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SETTLEMENT AGREEMENT AND RELEASE

LANCE DUTCHER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

GOOGLE LLC, d/b/a YOUTUBE, and
YOUTUBE, LLC,

Defendants.

Case No. 20CV366905

**STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Judge: Hon. Beth McGowen

1 This Class Action Settlement Agreement and Release (the “Settlement” or “Settlement
2 Agreement”) is made by and between Plaintiff Lance Dutcher individually and on behalf of
3 others similarly situated (collectively, the “Settlement Class”), on the one hand, and Google
4 LLC, d/b/a YouTube, and YouTube, LLC, (“Google,” “YouTube,” or “Defendants”), on the
5 other hand (collectively, “Parties”). The Parties intend this Agreement to fully, finally, and
6 forever resolve, discharge, and settle the Released Claims (as the term is defined below), subject
7 to the terms and conditions of this Agreement, and subject to approval of the Court.

8 WHEREAS, Google offers automatically renewing subscriptions to YouTube TV.

9 WHEREAS, on June 5, 2020, Plaintiff Lance Dutcher filed a putative class action against
10 Defendants in the Superior Court of the State of California, County of Santa Clara, captioned
11 *Dutcher v. Google LLC and YouTube LLC*, Case No. 20CV366905, asserting individual and
12 class claims for: (1) violation of California’s Unfair Competition Law (“UCL”), Cal. Bus. &
13 Prof. Code §§ 17200, *et seq.*; (2) conversion; (3) violation of California’s False Advertising Law
14 (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; (4) violation of California’s Consumers
15 Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*; (5) unjust enrichment /
16 restitution; (6) negligent misrepresentation; and (7) fraud.

17 WHEREAS, between June 5, 2020 and the present, the Parties briefed and the Court
18 ruled on Defendants’ demurrer, Plaintiff’s motion for class certification, and Defendants’ motion
19 to decertify the class.

20 WHEREAS, on July 10, 2024 the Court granted Defendants’ motion for decertification
21 challenging the Plaintiff’s full refund theory of restitution and classwide relief.

22 WHEREAS, The Parties engaged in extensive arm’s-length negotiations, including a
23 mediation session with Jill Sperber on September 18, 2025.

24 WHEREAS, Defendants have denied and continues to deny each allegation and all
25 charges of wrongdoing or liability of any kind whatsoever asserted or that could have been
26 asserted in the Action.

27 WHEREAS, Plaintiff Dutcher believes these claims are meritorious and while
28 Defendants vigorously dispute such claims, without in any way agreeing as to any fault or

1 liability, the Parties have agreed to enter into this Settlement agreement as an appropriate
2 compromise of all claims, to put to rest all controversy, and to avoid the uncertainty, risk,
3 expense, and burden of protracted and costly litigation that would be involved in prosecution and
4 defending the Action.

5 NOW, THEREFORE, IT IS HEREBY AGREED by the Parties that, in consideration of
6 the undertakings, promises, releases, and payments set forth in this Agreement, and upon the
7 entry by the Court of a Final Order and Judgment approving and directing the implementation of
8 the terms and conditions of this Agreement, the Action shall be settled, compromised, and
9 dismissed with prejudice, without costs to Plaintiff Dutcher, Settlement Class Members, or
10 Defendants except as provided herein, upon the terms and conditions set forth below.

11 **1. DEFINITIONS**

12 Whenever the following capitalized terms are used in this Agreement and in the attached
13 exhibits (in addition to any definitions elsewhere in this Agreement), they shall have the
14 following meanings:

15 **1.1 “Action”** means *Lance Dutcher v. Google LLC and YouTube, LLC*, Case No.
16 20CV366905, pending in the Superior Court of California, County of Santa Clara.

17 **1.2 “Affiliates”** with respect to a Party, shall mean (i) all entities now or in the future
18 controlling, controlled by or under common control with that party; (ii) all entities in the past
19 controlling, controlled by or under common control with that party, for the period of time that
20 such control exists or existed; and (iii) predecessors, successors or successors-in-interest thereof,
21 including all entities formed or acquired by that party in the future that come to be controlled by
22 that party. For purposes of this definition, “control” means possession directly or indirectly of the
23 power to direct or cause the direction of management or policies of a company or entity through
24 the ownership of voting securities, contract, or otherwise, and “entities” includes all Persons,
25 companies, partnerships, corporations, associations, organizations, and other entities.

26 **1.3 “Agreement,” “Settlement,” or “Settlement Agreement”** means the settlement
27 embodied in this Settlement Agreement and Release.
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1 **1.4 “Attorneys’ Fees and Expenses”** means the maximum amount of attorneys’ fees
2 and expenses, subject to Court approval, to be paid to Class Counsel from the Settlement
3 Amount for their representation of the Class in this Lawsuit.

4 **1.5 “Claim Form”** means the document substantially in the form attached hereto as
5 Exhibit A, as approved by the Court. The Claim Form shall be submitted by Settlement Class
6 Members seeking a cash payment pursuant to this Settlement Agreement. The Claim Form will
7 be available online at the Settlement Website (defined at paragraph 1.39 below).

8 **1.6 “Claims Deadline”** means the date by which all Claim Forms must be
9 postmarked or received, including by electronic submission via the Settlement Website, to be
10 considered timely and will be set as a date no later than forty-five (45) days following the
11 dissemination of Notice to the Settlement Class by the Settlement Administrator, pursuant to the
12 terms herein. The Claims Deadline will be clearly set forth in the Preliminary Approval Order,
13 and will be stated on the Notice and the Claim Form.

14 **1.7 “Class Counsel”** means Neal J. Deckant and Julia K. Venditti of the law firm of
15 Bursor & Fisher, P.A.

16 **1.8 “Class” or “Settlement Class”** means all persons in California who, from
17 February 1, 2017 to October 29, 2021, enrolled in and paid for at least one renewal term of a
18 YouTube TV Subscription, purchased via YouTube billing for personal, family, or household
19 purposes, excluding those who enrolled in YouTube TV through iOS-based mobile applications
20 from Apple’s App Store, YouTube TV Subscriptions that were cancelled during a free trial, and
21 YouTube TV subscriptions that were fully refunded by Defendants. Excluded from the
22 Settlement Class are: (1) any Judge or Magistrate presiding over this Action and members of
23 their families; (2) Defendants, Defendants’ subsidiaries, parent companies, successors,
24 predecessors, and any entity in which Defendants or their parents have a controlling interest and
25 their current or former officers, directors, agents, attorneys, and employees; (3) Persons who
26 properly execute and file a timely request for exclusion from the class; and (4) the legal
27 representatives, successors or assigns of any excluded Persons.

28 **1.9 “Class Representative”** means the named Plaintiff in this Action, Lance Dutcher.

1 **1.10 “Court”** means the Superior Court of California for the County of Santa Clara,
2 the Honorable Beth McGowen presiding, or any judge who will succeed her as the Judge in this
3 Action.

4 **1.11 “Day” or “days”** refers to calendar days.

5 **1.12 “Defendants’ Counsel”** means the law firm of Wilson Sonsini Goodrich &
6 Rosati.

