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

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

17 Plaintiffs,

18 v.

19 META PLATFORMS, INC.,

20 Defendant.

Case No. 3:18-cv-6793-JD

**PLAINTIFFS' NOTICE OF
MOTION, MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
AND MEMORANDUM OF POINTS
AND AUTHORITIES**

Date: September 29, 2022

Time: 10 a.m.

Place: Courtroom 11, San Francisco, 19th
Floor

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NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE that on **Thursday, September 29, 2022, at 10:00 a.m.**, or as soon thereafter as this matter may be heard, in Courtroom 11, before the Honorable James Donato, Plaintiffs Brendan Lundy, Elizabeth Childers, Myriah Watkins, Michelle Agnitti, and Robin Hodge (“Plaintiffs” or “Settlement Class Representatives”) respectfully move this Court to preliminarily approve the Settlement reached in this case, the terms of which are more specifically described in the Memorandum and Points of Authority filed in support of this Motion.

Plaintiffs request that the Court enter the proposed Preliminary Approval Order and:

1. Preliminarily approve the Settlement;
2. Preliminarily certify the Settlement Class;
3. Appoint Brendan Lundy, Elizabeth Childers, Myriah Watkins, Michelle Agnitti, and Robin Hodge as the Settlement Class Representatives;
4. Appoint Sabita J. Soneji of Tycko & Zavareei LLP and Barrett J. Vahle of Stueve Siegel Hanson LLP as Settlement Class Counsel;
5. Appoint Angeion Group LLP as the Settlement Administrator and direct it to carry out the duties assigned to it in the Settlement Agreement;
6. Approve the proposed Notice Plan and direct that Class Notice be distributed to the Settlement Class;
7. Approve the proposed Claim Form and the proposed procedures for submitting Claims, objecting to the Settlement, and requesting exclusion; and
8. Schedule a Final Approval Hearing.

This Motion is based upon this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Settlement Agreement and exhibits thereto (Ex. 1) and the Declaration of Class Counsel (Ex. 2), the pleadings and papers on file in this Action, and any other such evidence and argument as the Court may consider. Defendant Meta Platforms, Inc. does not oppose the relief requested in this motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF ARGUMENT

Plaintiffs Lundy, Childers, Watkins, Agnitti, and Hodge (the “Settlement Class Representatives”), individually and on behalf of the proposed Settlement Class,¹ seek preliminary approval of a proposed Settlement of claims against Defendant Meta Platforms, Inc. (“Meta” or “Defendant”) concerning Meta’s Facebook application (“Facebook”). The Settlement Agreement, if approved, will create a \$37,500,000 Common Fund and will resolve the claims of Plaintiffs and the Settlement Class Members who turned off Location Services on their devices when accessing the Facebook app but whose location was nonetheless inferred by Facebook using their IP addresses in contravention of Facebook’s own policies in effect during the Class Period.

The proposed Settlement should be preliminarily approved because the terms are fair, reasonable, and adequate. The Settlement Agreement creates a non-reversionary Common Fund that will be distributed to Settlement Class Members who make claims on a *pro rata* basis, thus providing valuable relief to the Settlement Class Members. Per the Ninth Circuit in *Briseno v. Henderson*, 998 F.3d 1014, 1026-28 (9th Cir. 2021), the Settlement provides adequate compensation for the class, provides that no portion of the settlement fund will revert to Meta, and does not include a clear sailing provision. Considering the substantial and meaningful cash benefits conferred upon Settlement Class Members and the significant risks faced through continued litigation, the terms of the Settlement are “fair, reasonable, and adequate” in accordance with Federal Rule of Civil Procedure 23(e)(2).

Accordingly, the Settlement Class Representatives request that the Court (1) preliminarily approve the proposed Settlement, (2) certify the Settlement Class for settlement purposes only, (3) appoint Plaintiffs Lundy, Childers, Watkins, Agnitti, and Hodge as Settlement Class Representatives, (4) appoint Sabita J. Soneji of Tycko & Zavareei LLP and Barrett J. Vahle of Stueve Siegel Hanson LLP as Class Counsel, (5) order that Class Notice be distributed to the Settlement Class, and (6) schedule a Final Approval Hearing. In support

¹ Unless otherwise specifically defined herein, all capitalized terms have the same meanings as those set forth in the Parties’ Settlement Agreement (“SA”), attached as Exhibit 1.

1 of this Motion, Plaintiffs submit the following exhibits: the Settlement Agreement and exhibits thereto² (Ex.
2 1) and the Declaration of Class Counsel (Ex. 2) (“Counsel Decl.”). Meta does not oppose the relief sought
3 in this Motion.

