available) and the email address and telephone number associated with your Facebook account; (vi) a statement that (a) you had Location Services disabled on your iOS or Android-based device(s) as to the Facebook application at any point in time between January 30, 2015 and April 18, 2018, inclusive; and (b) you accessed Facebook while Location Services was disabled.

Facebook Location Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

If you exclude yourself, you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment if you exclude yourself. You may only exclude yourself – not any other person. Opt-out requests seeking exclusion on behalf of more than one individual will be found invalid by the Settlement Administrator.

If submitted electronically, the Opt-Out Form or any written request to opt-out must be submitted and verified no later than 11:59 p.m. PST on or before _____, 2023.

If submitted by U.S. mail, the Opt-Out Form or any written request to opt-out must be postmarked no later than _____, 2023.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it you can give reasons why you think the Court should not approve it. The Court will consider your views. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Your Objection must include: (i) the case name and number: *Lundy et al. v. Meta Platforms, Inc.*, Case No. 3:18-CV-06793-JD (N.D. Cal.); (ii) your full name, address, telephone number, email address; (iii) your Facebook account URL (if reasonably available) and the email address and telephone number associated with the Settlement Class Member's Facebook account, and his or her signature; (iv) a statement that you (a) had Location Services disabled on your iOS or Android-based device(s) as to the Facebook application at any point in time between January 30, 2015 and April 18, 2018, inclusive; and (b) accessed Facebook while Location Services was disabled; (v) the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel); (vi) a statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection; (vii) a

statement of the specific grounds for the Objection, including any legal and factual support and any evidence in support of the Objection; and (viii) a statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; (ix) a statement of whether the Objection applies only to the objector, to a specific subset of the class, or to the entire class; (x) your signature.

Any comments or Objections from Settlement Class Members regarding the proposed Settlement Agreement must be submitted in writing to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California; or by filing them in person at any location of the United States District Court for the Northern District of California, and they must be filed or postmarked on or before _____, 2023.

Class Action Clerk
United States District Court for the Northern District of California
450 Golden Gate Avenue, Box 36060
San Francisco, CA 94102-3489

If you appear through your own attorney, you are responsible for hiring and paying that attorney. In addition to conforming to the requirements detailed above, all written objections and supporting papers must (a) clearly identify the case name and number (*Lundy et al. v. Meta Platforms, Inc.*, Case No. 3:18-CV-06793-JD (N.D. Cal.)), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, San Francisco Division, and (c) be filed or postmarked on or before _____, 2023.

You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intend to appear at the Final Approval Hearing, as well as a description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing and copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court has scheduled a Final Approval Hearing at **10:00 a.m.** PST on _____. If the hearing proceeds **in person**, it will be held at the San Francisco Courthouse, Courtroom 11—19th Floor, 450

Golden Gate Avenue, San Francisco, CA 94102. If the Court holds the hearing **by video conference**, you will find a link to the video conference at the following address: <https://cand.uscourts.gov/judges/donato-james-jd/>

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve Class Counsel's request for an award of attorneys' fees and expenses, as well as the Settlement Class Representatives' service awards. If there are objections, the Court will consider them. Judge Donato will listen to people who have asked to speak at the hearing (see **Question 17** above). After the hearing, the Court will decide whether to approve the Settlement.

The date or time of the Final Approval Hearing may change. Please check the Settlement Website, <https://www.facebooklocationsettlement.com/>, for any updates, and to find out whether the Final Approval Hearing will be held in person or by video conference.

20. 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 file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, <https://www.facebooklocationsettlement.com/>.

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: Info@FacebookLocationSettlement.com

10

Questions? Call _____ Toll-Free or Visit <https://www.facebooklocationsettlement.com/>

Toll-Free: _____

Mail: Facebook Location Settlement Administrator, 1650 Arch Street, Suite 2210,
Philadelphia, PA 19103

Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Northern District of California or reviewing the Court's online docket.

Please do not contact the Court, its Clerks, or Meta.

EXHIBIT E

Claim Form

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Lundy et al. v. Meta Platforms, Inc., Case No. 3:18-cv-06793-JD

www.FacebookLocationSettlement.com

CLAIM FORM INSTRUCTIONS

This Claim Form is for Settlement Class Members. The Settlement Class includes the following: All natural persons residing in the United States who used Facebook between January 30, 2015 and April 18, 2018, inclusive, and whose iOS or Android Location Services setting for the Facebook application was turned off at any point during that period. To receive a payment from the Settlement, you must complete and submit this form.