7 **1.13 “Effective Date”** means the earlier of the following: (1) the first date the Final
8 Approval Order and Judgment is entered in the Action granting approval to the terms of this
9 Agreement without modification (unless any modification is accepted by all Parties to this
10 Agreement, pursuant to paragraph 14.3) if no objections are filed to the Settlement Agreement or
11 if all objections are withdrawn prior to the Court ruling on them and the Settlement
12 Administrator provides complete wiring instructions and an executed IRS Form W-9, along with
13 other necessary forms, to Defendants; or (2) 60 days after the entry of the Final Approval Order
14 and Judgment if objections are filed and overruled and no appeal is taken and the Settlement
15 Administrator provides complete wiring instructions and an executed IRS Form W-9, along with
16 other necessary forms, to Defendants; or (3) if a timely appeal is made, 31 business days after the
17 date of the final resolution of that appeal and any subsequent appeals or petitions for certiorari
18 from the Final Approval Order and Judgment and the Settlement Administrator provides
19 complete wiring instructions and an executed IRS Form W-9, along with other necessary forms,
20 to Defendants.

21 **1.14 “Email Notice”** means the legal notice summarizing the proposed settlement
22 terms, as approved by Class Counsel, Defendants’ Counsel, and the Court, to be provided to
23 Settlement Class Members under paragraph 5.1(c) by email. The Email Notice proposed by the
24 Plaintiff to the Court for preliminary approval will be agreed upon by both parties.

25 **1.15 “Escrow Account”** means the separate, interest-bearing escrow account to be
26 established by the Settlement Administrator under terms acceptable to all Parties at a depository
27 institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be
28 deposited by Defendants into the Escrow Account in accordance with the terms of this

1 Agreement and the money in the Escrow Account shall be invested in the following types of
2 accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit
3 accounts and certificates of deposit, in either case with maturities of 60 days or less. The costs of
4 establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

5 **1.16 “Fee Award”** means the amount of attorneys’ fees and reimbursement of
6 expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

7 **1.17 “Final Approval Hearing”** means the hearing before the Court where (i) the
8 Parties request that the Court approve this Agreement as fair, reasonable, and adequate; (ii) the
9 Parties request that the Court enter a Final Order and Judgment in accordance with this
10 Agreement; and (iii) Class Counsel request approval of their petition of attorneys’ fees and
11 expenses, as well as any requested service award to the named Plaintiff and Class Representative
12 Lance Dutcher.

13 **1.18 “Final Order and Judgment”** means the final judgment and order to be entered
14 by the Court following the Final Approval Hearing approving the Settlement set forth in this
15 Agreement and dismissing the Action with prejudice and without costs (except as specified in
16 this Agreement), without modifying any terms of this Agreement that either Party deems
17 material.

18 **1.19 “Long-Form Notice”** means the legal notice of the proposed settlement terms, as
19 approved by Class Counsel, Defendants’ Counsel, and the Court, to be provided to Settlement
20 Class Members under paragraph 5.1(b) via publishing on the Settlement Website. The Long-
21 Form Notice submitted by the Plaintiff to the Court for preliminary approval will be agreed upon
22 by both parties.

23 **1.20 “Net Settlement Fund”** means the amount, approved by the Court, to be paid out
24 to Participating Settlement Class Members from the Settlement Fund after deducting Court-
25 approved Attorneys’ Fees and Expenses, Service Awards, and Settlement Administration
26 Expenses, and any other administrative fees and expenses in connection with this Agreement.

27 **1.21 “Notice Plan”** means the Settlement Administrator’s plan to disseminate Notice
28 to Settlement Class Members as further detailed in paragraph 5.1.

1 **1.22 “Notice Date”** means the publication of notice pursuant paragraph 5.1 of this
2 Agreement, which shall be no later than 28 days after entry of the Preliminary Approval Order.

3 **1.23 “Notice” or “Notice of Proposed Class Action Settlement”** means any material
4 that will be publicly posted or disseminated by the Settlement Administrator to notify the
5 Settlement Class about the Settlement as described in the Notice Plan.

6 **1.24 “Objection and Exclusion Deadline”** means the date by which a Settlement
7 Class Members must submit an objection to this Agreement or a request for exclusion. The
8 Objection and Exclusion Deadline shall be 45 days from the Notice Date.

9 **1.25 “Participating Settlement Class Members”** means all Settlement Class
10 Members who do not file a valid and timely request to opt-out of the Lawsuit.

11 **1.26 “Party”** means any of the Plaintiff Dutcher or Defendants, and “Parties” means
12 Plaintiff Dutcher and Defendants.

13 **1.27 “Person”** means an individual or legal entity, including an association, or his, her,
14 or its respective successors or assigns.

15 **1.28 “Plaintiff”** means Lance Dutcher.

16 **1.29 “Preliminary Approval Order”** means the order issued by this Court
17 preliminarily approving the Settlement and provisionally certifying the Settlement Class.

18 **1.30 “Released Claims”** means any and all causes of action or claims for relief,
19 whether in law or equity, including but not limited to injunctive relief, actual damages, nominal
20 damages, statutory damages, punitive damages, exemplary or multiplied damages, restitution,
21 disgorgement, expenses, attorneys’ fees and costs, and/or any other form of consideration
22 whatsoever (including “Unknown Claims” as defined below), whether in law or in equity,
23 accrued or un-accrued, direct, individual or representative, of every nature and description
24 whatsoever, that were brought or could have been brought in the Action relating to any and all
25 Releasing Parties, any YouTube TV Subscriptions associated with any of them, or that in any
26 way relate to or arise out of Defendants’ automatic renewal and/or continuous service programs
27 for YouTube TV in California from February 1, 2017, to and through October 29, 2021,
28

1 including but not limited to any of the facts, transactions, events, matters, occurrences, acts,
2 disclosures, statements, representations, omissions or failures to act related thereto.

3 **1.31 “Released Parties”** means Defendants Google LLC and YouTube, LLC as well
4 as any and all of their respective Affiliates, and Defendants and their Affiliates’ officers,
5 directors, employees, members, agents, attorneys, administrators, representatives, insurers,
6 reinsurers, beneficiaries, trustees, shareholders, investors, contractors, joint ventures, divisions,
7 predecessors, successors, assigns, transferees, and all other individuals and entities acting on
8 Defendants’ behalf in connection with Released Claims.

9 **1.32 “Releasing Parties”** means Plaintiff Lance Dutcher and all Settlement Class
10 Members and each of their respective parents or legal guardians, trustees, beneficiaries, assigns,
11 heirs, estates, and all other individuals or entities acting or claiming to act on a Releasing Party’s
12 behalf.

13 **1.33 “Service Award”** means an award authorized by the Court to be paid to Plaintiff
14 Lance Dutcher in recognition of his efforts in prosecuting this Action.

15 **1.34 “Settlement Administration Expenses”** means the reasonable expense incurred
16 by the Settlement Administrator in providing class notice and settlement administrator services.