4 **II. FACTUAL AND PROCEDURAL BACKGROUND**

5 The excellent result of this Settlement is due to several years of hard and strategic work by Plaintiffs
6 and Class Counsel, which included the consolidation of two class actions, briefing four motions to dismiss
7 between the two actions ultimately resulting in denial of the motion to dismiss the operative complaint, and
8 hard-fought discovery resulting in the production and review of over 100,000 pages of internal Facebook
9 documents.

10 In November 2018, Plaintiffs Brendan Lundy and Myriah Watkins initiated a class action lawsuit in
11 this Court asserting privacy, consumer protection, and fraud claims based on Facebook’s practice collecting
12 and inferring location data from their IP address despite their choice to turn off Location Services when
13 using the Facebook app on their phones. Doc. *See* Doc. 1, Class Action Complaint (filed Nov. 8, 2018). After
14 Meta moved to dismiss in March 2019 (Doc. 48), Plaintiffs amended their Complaint on September 27, 2019,
15 specifically adding a breach of contract claim centered on the contractual representation in Facebook’s
16 Effective Privacy Policy that it would not collect location information “depending on the permissions you’ve
17 granted.” Doc. 80 (“FAC”).

18 Concurrently, Class Counsel were litigating a sister case entitled *Heeger v. Facebook, Inc.*, Case No. 3:18-
19 cv-06399, Doc. 1 (filed first on October 19, 2018), which alleged privacy claims based on the improper
20 collection and use of IP addresses. Meta moved to dismiss *Heeger* in January 2019 (*Heeger* Doc. 26) and a
21 hearing was held on April 18, 2019, at which the Court ordered discovery to proceed while the Court took
22 the motion under advisement (*Heeger* Doc. 41). In May 2019, Plaintiff Heeger served initial document requests
23 and interrogatories, as did Meta. The Parties also negotiated a Protective Order, Rule 502(d) Order, and ESI
24 Protocol – which included submitting a joint letter detailing the contested issues before the Court. Counsel

25
26 ² The Settlement Agreement attaches the following exhibits: Proposed Preliminary Approval Order (Ex. A);
27 Settlement Administration Protocol & Notice Plan as set forth in the Declaration of Steven Weisbrot on
28 behalf of the proposed Settlement Administrator (Angeion Group LLP) (Ex. B) (“Admin. Decl.”); Summary
Notice (Ex. C); Long Form Class Notice (Ex. D); and Claim Form (Ex. E).

1 Decl. ¶ 10; *Heeger* Docs. 48 (Rule 502(d) Order); 49 (ESI Protocol); 50 (Joint Discovery Letter Regarding
2 Protective Order); 51 (Order on Protective Order); 55 (Stipulated Proposed Protective Order). Throughout
3 the Fall of 2019, the Parties exchanged multiple meet and confer letters and conducted numerous calls to
4 negotiate discovery, culminating in discovery letters filed in front of the Court. Counsel Decl. ¶ 11; Docs. 65,
5 68, 69.

6 In October 2019, the *Heeger* and *Lundy* actions were related in front of this Court. *Heeger* Doc. 62. In
7 November 2019, Meta moved to dismiss *Lundy*'s FAC. Doc. 82. On December 27, 2019, the Court issued
8 an order granting in part and denying in part Meta's motion to dismiss the *Heeger* Complaint but did not rule
9 in *Lundy*. *Heeger* Doc. 70. Plaintiff Heeger then filed a First Amended Complaint on February 10, 2020, adding
10 three named plaintiffs and amending the privacy-related allegations. *Heeger* Doc. 74. On March 6, 2020, Meta
11 moved to dismiss the *Heeger* FAC, and briefing concluded in April 2020. *Heeger* Docs. 76, 80, 81, 82, 83.

12 While Meta's motions to dismiss *Lundy* and *Heeger* were pending, the Parties continued to conduct
13 discovery. Given the relation of the cases, discovery was coordinated – with the *Lundy* case adopting the
14 Protective Order and ESI Protocol negotiated in *Heeger* (Doc. 120), as well as the document requests and
15 interrogatories in *Heeger*. Counsel Decl. ¶ 14. Throughout the summer and fall of 2020, the Parties conferred
16 on numerous occasions, served additional discovery, exchanged multiple rounds of discovery
17 correspondence, and worked to negotiate search terms and custodians. *Id.* ¶ 15.