How To Complete This Claim Form

1. There are two ways to submit this Claim Form to the Settlement Administrator: (a) online at www.FacebookLocationSettlement.com; or (b) by U.S. Mail to the following address: Facebook **Location Services Settlement**, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Your Claim Form must be submitted by **Deadline Date**. If you submit your claim by U.S. mail, make sure the completed and signed Claim Form is postmarked by **Deadline Date**.
2. You must complete the entire Claim Form. Please type or write your responses legibly.
3. 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 for you to supply any such additional information, your claim will not be processed, and you will waive your right to receive money under the Settlement.
4. You may only submit one Claim Form.
5. Submission of the Claim Form does not guarantee payment. Your Claim Form must be approved by the Settlement Administrator.
6. If you have any questions, please contact the Settlement Administrator by email at Info@FacebookLocationSettlement.com, by telephone at **1-XXX-XXX-XXXX**, or by U.S. mail at the address listed above.
7. **You must notify the Settlement Administrator if your contact or payment information changes after you submit your Claim Form. If you do not, even if you submit a valid claim under the Settlement, you may not receive your Settlement payment.**
8. If the Court determines that the number of claims made renders it economically or administratively infeasible to pay money to persons who make a timely and valid claim, payment will instead be made to the not-for-profit organizations identified on the Settlement website at www.FacebookLocationSettlement.com. In other words, in this situation, class members who made claims will not receive payment, but rather the Settlement Fund will be distributed to the not-for-profit organizations.
9. **DEADLINE** -- If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **Deadline Date**. If submitting a Claim Form online, you must do so by **Deadline Date**.

Your claim must be submitted online or postmarked by:
Deadline Date

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
Lundy et al. v. Meta Platforms, Inc., Case No. 3:18-cv-06793-JD
www.FacebookLocationSettlement.com

FLT

Claim Form

I. YOUR CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form. NOTE: The personal information you provide below will be processed only for purposes of effectuating the Settlement.

First Name

Last Name

Street Address

City

State

Zip Code

Current Phone Number

Email Address

II. DETAILS

Did you reside in the United States at any point between January 30, 2015 and April 18, 2018, inclusive?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Were you a Facebook user at any point between January 30, 2015 and April 18, 2018, inclusive, while you were residing in the United States?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Did you have Location Services turned off for the Facebook application on your iOS or Android-based device(s) at any point in time between January 30, 2015 and April 18, 2018, inclusive?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Did you access Facebook while Location Services was disabled for the Facebook application on your iOS or Android-based device(s) between January 30, 2015 and April 18, 2018, inclusive?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Enter all usernames or URLs for Facebook accounts used by you between January 30, 2015 and April 18, 2018, inclusive:	1. _____ 2. _____ 3. _____ 4. _____ 5. _____
Email address(es) associated with your Facebook account:	1. _____ 2. _____ 3. _____

III. PAYMENT SELECTION (choose one)

Please select **one** of the following payment options¹:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

Virtual Prepaid Card – Enter the email address where you will receive the Virtual Prepaid Card:

Zelle - Enter the email address or mobile number associated with your Zelle account:

IV. VERIFICATION AND ATTESTATION UNDER OATH

By signing below and submitting this Claim Form, I hereby declare or affirm under penalty of perjury that I am the person identified above and the information provided in this Claim Form is true and correct, and that I have not submitted another Claim Form in connection with this Settlement and know of no other person having done so on my behalf. I understand that my Claim Form may be subject to audit, verification, or Court review. Also, I agree to be bound by the provisions of the Settlement Agreement, including granting to Meta and other

¹ Please contact the Settlement Administrator if you do not have access to the digital payment options listed above.

Released Parties a release of all Released Claims as defined and set forth in the Settlement Agreement and in any Final Order of the Court that may be entered pursuant to the Settlement.

Your signature

Date: _____
MM DD YYYY

Your name

REMINDER CHECKLIST

1. Please make sure you answered all the questions on the Claim Form. Be sure to select only **one** payment option.
2. Please make sure that you signed and dated the Claim Form.
3. Please keep a copy of your completed claim form for your own records.

EXHIBIT F

Proposed Cy Pres Recipients

Proposed *Cy Pres* Recipients

1. Educational Institutions
 - a. Berkman Center for Internet and Society (Harvard Law School)
 - b. MIT Internet Policy Research Initiative
 - c. Center for Internet and Society (Stanford Law School)
 - d. Information Law Institute (NYU Law School)
 - e. Berkeley Center for Law and Technology (Berkeley Law School)
2. MacArthur Foundation
3. ConnectSafely.org
4. Consumer Privacy Rights Fund (part of Rose Foundation for Communities and the Environment)
5. Data & Society Research Institute
6. National Cyber Security Alliance
7. National Consumer Law Center
8. ACLU or ACLU Foundation
9. Center for Democracy and Technology

Pursuant to the terms of the Settlement Agreement, should the Court order *cy pres*, the parties propose the educational institutions listed in No. 1 receive 12% of the Net Settlement Fund divided equally amongst the five institutions (a)-(e), and that the entities listed in Nos. 2-9 each receive 11% of the Net Settlement Fund.