17 **1.35 “Settlement Administrator”** means Digital Settlement, LLC (“ClaimScore”), or
18 such other reputable administration company that has been selected jointly by the Parties and
19 approved by the Court to perform the duties set forth in this Agreement, including but not limited
20 to serving as Escrow Agent for the Settlement Fund, overseeing the distribution of Notice, as
21 well as the processing and payment of Approved Claims to the Settlement Class as set forth in
22 this Agreement, handing all approved payments out of the Settlement Fund, and handling the
23 determination, payment and filing of forms related to all federal, state and/or local taxes of any
24 kind (including any interest or penalties thereon) that may be owed on any income earned by the
25 Settlement Fund. Class Counsel’s assent to this Agreement shall constitute consent on behalf of
26 each and every member of the Settlement Class as defined herein to disclose all information
27 required by the Settlement Administrator to perform the duties and functions ascribed to it
28 herein.

1 **1.36 “Settlement Award(s)”** means the pro-rata amount Participating Settlement
2 Class Members shall each receive from the Net Settlement Fund.

3 **1.37 “Settlement Class Member”** means a Person who falls within the definition of
4 the Settlement Class.

5 **1.38 “Settlement Fund”** means the maximum total sum of \$7,500,000 that Google
6 shall cause to be deposited into the Escrow Account, according to the schedule set forth herein,
7 plus all interest earned thereon. The Settlement Fund represents the total extent of Defendants’
8 monetary obligations under this Agreement. The Settlement Fund shall be used for payment of
9 the following: (i) Approved Claims submitted by Settlement Class Members; (ii) the Settlement
10 Administration Expenses; (iii) any Fee Award to Class Counsel, and reimbursement of litigation
11 expenses; and (iv) any Incentive Award to the Class Representative, not to exceed \$15,000, as
12 may be ordered by the Court. The Settlement Fund shall be kept in the Escrow Account with
13 permissions granted to the Settlement Administrator to access said funds until such time as the
14 listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums
15 deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax
16 filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may
17 be due on such earnings. The payment of the Settlement Amount by Defendants fully discharges
18 the Defendants and the other Released Parties’ financial obligations (if any) in connection with
19 the Settlement, meaning that no Released Party shall have any other obligation to make any
20 payment into the Escrow Account or to any Class Member, or any other Person, under this
21 Agreement. In no event shall the total monetary obligation with respect to this Agreement on
22 behalf of Defendants exceed seven million five hundred thousand dollars (\$7,500,000).

23 **1.39 “Settlement Website”** means a publicly accessible website set up and maintained
24 by the Settlement Administrator for the sole purpose of providing the Class with notice of and
25 information about the Settlement Agreement and allowing electronic submissions of Requests
26 for Exclusion.

1 **1.40 “YouTube TV Subscriptions” or “YouTube TV”** means an automatically-
2 renewing subscription-based service operated by Defendants offering, among other things, live
3 streams of programming from major broadcast television networks and channels.

4 **2. SETTLEMENT PURPOSES ONLY**

5 **2.1** This Agreement is for settlement purposes only, and, to the fullest extent
6 permitted by law, neither the fact, content, or negotiations of this Agreement nor any action
7 based on it shall constitute, be construed as, or be admissible in evidence as an admission of the
8 validity of any claim or fact alleged in the Action or in any other action, or of any wrongdoing,
9 fault, violation of law, or liability of any Party. Likewise, neither the fact, content, or negotiation
10 of this Agreement nor any action based on it shall constitute, be construed as, or be admissible in
11 evidence as an admission by any of the Parties of the validity or lack thereof of any claims,
12 allegations, or defenses asserted in this Action, or in any other action. Defendants expressly deny
13 any liability or wrongdoing whatsoever.

14 **2.2** If the Court does not enter Preliminary Approval Order or the Final Order and
15 Judgment, or the Effective Date does not otherwise occur, this Settlement Agreement will be
16 deemed null and void ab initio. In that event:

17 **2.2.1** The Preliminary Approval Order and the Final Approval Order and Judgment,
18 if they have been entered by the Court, will be vacated by operation of law;

19 **2.2.2** The Parties will be restored to their respective positions immediately
20 preceding execution of the Agreement, and any intervening Court rulings or decisions shall be
21 vacated;

22 **2.2.3** No term or condition of the Agreement, or any draft thereof, or any
23 discussion, negotiation, documentation, or other part or aspect of the Parties’ settlement
24 discussions shall have any effect; nor shall any such matter be admissible in evidence for any
25 purpose in the Action or any other proceedings; nor shall any such matter be used in the Action
26 for any purpose whatsoever;

27 **2.2.4** Defendants will retain all of their rights to object to any attempt by
28 Plaintiff to reference, cite to, or rely upon, in any way, the Agreement or any factual or legal

1 statement or conclusion within it, including as to the feasibility of the maintenance of the Action
2 as a class action.

3 **3. SETTLEMENT TERMS**

4 **3.1 Settlement Fund.** Subject to Court approval, Google shall pay the Settlement
5 Fund totaling \$7,500,000 to the Escrow Account. The payment of the Settlement Fund shall fully
6 satisfy Google's obligations for payments, fees, and expenses identified in this Settlement
7 Agreement, including payments to the Class for Settlement Awards, Service Awards, Settlement
8 Administration Expenses, and Class Counsel's Attorneys' Fees and Expenses, in the amounts
9 and by the procedures specified in this Settlement Agreement. This Settlement Fund is non-
10 reversionary. Other than the Settlement Fund, Google shall have no other financial obligations to
11 Plaintiff, the Settlement Class, or the Settlement Administrator under this Agreement.

12 **3.1.1 Qualified Settlement Fund.** The Settlement Administrator shall agree to
13 hold the Settlement Fund in an interest-bearing account and administer the Settlement Fund,
14 subject to the continuing jurisdiction of the Court and from the earliest possible date, as a
15 qualified settlement fund as defined in Treasury Regulation § 1.468B-1 et seq. Any taxes owed
16 by the Settlement Fund shall be paid by the Settlement Administrator out of the Settlement Fund.
17 The interest earned in the Settlement Fund shall be added to the Settlement Fund. Defendants
18 shall have no liability, obligation, or responsibility with respect to the investment, disbursement,
19 or other administration or oversight of the Settlement Fund.

20 **3.1.2 Funding Deadline of Settlement Fund.** No later than 60 days after the
21 Effective Date, Google shall transmit the Court-approved Service Awards, Settlement
22 Administration Expenses, Attorneys' Fees and Expenses, and any Settlement Funds to be sent
23 via electronic payment or mailed to Class Members pursuant to paragraph 3.3 to the Settlement
24 Administrator, for deposit into an interest-bearing escrow account established and maintained by
25 the Settlement Administrator. The Settlement Administrator shall provide wiring instructions
26 and an executed IRS Form W-9, along with other necessary forms, to Defendants within 3 days
27 of entry of the Final Approval Order and Judgment.
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1 3.1.3 **Taxes.** Any tax liability, together with any interest or penalties imposed
2 thereon, incurred by Defendants or any Released Parties resulting from income earned on the
3 Settlement Fund while under the control of the Settlement Administrator, or payments made
4 from the Settlement Fund (or the receipt of any payment under this paragraph), shall be
5 reimbursed from the Settlement Fund in the amount of such tax liability, interest or penalties
6 promptly upon and in no event later than 5 days after Defendants' or any Released Parties'
7 written request to the Settlement Administrator, provided that such request is made reasonably in
8 advance of distribution or finalizing preparations for distribution of monies from the Settlement
9 Fund.