18 On December 24, 2020, the Court dismissed *Heeger* in its entirety for lack of Article III standing and
19 granted in part and denied in part Meta's motion to dismiss *Lundy*. Doc. 130 at 9, 15. The Court found that
20 Article III standing existed in *Lundy* but dismissed all claims under Rule 12(b)(6) with leave to amend. *Id.* at
21 9-15. On January 21, 2021, *Heeger* Plaintiff Childers joined the *Lundy* Plaintiffs to file a Second Amended
22 Class Action Complaint ("SAC"), adding putative class representatives Hodge and Agnitti, omitting the
23 previously-pled privacy claims, and amending the allegations to focus on contract, fraud, and unjust
24 enrichment claims. Doc. 132, SAC.³ Specifically, the SAC alleged that Facebook improperly collected
25 Plaintiffs' IP addresses and used those IP addresses to infer Plaintiffs' location in contravention of
26

27 ³ The SAC is the operative complaint in this case.

1 Facebook's own policies in effect during the Class Period, thus breaching its contract with Plaintiffs and
2 intentionally misleading them as to whether Facebook collected their location information. SAC ¶¶ 1-13, 56-
3 124. The SAC further alleged that Plaintiffs each had turned off Location Services on their mobile devices
4 for the Facebook app because they did not want to share their location with Facebook, but Facebook
5 nonetheless inferred their location using their IP addresses when they accessed Facebook and used the
6 information to target ads, entitling Plaintiffs and the Class to disgorgement of the associated profits, or, in
7 the alternative, nominal damages. SAC ¶¶ 16-45.

8 Meta moved to dismiss the SAC and the Parties fully briefed that motion. Docs. 135, 137, 141. In its
9 September 30, 2021 Order (Doc. 145), the Court largely denied Meta's motion to dismiss, finding Plaintiffs
10 had sufficiently stated claims for contract, fraud, and unjust enrichment. Doc. 145 at 3. The Court stated:
11 "Facebook says that 'plaintiffs' breach of contract claim also fails because plaintiffs cannot establish any
12 breach. Facebook's practices are entirely consistent with its disclosed policies.' The point is not well taken
13 because the Court has already rejected its misrepresentation underpinnings." *Id.* The Court also found
14 Plaintiffs could seek nominal damages and disgorgement. *Id.*

15 The Parties then conducted extensive discovery pursuant to the Court's scheduling order (Doc. 157),
16 which was slightly revised in March 2022 (Doc. 168). Altogether, Plaintiffs served Meta with six sets of
17 requests for production (97 requests); three sets of interrogatories (23 questions); and one set of requests for
18 admission (73 requests). Counsel Decl. ¶ 19. Meta served two sets of requests for production (28 requests);
19 two sets of interrogatories (9 questions for each named plaintiff); and three sets of demands for inspection.
20 *Id.* The Parties met and conferred extensively, including through dozens of telephone and video conferences
21 and email correspondence. *Id.* Plaintiffs filed two discovery letters with the Court during this time regarding
22 disputed discovery issues. Docs. 159, 163. Plaintiffs additionally served document subpoenas on third-parties
23 Apple and Google to determine whether the phone operating system providers could identify whether users
24 had Location Services on or off on their devices given Meta's interrogatory responses indicating it could not
25 identify the class members. Counsel Decl. ¶ 20. Apple and Google responded that they could not identify
26 the class members. *Id.*

1 During discovery, Plaintiffs produced 3,351 pages of documents, and, pursuant to negotiated search
2 terms and custodians, Meta produced 106,677 pages of documents. *Id.* ¶ 21. Plaintiffs retained two experts
3 in anticipation of class certification, which was due shortly after the close of fact discovery in July 2022. *Id.* ¶
4 22. Meta took the depositions of four named plaintiffs in May 2022, and noticed the depositions of the other
5 two. *Id.* ¶ 23. Plaintiffs issued a Rule 30(b)(6) deposition notice to Meta and requested the depositions of five
6 initial fact witnesses. *Id.* On June 2, 2022, Plaintiffs took the deposition of a key witness (Scott Bratsman,
7 head of the IP address location project for Facebook) as to his designated Rule 30(b)(6) topics and were
8 scheduled to take the remaining depositions during the month of June and the first two weeks of July. *Id.*

9 After a large portion of fact discovery had been completed, the Parties agreed to mediate with Randall
10 Wulff, an experienced mediator familiar with Meta from mediating other cases. On June 7, 2022, the Parties
11 mediated before Mr. Wulff for a full day. *Id.* ¶ 26. Class Counsel entered the mediation fully informed of the
12 merits of the Settlement Class members' claims and were prepared to continue to litigate rather than accept
13 a settlement that was not in the Plaintiffs' and Settlement Class's best interests. *Id.* After a full day of
14 negotiations, where both sides made presentations to the mediator and each other, both Parties accepted the
15 mediator's proposal and reached an agreement on all material terms, including the amount of the Common
16 Fund. *Id.* ¶ 27. The Parties informed the Court of the Settlement on June 14, 2022 and signed a term sheet
17 on July 13, 2022. The Parties then negotiated the precise terms and language of the Agreement now before
18 the Court. *Id.* ¶ 28.