10 **3.2** Neither Defendants nor any Released Parties nor Class Counsel shall have any
11 liability, obligation, or responsibility whatsoever for tax obligations arising from Settlement
12 Payments or Service Awards, or based on the activities and income of the Settlement Fund while
13 under the control of the Settlement Administrator. In addition, neither Defendants nor any
14 Released Parties shall have any liability, obligation, or responsibility whatsoever for tax
15 obligations arising from payments to Class Counsel. The Settlement Administrator will be solely
16 responsible for tax obligations relating to the activities and income of the Settlement Fund while
17 under the control of the Settlement Administrator. Each Participating Settlement Class Member
18 will be solely responsible for his or her tax obligations. Each Class Counsel attorney or firm will
19 be solely responsible for his, her, or its tax obligations.

20 **3.3 Relief Provided to the Settlement Class.**

21 **(a)** Settlement Class Members shall have until the Claims Deadline to submit
22 a Claim Form for approval by the Settlement Administrator as an Approved Claim. Each
23 Settlement Class Member who submits an Approved Claim will receive a *pro rata* payment from
24 the Net Settlement Fund in the form of a digital check or electronic payment, issued and sent by
25 the Settlement Administrator within 75 days of the Effective Date.

26 **(b)** The Settlement Administrator will be responsible for reviewing all claims
27 to determine their validity. The Settlement Administrator will reject any claim that does not
28 comply in any material respect with the instructions on the Claim Form or the terms of

1 paragraphs 1.5 and 3.3(a) above, or is submitted after the Claims Deadline. Defendants have the
2 right to audit the claims process for evidence of fraud or error.

3 (c) Each claimant who submits an invalid Claim Form to the Settlement
4 Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure
5 the deficiency within 21 days of the date of the Notice Date.

6 3.1.4 All cash payments issued to Settlement Class Members via check will
7 state on the face of the check that it will expire and become null and void unless cashed within
8 one hundred and eighty (180) days after the date of issuance.

9 **3.4 Satisfaction of Obligations.** Defendants' transfer of payment to the Settlement
10 Fund under paragraphs 3.1 and 3.1.1 and transfer of monetary credits and other obligations under
11 Section 3.1.2 shall constitute full and complete satisfaction of its obligation under this
12 Agreement. Settlement Class Members shall look solely to the Settlement Fund for settlement
13 and satisfaction against Released Parties of all claims that are released herein; any Attorneys'
14 Fees and Expenses; any Notice and Administrative Costs; all Service Awards; and all
15 administrative or other costs and expenses arising out of or related to the Action or the
16 Settlement. Settlement Class Members shall not under any circumstances be entitled to any
17 further payment from Released Parties with respect to the Released Claims, the Action, or the
18 Settlement. If the Settlement Agreement becomes final and effective, payment of the Settlement
19 Fund will fully satisfy any and all Released Claims. Except as provided by order of the Court, no
20 Settlement Class Member shall have any interest in the Settlement Fund or any portion thereof.

21 **3.5 Attorneys' Fees and Expenses.** Attorneys' Fees and Expenses are to be
22 determined by the Court. Class Counsel will apply to the Court for approval of payment of
23 reasonable expenses and attorneys' fees. If approved, the Settlement Administrator shall pay
24 these sums from the Settlement Fund. Distributions from Settlement Fund to Class Counsel for
25 the full amount of reasonable and actual Attorneys' Fees and Expenses, if approved by the Court,
26 will be made in accordance with paragraph 10.2 below. Google reserves the right to oppose
27 Class Counsel's application for Attorneys' Fees and Expenses. Any amounts not approved by the
28 Court will be added to the Net Settlement Amount.

1 **3.6 Service Awards to Plaintiff.** A Service Award to Plaintiff and Class

2 Representative Lance Dutcher in recognition of his efforts and time expended on behalf of the
3 Class is to be determined by the Court. Plaintiff will apply to the Court for approval of payment
4 of a reasonable Service Award. The Settlement Administrator shall issue IRS Forms 1099-MISC
5 for the Service Award payment to Plaintiff. Plaintiff assumes full responsibility and liability for
6 any taxes owed on the Service Awards. Any amounts not approved by the Court will be added to
7 the Net Settlement Amount. Defendants shall have no responsibility for or liability whatsoever
8 with respect to any distribution or allocation of any Service Award.

9 **3.7 Settlement Administration Expenses.** Subject to Court approval, the Settlement

10 Administrator shall pay to itself all reasonable Settlement Administration Expenses from the
11 Settlement Fund to provide Class notice and fully administer this Settlement Agreement. The
12 Settlement Administration Expenses for administering this Settlement Agreement shall not
13 exceed \$250,000.00.

14 **3.8 Distribution from the Settlement Fund.** Within 75 days after the Effective Date,

15 distributions from Settlement Fund shall be made (1) to each Participating Class Member for
16 their Settlement Awards; (2) to Plaintiff Dutcher for his Service Award; and (3) to the Settlement
17 Administrator for its Settlement Administration Expenses. Distributions from Settlement Fund
18 to Class Counsel for the full amount of reasonable and actual Attorneys' Fees and Expenses, if
19 approved by the Court, will be made in accordance with paragraph 10.2 below.

20 **3.9 Residual Distribution Deadline, *Cy pres* beneficiary, Costs and**

21 **Documentation.** If a check issued to a Settlement Class Member is not cashed within one
22 hundred and eighty (180) days after the date of issuance, such funds shall revert to the Legal Aid
23 Association of California, a non-sectarian, not-for-profit organization that principally operates in
24 California, or another non-sectarian, not-for-profit organization(s) recommended by Class
25 Counsel and Defendants, and as approved by the Court. No later than 195 days after the
26 Settlement Administrator has distributed all deliverable Settlement Awards, the Settlement
27 Administrator shall pay over any residual to the *cy pres* beneficiary designated by the process
28 described above. The Settlement Administrator shall provide a declaration of payment to the *cy*

1 *pres* beneficiary, which will be served on Class Counsel no later than 30 days after the payment
2 of the residual to such beneficiary. Class Counsel shall timely file the declaration from the
3 Settlement Administrator regarding the distribution of the Net Settlement Fund and any residual
4 funds with the Court.

5 **4. SUBMISSION FOR PRELIMINARY APPROVAL**

6 **4.1 Cooperation to Obtain Court Approval.** The Parties agree to fully cooperate
7 with each other to accomplish the terms of this Settlement Agreement, including but not limited
8 to, executing such documents and taking such other action as may reasonably be necessary to
9 implement the terms of this Settlement Agreement. The Parties shall use their best efforts,
10 including all efforts contemplated by this Settlement Agreement and any other efforts that may
11 become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and
12 the terms set forth herein. As soon as practicable after execution of this Settlement Agreement,
13 Class Counsel shall, with the assistance and cooperation of Google and its counsel, take all
14 necessary steps to secure the Court's preliminary and final approval of this Settlement
15 Agreement.

16 **4.2 Preliminary Approval Motion.** Class Counsel shall submit this Agreement to
17 the Court and request that the Court enter Preliminary Approval Order in a form mutually agreed
18 to by the Parties. The Parties shall cooperate with each other in preparing all papers supporting
19 Settlement approval.

20 **5. NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

21 **5.1 Notice.** Subject to the Court entering the proposed Preliminary Approval Order,
22 the Parties agree that the Settlement Administrator will provide the Class with notice of the
23 Settlement Agreement by the following methods.

24 **(a) Class Data.** No later than 14 days after the entry of the Preliminary
25 Approval Order, Google shall provide contact information for the Class to the Settlement
26 Administrator (the "Class List"). This Class List is confidential and shall not be used for any
27 other purposes beyond providing notice to the Settlement Class and assisting with the
28 determination of valid claims. Class Counsel's assent to this Agreement shall constitute consent

1 on behalf of each and every member of the Settlement Class as defined herein to disclose this
2 information as stated in this paragraph.

3 **(b) Settlement Website.** No later than 14 calendar days after entry of the
4 Preliminary Approval Order, the Settlement Administrator will create and operate a publicly
5 accessible website solely for the purposes of providing the Class notice of the Settlement and
6 for allowing electronic submission of Requests for Exclusion. The Settlement Website will
7 contain the Long-Form Notice, Frequently Asked Questions regarding the Settlement
8 Agreement and approval process, the First Amended Complaint, the Preliminary Approval
9 Order, and other Lawsuit documents agreed upon by the Parties. Subject to Court approval, the
10 Long-Form Notice will be agreed upon by both parties. The Parties will jointly provide the
11 Settlement Administrator with the content required for the Settlement Website. The Settlement
12 Website will remain active until all Settlement Funds have been distributed.

13 **(c) Email Notice.** No later than 28 calendar days after entry of the
14 Preliminary Approval Order, the Settlement Administrator shall send the Email Notice to Class
15 Members at the most recent email address for the Class Members that is contained in Google's
16 records. Subject to Court approval, Email Notice will be agreed upon by both parties, and will
17 provide the web address of the Settlement Website and a mailing address to contact the
18 Settlement Administrator. The Settlement Administrator shall calculate the percentage of emails
19 that are hard bounces, i.e., permanently undeliverable, and shall provide the Parties with a
20 report of the percentage and number of hard bounces within 5 calendar days after the
21 completion of the Email Notice campaign. For emails that bounce back because of an incorrect
22 address, the Settlement Administrator shall promptly attempt to skip trace an updated e-mail
23 address and resend the Email Notice if an updated email address is found.

24 **(d) Automated, Toll-free, Telephone Support.** No later than 14 days after
25 entry of the Preliminary Approval Order, the Settlement Administrator will secure and operate a
26 toll-free automated telephone support system whereby Class Members can access information
27 about the Settlement Agreement and the Settlement Administrator can receive requests for
28

1 Email Notice. The Parties will jointly provide the Settlement Administrator with the script for
2 the content and menu of the automated, toll-free telephone support system.

3 **5.2 Proof of Notice.** No later than 5 days before the filing date for Plaintiff's motion
4 in support of the Final Order and Judgment, the Settlement Administrator must serve a
5 declaration(s) on Class Counsel and Google's Counsel confirming that the Settlement
6 Administrator provided the Class with notice of the Settlement Agreement in accordance with
7 paragraph 5.1.

8 **6. SETTLEMENT CLASS MEMBERS' RIGHT OF EXCLUSION**

9 **6.1** A Class Member may elect not to be part of the Class and not to be bound by this
10 Agreement. To make this election, Class Members must each submit, by mail or on the
11 Settlement Website, an individual stand-alone, written exclusion request to the Settlement
12 Administrator stating (a) the name of the Lawsuit, "Dutcher v. Google LLC"; (b) the full name,
13 address, and email address of the person requesting exclusion; and (c) a clear statement that
14 he/she does not wish to participate in the Settlement, postmarked or submitted no later than
15 11:59 p.m. Pacific Time on or before the Objection and Exclusion Deadline. Class Members may
16 not request exclusion and raise a valid, written objection to the Settlement Agreement. If a Class
17 Member submits both, the Settlement Administrator will treat the submissions as a request for
18 exclusion and process them accordingly.

19 **6.2** The Parties shall have the right to challenge the timeliness and validity of any
20 Request for Exclusion. The Settlement Administrator shall determine whether any contested
21 Request for Exclusion is valid.

22 **6.3** The Settlement Administrator shall (a) date stamp all original requests for
23 exclusion, objections to the Settlement that it receives; and (b) serve copies on Class Counsel and
24 Google's Counsel no later than 5 business days after the Objection and Exclusion Deadline.

25 **6.4** Termination Based On Opt-Outs. If the number of Persons validly requesting
26 exclusion exceeds the number set forth in the confidential Attachment A hereto, then Defendants
27 may, after meeting and conferring in good faith with Class Counsel, notify Class Counsel in
28 writing that they have elected to terminate this Settlement Agreement. Such notification of intent

1 to terminate the Settlement Agreement must be provided within twenty-one (21) days of the date
2 that the Exclusion List is provided to the Parties by the Settlement Administrator. If this
3 Settlement Agreement is terminated, it will be deemed null and void ab initio and Section 16.17
4 below will apply.

5 **7. OBJECTIONS**

6 **7.1** Any Class Member who does not submit a valid and timely Request for Exclusion
7 may object to the fairness, reasonableness, or adequacy of this Agreement. Such Class Member
8 may not seek to exclude themselves from the Settlement Class and submit an Objection to this
9 Agreement.

10 **7.2** Any Class Member who wishes to object to any aspect of this Agreement must
11 file a written statement of the objection(s) with the Court by the Objection and Exclusion
12 Deadline. The written statement of the objection(s) must (i) identify the case name and number,
13 (ii) state the Settlement Class Member's full name, address, email address, and telephone
14 number; (iii) include the full name, address, telephone number, and email address of the
15 Objector's counsel (if any); (iv) state whether the objection applies only to the objector or to
16 others; (v) state with specificity each objection; (vi) state whether the Objector intends to appear
17 in person or through counsel at the Final Approval Hearing, and (vii) be verified by an
18 accompanying declaration submitted under penalty of perjury or a sworn affidavit attesting that
19 the Objector is a member of the Settlement Class.

20 **7.3** Settlement Class Members may raise an objection either on their own or through
21 an attorney hired at their own expense. If a Settlement Class Member retains an attorney other
22 than Settlement Class Counsel to represent him or her, the attorney must, no later than twenty-
23 one (21) days before the Final Approval Hearing or as the Court otherwise may direct, file a
24 notice of appearance with the Court. If a Settlement Class Member makes an Objection through
25 an attorney, that Settlement Class Member shall be solely responsible for his or her attorney's
26 fees and costs unless the Court orders otherwise.

27 **7.4** A Settlement Class Member who has submitted a timely written Objection may
28 attend the Final Approval Hearing at his or her own expense.