19 **III. SUMMARY OF MATERIAL SETTLEMENT TERMS**

20 **A. The Proposed Settlement Class**

21 The Settlement Agreement contemplates certification of the following Settlement Class for
22 settlement purposes only:

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

1 SA ¶ 54. The Settlement Class consists of approximately 70 million Facebook Users.⁴ *Id.* ¶ 46.

2 The Settlement Class is more precisely defined than the class set out in the SAC, which contemplated
3 the following nationwide class:⁵

4 **Nationwide Class:** All natural persons residing in the United States who used Facebook after
5 January 30, 2015, whose Location Services was turned off on their devices, but whose location
6 information was nevertheless collected by Facebook via their IP Addresses and used for
advertising purposes.

7 SAC ¶ 142. The Settlement Class definition is revised to clarify who is in the Settlement Class as well as to
8 conform with the discovery in the case. *First*, the original class definition did not set forth an end date for
9 the Class Period, even though the allegations in the SAC set forth an end date for the claims. *See* SAC ¶¶ 71-
10 78. The Settlement Class is therefore more precisely defined to state that the Class Period ends on April 18,
11 2018 because that is the date on which Facebook changed its Effective Privacy Policy – the contract Plaintiffs
12 allege was breached – to disclose that it was using IP addresses to determine users’ location regardless of a
13 Facebook User’s Location Services settings. *See id.* *Second*, the Settlement Class is defined to specify that only
14 iOS and Android Users are in the Settlement Class, given those operating systems have the “Location
15 Services” setting at issue in the Action. *Third*, the Settlement Class definition clarifies that Facebook Users
16 are part of the Settlement Class if they had Location Services set to off for any length of time during the
17 Class Period; whereas, the original class definition did not specify. This revision is appropriate given that, as
18 alleged by Plaintiffs, Facebook breached its agreement with each Facebook User who turned off Location
19 Services, regardless of whether Location Services was turned back on for that User during the Class Period.

20 **B. Benefits to the Settlement Class**

21 The Settlement Agreement provides monetary benefits in the form of a Common Fund of
22 \$37,500,000, from which shall be used to cover (1) all payments to Settlement Class members, (2) all
23 Administrative Costs, and (3) any Fee and Expense Award or Service Awards approved by the Court. *See* SA
24 ¶¶ 58-60.

25
26 ⁴ This is the best estimate available according to Meta’s Interrogatory Responses and is subject to certain
limitations given Meta is unable to identify the class members with the available data.

27 ⁵ A nationwide class is appropriate because Facebook’s policies contain a California choice of law provision.
28

1 The Court found Plaintiffs adequately pled both disgorgement and nominal damages. Doc. 145 at 2-
2 3. However, discovery showed that Plaintiffs would have faced challenges proving their disgorgement theory
3 because Facebook did not track revenues or profits from advertising based solely on location. Counsel Decl.
4 ¶ 34. If the case had gone to trial, Plaintiffs likely would have been limited to nominal damages, which are
5 frequently set at \$1 per class member. *Mission Beverage Co. v. Pabst Brewing Co.*, 15 Cal. App. 5th 686, 710-711
6 (2017) (“A plaintiff suing for breach of contract is entitled to recover . . . nominal damages.”); *Cummings v.*
7 *Connell*, 402 F.3d 936, 940 (9th Cir. 2005), *as amended*, 2005 WL 1154321 (9th Cir. May 17, 2005) (holding that
8 “every member is entitled to nominal damages, just as if each one had brought his or her own lawsuit” and
9 that damages would be limited to \$1 per class member). Assuming a class size of approximately 70 million
10 users, the settlement amount represents 53% of what Plaintiffs could have recovered under a nominal
11 damages theory based on a judgment of \$1 per class member. Plaintiffs believe this discount accurately
12 reflects the risks of going forward with the litigation. Counsel Decl. ¶ 35.