1 **7.5** Objections must be submitted by the Objection and Exclusion Deadline.

2 **7.6** All written objections must be (a) submitted to the Court either by mailing them
3 to the Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street,
4 San Jose, California 95113, or by filing them in person at the same location, and (b) also be
5 mailed or emailed to the Settlement Administrator. Objections must be filed and/or emailed by
6 no later than 11:59 p.m. Pacific Time on or before the Objection and Exclusion Deadline and
7 must be postmarked by no later than the Objection and Exclusion Deadline. The delivery date is
8 deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark.
9 Written objections must include: (a) the name of the Lawsuit, "Dutcher et al. v. Google LLC";
10 (b) the full name, address, and email address of the person objecting; (c) the words "Notice of
11 Objection," "Formal Objection" or words to that effect; and (d) in clear and concise terms, the
12 legal and factual arguments supporting the objection, including an attestation of facts
13 demonstrating that the person objecting is a Class Member, and any supporting documentation.

14 **8. SETTLEMENT ADMINISTRATION**

15 **8.1 Duties of Settlement Administrator.** The Settlement Administrator, in
16 conjunction with the Escrow Agent, will perform the functions specified in this Agreement,
17 including, but not limited to, overseeing administration of the Settlement Fund; coordinating
18 Notice to Settlement Class Members; establishing and operating the Settlement Website and a
19 toll-free number; administering the claims processes; and distributing Settlement Payments
20 according to the processes and criteria set forth herein. In addition to other responsibilities that
21 are described in this Agreement, the duties of the Settlement Administrator include: Effecting
22 Notice in accordance with the procedures set forth herein; Establishing and maintaining the
23 Settlement Website that, among other things, allows Settlement Class Members to submit Claims
24 electronically; Establishing and maintaining a toll-free telephone line for Settlement Class
25 Members to call with Settlement-related inquiries, and answering the questions of Settlement
26 Class Members who call with or otherwise communicate such inquiries; Responding to any
27 mailed or emailed Settlement Class Member inquiries; Processing all Requests for Exclusion
28 from the Settlement Class; Providing weekly reports that summarize the number of Requests for

1 Exclusion received that week, the total number of Requests for Exclusion to date, and other
2 pertinent information as requested by Settlement Class Counsel and/or Defendants' Counsel;
3 Before the Final Approval Hearing, reviewing, determining the validity of, and processing all
4 Claims submitted by Settlement Class Members, as set out in Section 3; and preparing affidavits
5 to submit to the Court that: (i) attest to implementation of the Notice Plan in accordance with the
6 Preliminary Approval Order; and (ii) identify each member of the Settlement Class who timely
7 and properly provided written Requests for Exclusion; Providing any information as may be
8 needed for a post-distribution accounting as set forth in the Santa Clara Superior Court or
9 Procedural Guidance for Class Action Settlements or similar guidance; Verifying that Settlement
10 Payments have been distributed in accordance with this Agreement; and Performing CAFA
11 notice and any and all other reasonable and necessary tasks.

12 **9. SUBMISSION FOR FINAL APPROVAL**

13 **9.1** Prior to the Final Approval Hearing and consistent with the rules imposed by the
14 Court and applicable law, Plaintiff Dutcher shall move the Court for entry of the Final Order and
15 Judgment and, at the same time, move the Court for an award of Attorneys' Fees and Expenses
16 and Service Awards. To the extent possible, the motion seeking order granting Attorneys' Fees
17 and Expenses and Service Awards shall be noticed for the same day as the Final Approval
18 Hearing. The Parties shall take all reasonable efforts to secure entry of the Final Approval Order.

19 **9.2** The Final Approval Hearing shall be held no later than 45 calendar days after the
20 Claims Deadline, or as soon thereafter as is convenient for and permitted by the Court.

21 **10. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS**

22 **10.1** Class Counsel may apply to the Court for an award of attorneys' fees and
23 expenses to be heard at the same time as the Motion for Final Approval. Any Attorneys' Fees
24 and Expenses approved by the Court will be paid out of the Settlement Fund, as specified in
25 paragraph 10.2 below. It is not a condition of this Settlement that any particular Attorneys' Fees
26 and Expenses be approved by the Court, or that such fees and expenses be approved at all, and
27 the finality and effectiveness of the Settlement will not be dependent on the Court awarding any
28 particular amount of the Attorneys' Fees and Expenses or the Service Awards. Defendants

1 expressly reserve the right to oppose any motion seeking Attorneys' Fees and Expenses.

2 **10.2** The Fee Award shall be payable by the Settlement Administrator to Class Counsel
3 within ten (10) calendar days after entry of the Court's Final Order and Judgment, subject to
4 Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the
5 "Undertaking") attached hereto as **Exhibit E**, and providing all payment routing information and
6 tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made from the
7 Settlement Fund by wire transfer to Bursor & Fisher, P.A., in accordance with wire instructions
8 to be provided by Bursor & Fisher, P.A., and completion of necessary forms, including but not
9 limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is
10 reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to
11 the Defendants plus interest. Additionally, should any parties to the Undertaking dissolve, merge,
12 declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Class
13 Members, those parties shall execute a new undertaking guaranteeing repayment of funds within
14 14 days of such an occurrence.

15 **10.3** Class Counsel's motion for attorneys' fees and expenses shall be posted on the
16 Settlement Website. In the motion for preliminary approval of the Settlement and supporting
17 papers, Class Counsel will specify the maximum amount of the Settlement Fund they will seek
18 from the Court as attorneys' fees, as well as the total amount of expenses (or best estimates for
19 expenses not yet charged) for which reimbursement will be sought. These amounts will also be
20 disclosed in the Notice, which shall be posted on the Settlement Website.

21 **10.4** Any order or proceeding relating to the amount of any award of attorneys' fees or
22 expenses, or any appeal from any order relating thereto, or reversal or modification thereof, shall
23 not operate to modify, terminate, or cancel this Settlement Agreement, or affect or delay the
24 finality of the Final Order and Judgment or Effective Date, except that any modification, order,
25 or judgment cannot result in Defendants' overall obligations exceeding the Settlement Fund as
26 specified in paragraph 3.1.

27 **10.5** Defendants shall have no responsibility for or liability whatsoever with respect to
28 any distribution or allocation of any Fee Award.

1 **10.6** Except as otherwise provided in this section, each Party will bear its own costs,
2 including attorneys' fees, incurred in connection with the Action.

3 **11. ENTRY OF JUDGMENT AND RELEASES**

4 **11.1 Judgment and Enforcement.** The Parties agree that should the Court grant final
5 approval of the proposed settlement and enter judgment, the judgment shall include a provision
6 for the retention of the Court's jurisdiction over the Parties to enforce the terms of the judgment.

7 **11.2 Class Members' Release.** Upon entry of the Final Order and Judgment following
8 the Final Approval Hearing, all Class Members who have not timely requested exclusion
9 pursuant to Section 6.1, and each of their successors, assigns, heirs, and personal representatives,
10 release, forever discharge, will not in any manner pursue this action, and will be forever barred
11 from asserting, instituting, or maintaining against the Released Parties any and all Released
12 Claims, as defined in this Agreement.