13 After payment of costs of administration and notice and any fees, expenses, and service awards
14 authorized by the Court, the Net Settlement Fund will be distributed to Settlement Class Members *pro rata*.
15 SA ¶ 60. Settlement Class Members will submit claims via an easily accessible and simple online Claim Form
16 on the Settlement Website. Admin. Decl. ¶ 32; SA at Ex. E, Claim Form. Should any Settlement Class
17 Member so require, they will be able to request that a paper claim form be mailed to them. Admin. Decl. ¶
18 33. Settlement Class Members will be able to receive their payments by an electronic payment option via the
19 Settlement Website or can opt for a mailed check if preferred. Admin. Decl. ¶ 42. Given the Settlement Fund
20 will be distributed *pro rata*, all Settlement Funds will be distributed at once, with no funds remaining. Should
21 any of the Settlement Fund remain for any reason (for example, uncashed checks), the Parties will return to
22 the Court regarding the remaining funds. In no event shall any portion of the Settlement Fund revert to
23 Meta.

24 C. Settlement Administrator and Administration Costs

25 Subject to Court approval, the Settlement Administrator is Angeion Group, a leading class action
26 administration firm in the United States. Admin. Decl. ¶¶ 9-10. Class Counsel reviewed competitive proposals
27 from four prominent settlement administrators before deciding on Angeion. Counsel Decl. ¶ 36. All
28

1 Administrative Costs shall be paid from the Settlement Fund. SA ¶ 82. Assuming one million claims, the
2 Settlement Administrator estimates that the costs of notice and administration will be approximately
3 \$1,147,097. Counsel Decl. ¶ 38. The Settlement Administrator will oversee providing Notice to the
4 Settlement Class Members and administration of the Common Fund. Admin Decl. ¶ 11.

5 **D. Class Member Release**

6 In exchange for the benefits conferred by the Settlement, all Settlement Class Members will be
7 deemed to have released the Released Parties from all claims that were or could have been asserted by the
8 Settlement Class Representatives or Settlement Class Members arising out of, based upon, or related in any
9 way to the practices and claims that were alleged in the Action. SA ¶¶ 68-77. The release is appropriately
10 tailored, in that it is limited to claims arising from the factual predicate to the claims asserted in the SAC.

11 **E. Proposed Plan of Notice**

12 The Parties' proposed Notice Plan is designed to reach as many Settlement Class Members as possible
13 and is the best notice practicable under the circumstances. Admin. Decl. ¶ 34-35, 44. Meta is unable to
14 identify the Settlement Class Members from its records on a systematic basis.⁶ Meta's sworn interrogatory
15 responses state, in short, that since Location Services is a device setting, not a Facebook application setting,
16 it is impossible to identify from Facebook's records which users had Location Services turned off during the
17 class period. Additionally, Meta will be prepared to explain to the Court the steps it took to try to determine
18 whether it could identify other methods of generating a reliable proxy class list, in order to provide direct
19 notice to Settlement Class Members. Notice will thus be effectuated via an online advertising campaign,
20 including by advertising on the Facebook platform where the Settlement Class Members have user accounts.
21 Admin. Decl. ¶ 16-24, 28-31. The 45-day campaign is designed to reach 80.69% of 74,182,00 Facebook Users
22 in the United States (the "Target Audience") an average of 3.01 times. It will include the use of banners,
23 posts, and online advertisements directing Settlement Class Members to the Settlement Class Website. *Id.* ¶

24
25
26 ⁶ Even though Meta cannot identify Settlement Class Members, Settlement Class Members can easily identify
27 themselves based on objective criteria explained in the Notice and Claim Form, *i.e.*, being a Facebook user
28 whose iOS or Android Location Services setting for the Facebook application was turned off at any point
during the Class Period.

13, 17-19. The Notice campaign will also include a paid search campaign on Google, publication notice in People magazine, and sponsored class action website listings. *Id.* ¶ 15, 25, 26.

The Settlement Administrator shall establish the Settlement Website. *Id.* ¶ 32. The Settlement Website shall contain: (1) the Long Form Notice in downloadable PDF format in both English and Spanish; (2) the Long Form Notice in HTML format with a clickable table of contents, described as answers to frequently asked questions; (3) a contact information page with contact information for the Settlement Administrator; (4) the Settlement Agreement; (5) the signed Preliminary Approval Order and publicly filed motion papers and declarations in support thereof; (6) the SAC in the Action; and (7) when available, the Fee and Service Award Application, the motion for entry of the Final Approval Order, and any motion papers and declarations filed publicly in support thereof. *Id.* Additionally, the Settlement Administrator shall mail or email the Long Form Notice to any Settlement Class Member who requests a copy. *Id.* ¶ 33.