13 The Parties, including Plaintiff, fully understand that the facts on which this Settlement
14 Agreement is executed may be different from the facts now believed by the Parties and their
15 counsel to be true. The Parties expressly accept and assume the risk of this possible difference in
16 facts and agree that this Settlement Agreement remains effective despite any difference in facts.
17 The Parties intend to hereby fully, finally, and forever settle this Action and release all of the
18 Released Claims, known or unknown, existing or potential or that hereafter may exist or might
19 have existed, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal,
20 statutory, or equitable, that the Releasing Parties have against the Releasees. In furtherance of
21 such intention, the release provided herein shall be and remain in effect as a full and complete
22 release of the Released Claims notwithstanding the discovery or existence of any such additional
23 different claims or facts.

24 The Parties stipulate and agree that, upon the Effective Date, Releasing Parties expressly,
25 shall knowingly, and voluntarily waive and relinquish, to the fullest extent permitted by law, the
26 provisions, rights, and benefits of California Civil Code § 1542 (and all other similar provisions
27 of federal and state law) to the full extent that these provisions may be applicable to this release.
28

1 The Parties further agree that this waiver is an essential and material term for this Settlement.

2 The Releasing Parties understand that California Civil Code § 1542 provides:

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

8 The Releasing Parties waive any and all provisions, rights, and benefits conferred by any
9 law of any state or territory of the United States, or principle of common law, or the law of any
10 jurisdiction outside of the United States, which is similar, comparable, or equivalent to Section
11 1542 of the California Civil Code, except those Claims that are not releasable under the law or
12 any claims or defenses arising from enforcement of this Agreement.

13 Actions bringing a claim released by this Agreement (the Released Claims) will
14 constitute a breach of this Settlement Agreement.

15 **12. EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT**

16 **12.1** This Agreement shall be the sole and exclusive remedy for any and all Released
17 Claims. Upon the Effective Date, each Releasing Party shall be barred from initiating, asserting,
18 or prosecuting any Released Claims against Defendants or other Released Parties. If any
19 Releasing Party attempts to prosecute an action in contravention of the Final Order and Judgment
20 and this Agreement, counsel for any of the Parties may forward this Agreement and the Final
21 Order and Judgment to such Releasing Party and advise him, her, or it of the release provided
22 pursuant to this Agreement.

23 **12.2** Upon entry of Final Order and Judgment, the Action shall be dismissed with
24 prejudice.

25 **12.3** Before pursuing relief or submitting any dispute relating to this Agreement or the
26 Action to the Court, the Parties agree to mediate the dispute before filing any claim or initiating
27 any court proceeding.

28 **12.4** The Court shall retain exclusive jurisdiction to enforce, interpret, and implement

1 the Settlement Agreement, including any dispute, action, suit or proceeding arising out of or
2 related to this Agreement.

3 **13. SUCCESSORS AND ASSIGNS**

4 **13.1** This Agreement and the obligations and benefits of this Agreement will be
5 binding upon and inure to the benefit of, and be enforceable by and against, each of the Parties
6 and their respective successors and assigns. The Parties have an affirmative duty to ensure that
7 this Agreement and the obligations and benefits of this Agreement will be binding upon and
8 inure to the benefit of, and be enforceable by and against, each of the Parties and their respective
9 successors and assigns.

10 **14. TERMINATION OF THE AGREEMENT**

11 **14.1** The performance of this Agreement is expressly contingent upon achieving the
12 Effective Date. This includes both (i) the entry of the Preliminary Approval Order approving this
13 Agreement, the Notice Plan, and the Final Order and Judgment approving this Agreement, and
14 the expiration of all appeal periods and appeal rights without modification to the Final Order and
15 Judgment that any Party deems material. If the Court fails to issue either (i) the Preliminary
16 Approval Order or (ii) the Final Order and Judgment approving this Agreement without
17 modification that any Party deems material following conclusion of the Final Approval Hearing.

18 **14.2** If the Court orders additions or modifications to this Agreement deemed material
19 by any Party, the Parties will each have the right to terminate the Settlement Agreement within
20 fourteen (14) days from the date of the Court's order or proposal. If the other Party contests the
21 materiality of the addition or modification to the Agreement, the Parties shall mediate the issue
22 before a Person to whom the Parties mutually agree. If any Party elects to terminate the
23 Settlement Agreement pursuant to this section, the Agreement will be deemed null and void ab
24 initio and the provisions of paragraph 14.5 will apply.

25 **14.3** If the Final Order and Judgment is vacated, modified in a manner deemed
26 material by any Party, or reversed, in whole or in part, this Agreement will be deemed
27 terminated, unless all Parties who are adversely affected thereby, within 14 days of receipt of
28 such ruling, agree in writing to proceed with this Agreement as modified by the Court or on

1 appeal.

2 **14.4** Notwithstanding the foregoing, Plaintiff Dutcher and/or Class Counsel will not be
3 entitled to terminate this Settlement Agreement based on any order relating to Class Counsel's
4 anticipated motion for Attorneys' Fees and Expenses or motion for Service Awards, nor any
5 appeal from such order or reversal or modification thereof.

6 **14.5** If this Agreement is deemed terminated pursuant to any provision, it will have no
7 force or effect whatsoever, shall be null and void, and will not be admissible as evidence for any
8 purpose in any pending or future litigation in any jurisdiction.

9 **15. CONFIDENTIALITY**

10 **15.1** Other than responses to inquiries from governmental entities or as necessary to
11 comply with federal and state tax and securities laws, no Party shall initiate any publicity relating
12 to or make any public comment regarding this Agreement until a motion seeking Preliminary
13 Approval Order is filed with the Court.

14 **15.2** Unless and until all Parties execute this Agreement and present it to the Court in a
15 motion seeking Preliminary Approval Order, the Parties agree that all terms of this Agreement
16 will remain confidential and subject to Cal. Evidence Code section 1152.

17 **16. MISCELLANEOUS PROVISIONS**

18 **16.1** This Agreement, including all attached exhibits, shall constitute the entire
19 agreement among the Parties (and covering the Settlement Class) with regard to the subject
20 matter of this Agreement and shall supersede any previous agreements and understandings
21 between the Parties. The Parties are not relying on any statements or representations that are not
22 contained in this Agreement.

23 **16.2** Each Party represents and warrants that it enters into this Agreement of his, her,
24 or its own free will. Each Party is relying solely on its own judgment and knowledge and is not
25 relying on any statement or representation made by any other Party or any other Party's agents or
26 attorneys concerning the subject matter, basis, or effect of this Agreement.

27 **16.3** The Parties acknowledge that (a) any certification of the Settlement Class as set
28 forth in this Agreement, including certification of the Settlement Class for settlement purposes in

1 the context of Preliminary Approval, shall not be deemed a concession that certification of a
2 litigation class is appropriate, or that the Settlement Class definition would be appropriate for a
3 litigation class, nor would Defendants be precluded from challenging class certification in further
4 proceedings in the Action or in any other action if the Settlement Agreement is not finalized or
5 finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any
6 reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the
7 Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion
8 will be asserted in any litigated certification proceedings in the Action or in any other action; and
9 (c) no agreements made by or entered into by Defendants in connection with the Settlement may
10 be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of
11 the elements of class certification in any litigated certification proceedings, whether in the Action
12 or any other judicial proceeding.