The Settlement Administrator shall also establish a 24-hour toll-free telephone line with information about frequently asked questions about the Settlement. The number shall be included in the Class Notice and posted on the Settlement Website. *Id.* The Settlement Administrator will also work with Meta to ensure that the necessary and timely notice is provided to any state and federal officers as required by the Class Action Fairness Act, 28 U.S.C. § 1715. *Id.* ¶ 36.

F. Opt-Outs and Objections

The long-form Class Notice will advise Settlement Class Members of their right to opt out of the Settlement or to object to the Settlement and/or to Class Counsel's application for Attorneys' Fees and Expenses, and/or Service Award to the Class Representative, and of the associated deadlines. SA ¶¶ 27, 87-88, Ex. D, Class Notice.

Settlement Class Members who wish to object must mail a written objection to the Court on or before the Objection Deadline (60 days after the Notice Date), providing: (i) the case name and number; (ii) the name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel; (iii) the Facebook account URL (if reasonably available) and email and phone number associated with their Facebook account; (iv) state that the individual had Location Services off during the Class Period and accessed Facebook while it was disabled; (v) a statement of whether the objection applies

1 only to the objector, to a specific subset of the class, or to the entire class; (vi) a statement of the number of
2 times in which the objector (and, where applicable, objector's counsel) has objected to a class action
3 settlement within the three years preceding the date that the objector files the objection, along with the
4 caption of each case in which the objector has made such objection; (vii) a statement of the specific grounds
5 for the objection; and (viii) a statement of whether the objecting Settlement Class Member intends to appear
6 at the Final Approval Hearing, and if so, whether personally or through counsel; (ix) the objector's signature.
7 SA ¶ 101. If an objector wishes to appear at the Final Approval Hearing, the objector must include a
8 statement stating that fact, as well as a description of any evidence the objecting Settlement Class Member
9 may offer at the Final Approval Hearing and copies of any exhibits the objecting Settlement Class Member
10 may introduce at the Final Approval Hearing. *Id.* ¶ 102. Settlement Class Members who fail to make timely
11 objections in the manner specified shall be foreclosed from making any objections (whether by appeal or
12 otherwise) to the Settlement. *Id.* ¶ 103.

13 Settlement Class Members may exclude themselves from the Settlement by submitting to the
14 Settlement Administrator a written Request to Opt-Out on or before the Opt-Out Deadline (60 days after
15 the Notice Date), which must include: (i) identification of the case name; (ii) name and current address; (iii)
16 personal signature of the individual seeking to opt-out; (iv) a statement clearly indicating the individual's
17 intent to be excluded from the Settlement; (v) request an opt-out only for that one individual whose personal
18 signature appears on the request; (vi) the Facebook account URL (if reasonably available) and email and
19 phone number associated with their Facebook account; (vii) state that the individual had Location Services
20 off during the Class Period and accessed Facebook while it was disabled. SA ¶ 95. The opt-out request must
21 be submitted online at the Settlement Website, after which the opt-out must be verified at the email address
22 provided or via U.S. mail at the address of the Settlement Administrator. *Id.* ¶ 96. Opt-out requests seeking
23 exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator. *Id.*
24 ¶ 97. Any individual who does not submit a valid and timely request for exclusion in the manner described
25 herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall
26 be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class. *Id.* ¶¶ 98-
27 99.

1 **G. Attorneys’ Fees and Expenses and Service Awards**

2 The Settlement Agreement contemplates Class Counsel petitioning the Court for attorneys’ fees, not
 3 to exceed thirty percent (30%) of the Common Fund, as well as reasonable expenses incurred in the litigation.
 4 SA ¶ 78. Any approved Fee and Expense Award will be paid from the Settlement Fund prior to distribution
 5 to the Settlement Class Members. SA ¶ 60. Plaintiffs and Meta have not agreed to any award of attorneys’
 6 fees or expenses and Meta may object to the Fee and Service Award Application. SA ¶ 78. Class Counsel
 7 may also petition the Court for Service Awards of up to \$5,000 for each Settlement Class Representative to
 8 compensate them for their involvement in the Action. SA ¶ 80. Meta can oppose this request, and final
 9 approval is not contingent upon approval of the requested Fee and Expense Award or Service Awards. SA
 10 ¶¶ 81, 109.

11 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL**

12 The Ninth Circuit has a “strong judicial policy that favors settlements, particularly where complex
 13 class action litigation is concerned.” *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1121 (9th Cir. 2020); *McDonald*
 14 *v. Killoo A/S*, No. 17-cv-04334-JD, 2020 WL 5702113, at *4 (N.D. Ca. 2020) (same). Whether to approve a
 15 class action settlement is committed to the sound discretion of the trial judge. *In re Mego Fin. Corp. Sec. Litig.*,
 16 213 F.3d 454, 458 (9th Cir. 2000).

17 Rule 23 was amended in 2018 to codify the “preliminary approval” process that is customary in class
 18 settlements. Fed. R. Civ. P. 23 Advisory Committee’s Note to 2018 Amendment. Under Rule 23(e)(1), “[t]he
 19 court must direct notice in a reasonable manner to all class members who would be bound by the proposal
 20 if giving notice is justified by the parties showing that the court will likely be able to: (i) approve the proposal
 21 under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Rule 23(e)(2) allows
 22 the court to approve a proposal “only after a hearing and only on finding that it is fair, reasonable, and
 23 adequate after considering whether: (A) the class representatives and class counsel have adequately
 24 represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is
 25 adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any
 26 proposed method of distributing relief to the class, including the method of processing class-member claims;
 27 (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement
 28

1 required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to
2 each other.”

3 Courts in the Ninth Circuit have traditionally used a multi-factor balancing test to analyze whether a
4 given settlement is fair, adequate, and reasonable. *See, e.g., Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566,
5 575 (9th Cir. 2004). That test includes the following factors: “(1) the strength of the plaintiffs’ case; (2) the
6 risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action
7 status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and
8 the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental
9 participant; and (8) the reaction of the class members to the proposed settlement.” *Id.*; accord *Hanlon v. Chrysler*
10 *Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). “This list is not exclusive and different factors may predominate
11 in different factual contexts.” *Perks v. Activehours, Inc.*, No. 5:19-cv-05543-BLF, 2021 WL 1146038, at *4 (N.D.
12 Cal. Mar. 25, 2021).

13 **V. ARGUMENT**

14 **A. The Settlement Agreement warrants preliminary approval.**

15 Each of the relevant factors weighs in favor of Preliminary Approval of this Settlement. The
16 Settlement was reached when both Parties accepted a mediator’s proposal after a full day of good-faith,
17 informed, arms’ length negotiation between competent counsel facilitated by an experienced mediator, and
18 satisfies each factor for preliminary approval in the Ninth Circuit and under Rule 23. *See Hanlon*, 150 F.3d at
19 1026; Fed. R. Civ. P. 23(e).

20 Generally, heightened scrutiny applies if settlement is achieved prior to certification of a litigated
21 class. *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011). But courts have noted that
22 certain factors obviate the concerns that lead to imposition of a higher standard, such as where the settlement
23 is achieved prior to certification but after extensive discovery. *See Banks v. Nissan N. Am., Inc.*, 2015 WL
24 7710297, at *8 (N.D. Cal. Nov. 30, 2015) (“[U]nlike most pre-certification cases, extensive discovery has
25 been conducted in this case, lessening the concern over informational deficiencies between the parties.”); *In*
26 *re Beef Indus. Antitrust Litig.*, 607 F.2d 167, 180 (5th Cir. 1979) (settlement discussions began after six months
27 of discovery; action pending for three years, court fully briefed). Here, the Settlement was reached after the
28

1 Parties completed almost all document discovery, took key depositions, and Plaintiffs retained and worked
2 with technical and damages experts. Counsel Decl. ¶ 22.

3 Any settlement requires the Parties to balance the merits of the claims and defenses asserted against
4 the attendant risks of continued litigation and delay. Plaintiffs believe their claims are meritorious and that
5 they would prevail if this case proceeded to trial. *Id.* ¶ 47. Meta argues that Plaintiffs' claims are unfounded,
6 denies liability, and has indicated a willingness to litigate vigorously. *Id.* Plaintiffs face the challenge of a
7 motion for summary judgment and opposition to a motion for class certification, as well as the risk of a loss
8 at trial. *Id.* The only thing that is certain is that if this case continues in litigation, the Settlement Class
9 Members will have to wait much longer before receiving any recovery. In Class Counsel's experience and
10 informed judgment, the benefits of settling outweigh the risks and uncertainties of continued litigation, as
11 well as the attendant time and expenses associated with litigation, discovery, and possible appellate review.
12 *Id.* ¶¶ 46-47. The proposed settlement is an excellent result for the Class and can withstand whatever level of
13 scrutiny is applied. *Id.*

14 **1. Rule 23(e)(2)(B): The Settlement is the product of good-faith, informed,
15 arms' length negotiations.**