13 **16.4** This Agreement has been negotiated at arm's length by Class Counsel and
14 Defendants' Counsel. In the event of any dispute arising out of this Agreement, or in any
15 proceeding to enforce any of the terms of this Agreement, no Party shall be deemed to be the
16 drafter of this Agreement or of any particular provision or provisions, and no part of this
17 Agreement shall be construed against any Party on the basis of that Party's identity as the drafter
18 of any part of this Agreement.

19 **16.5** The Parties execute this Agreement freely and voluntarily and without acting
20 under any duress or in reliance upon any threat by or on behalf of the other Party. Each Party has
21 consulted with or has had an opportunity to consult with counsel of its own choice about the
22 legal effect of entering into this Agreement, and executes this Agreement being fully informed as
23 to its terms, content, and legal effect.

24 **16.6** The Parties agree to work in good faith to effectuate this Agreement. The Parties
25 agree to cooperate fully and to take all additional action that may be necessary or appropriate to
26 give full force and effect to the terms and intent of this Agreement. Defendants' Counsel will be
27 provided with copies of the motions for preliminary approval and final approval papers at least 7
28 days prior to filing, unless otherwise agreed to in writing by Defendants' Counsel.

1 **16.7** The headings of the sections of this Agreement are included for convenience only
2 and shall not be deemed to constitute part of this Agreement or to affect its construction.

3 **16.8** This Agreement shall be interpreted, enforced, construed and controlled by the
4 laws of the State of California, without reference to principles of conflicts of law or choice of
5 law provisions.

6 **16.9** The invalidity or unenforceability of any provision of this Agreement other than
7 the Release in Section 11.2 shall not affect the validity or enforceability of any other provision. If
8 any provision (or part of a provision) of this Agreement is found to be invalid, illegal, or
9 unenforceable, the rest of the Agreement shall remain in effect, unless any Party deems the
10 invalid or unenforceable provision material to the Agreement in which case the Parties will
11 follow the procedure set out in paragraph 14.2.

12 **16.10** The Released Parties shall have the right to file the Settlement Agreement and/or
13 the Final Order and Judgment in any action that may be brought against them in order to support
14 a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good
15 faith settlement, judgment bar, reduction, or any theory of claim preclusion or issue preclusion or
16 similar defense or counterclaim.

17 **16.11** The following specific prohibitions shall apply to the Settlement Agreement:

- 18 (a) No Assignment: The Settlement Agreement, including any of the rights and
19 duties of each Party under the Agreement, may not be assigned without prior
20 written approval by the other Parties.
- 21 (b) No Waiver: No Party will be treated as having waived any rights or
22 privileges, including the attorney-client privilege, as a result of the
23 Settlement Agreement. Additionally, a waiver of any breach of the
24 Settlement Agreement by any Party shall not be deemed to be a waiver by
25 any Party of any other breach of the Agreement.
- 26 (a) No Third-Party Beneficiaries: The Settlement Agreement does not confer
27 any benefits on any third party.

28 **16.12** This Agreement may be executed by the Parties in counterparts and exchanged by

electronic means, including facsimile, PDF, and other electronic means, with the same effect as if all Parties had signed the same instrument.

16.13 Any amendment must be in writing, signed by the Parties, and expressly state that it is amending the Settlement Agreement.

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

16.15 Any notice, instruction, court filing, or other document to be given by any Party to any other Party shall be in writing and sent by email, delivered personally or sent by registered or certified mail, postage prepaid, or overnight delivery service to the respective representatives identified below or to other recipients as the Court may specify. As of the date of this Agreement, these respective representatives are as follows:

For the Settlement Class:

Neal J. Deckant
ndeckant@bursor.com
Julia K. Venditti
jvenditti@bursor.com
1990 North California Blvd., 9th Floor
Walnut Creek, CA 94596
Tel: (925) 300-4455

For Defendants:

Amit Q. Gressel
WILSON SONSINI GOODRICH & ROSATI
One Market Plaza
Spear Tower, Suite 3300
San Francisco, CA 94105
Tel: 415.947.2087
Email: agressel@wsgr.com

If the identity of the person(s) to be notified for any party changes or their address changes, that party shall notify all other Parties of said change in writing.

16.16 This Agreement shall be dissolved, and shall be null and void, if the Parties do not

execute this Agreement, if the Court does not preliminarily or finally approve this Agreement, or if this Agreement does not become final and effective due to any ruling on any appeals or remand from any appeals. If the Court does not approve this Agreement in its entirety, or if the approval is not upheld in its entirety on any appeals and remand from any appeals, this Agreement cannot be enforced against any Party.

16.17 The Parties each represent and warrant that they have not sold, assigned, transferred, conveyed, subrogated, or otherwise disposed of any claim or demand covered by this Agreement. If a Releasing Party has sold, assigned, transferred, conveyed, subrogated, or otherwise disposed of any claim or demand, the Person that acquired such claim or demand is bound by the terms of this Agreement to the same extent as the Releasing Party would have been but for the sale, assignment, transfer, conveyance, or other disposition.

16.18 Each Person who executes this Agreement represents and warrants that such Person has all the requisite authority, has obtained all necessary approvals to do so, and that they are duly authorized to execute this Agreement on behalf of the Parties they purport to represent.

The Parties have agreed to the terms of this Settlement Agreement and have signed below.

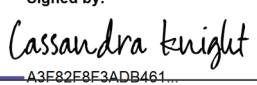
Dated: May 13, 2026

LANCE DUTCHER

By: 
Lance Dutcher (May 13, 2026 11:29:32 PDT)
 Lance Dutcher, individually and as Class Representative

Dated: May 13, 2026

GOOGLE LLC & YOUTUBE LLC

Signed by:
 By: 
A3F82F8F3ADB461...
 Name: Cassandra Knight
 Title: VP Legal

Approved as to Form:

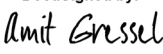
Dated: May 13, 2026

BURSOR & FISHER, P.A.

By: 
Neal J. Deckant

Dated: May 13, 2026

WILSON SONSINI GOODRICH & ROSATI, P.C.

DocuSigned by:

By: 
Amit Q. Gressel
Counsel for Defendants

Attachment A

Pursuant to Paragraph 6.4 of the Agreement, copied below for reference, the number of Persons to validly request exclusion is 7,500.

6.4 Termination Based On Opt-Outs. If the number of Persons validly requesting exclusion exceeds the number set forth in the confidential Attachment A hereto, then Defendants may, after meeting and conferring in good faith with Settlement Class Counsel, notify Settlement Class Counsel in writing that they have elected to terminate this Settlement Agreement. Such notification of intent to terminate the Settlement Agreement must be provided within twenty-one (21) days of the date that the Exclusion List is provided to the Parties by the Settlement Administrator. If this Settlement Agreement is terminated, it will be deemed null and void ab initio and Section 14.5 below will apply.

ClassAction.org

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