16 The Ninth Circuit "put[s] a good deal of stock in the product of an arms-length, non-collusive,
17 negotiated resolution" in analyzing whether to approve a class action settlement. *In re Hyundai & Kia Fuel*
18 *Econ. Litig.*, 926 F.3d 539, 570 (9th Cir. 2019); *see* Fed. R. Civ. P. 23(e)(2)(B). Moreover, "[t]he assistance of
19 an experienced mediator in the settlement process confirms that the settlement is non-collusive." *Adams v.*
20 *Inter-Con Sec. Sys. Inc.*, 2007 WL 3225466, at *3 (N.D. Cal. Oct. 30, 2007). *See also* *Coborst v. BRE Props.*, 2011
21 WL 7061923, at *12 (S.D. Cal. Nov. 9, 2011) ("[V]oluntary mediation before a retired judge in which the
22 parties reached an agreement-in-principle to settle the claims in the litigation are highly indicative of
23 fairness.") (cleaned up).

24 Here, the Settlement is the result of intensive, arms' length negotiation between experienced attorneys
25 who are familiar with the legal and factual issues in this Action, as well as class action litigation generally.
26 Before agreeing upon the terms of the Settlement, the Parties mediated for a full day before Randall Wulff.
27 Counsel Decl. ¶ 26. In advance of that mediation, the Parties engaged in and almost completed fact discovery
28

1 and began working with experts to evaluate the evidence and calculate damages. *Id.* ¶ 25. Moreover, Plaintiffs
2 requested and Meta produced its internal data demonstrating its estimated size of the Settlement Class, which
3 is subject to limitations due to the lack of data reflecting users with Location Services off. *Id.* Class Counsel
4 has litigated and settled other cases involving similar factual and legal issues and understands what
5 information is critical to determine membership in the Settlement Class and how to calculate damages. *Id.*
6 The Parties' vigorous negotiation of the claims in this action evidence an absence of collusion and the
7 presence of fairness and good faith.

8 In addition, the Settlement does not include any of the indicia of collusion identified by the Ninth
9 Circuit, including whether (i) plaintiffs' counsel receive a disproportionate distribution of the settlement, (ii)
10 the settlement agreement includes a "clear sailing" provision, or (iii) the agreement contains a reverter clause.
11 *Briseno*, 998 F.3d at 1025-28; *In re Bluetooth*, 654 F.3d at 946-47. Unlike the claims-made settlements in *Bluetooth*
12 and *Briseno*, this settlement is a true common fund. Because of that, Settlement Class Members who submit
13 claims will receive substantial cash benefits, and Class Counsel intends to seek Fees and Expenses well within
14 the range of reasonableness. There is no clear sailing agreement; rather, Meta has reserved the right to object
15 to any Fee and Service Award Application it deems unreasonable. And there is no reversionary component:
16 all funds will be distributed *pro rata* to Settlement Class Members who make valid claims and under no
17 circumstances will any funds be returned to Meta. The absence of any indicia of collusion under *Bluetooth*
18 provides further evidence that the Settlement is non-collusive and fair.

19 **2. Rule 23(e)(2)(C): The Settlement is fair, adequate, and reasonable.**

20 A review of the relevant factors supports the conclusion that the Settlement falls within the "range
21 of reason" such that the Court should preliminarily approve the Settlement, order that notice be sent to the
22 Settlement Class, and schedule a Final Approval Hearing.

23 **a. The Strengths and Risks of Plaintiff's Case**

24 *First*, the Settlement is fair, adequate, and reasonable in light of the strengths and risks of Plaintiffs'
25 case. While confident in the strength of their claims, Plaintiffs and Class Counsel are also pragmatic and
26 recognize the risks inherent in litigation of this magnitude. *See* Counsel Decl. ¶ 47. Should the case proceed
27 in litigation, Plaintiffs could see their claims dismissed or narrowed by a motion for summary judgment, at
28

1 trial, or on a subsequent appeal. *Id.* They also face the risk that class certification could be denied. *Id.* Each
 2 risk, by itself, could impede the successful prosecution of these claims at trial and in an eventual appeal—
 3 which would result in *zero* recovery to the class. *Id.* ¶ 46. Plaintiffs further faced challenges with respect to
 4 proving damages based on the discovery obtained in the case. *Id.* ¶¶ 34-35. And even if Plaintiffs prevailed
 5 at trial, any recovery would likely be delayed for a year or more by appeals. *Id.* ¶ 48.

6 Plaintiffs face substantial risks to their claims should the Settlement not be approved. While the Court
 7 largely denied Meta’s motion to dismiss, indicating that it resolved many of the issues in this case, that is not
 8 ultimately a guarantee of success on the merits. Doc. 145. Meta likely would appeal any order granting class
 9 certification or any judgment rendered for Plaintiffs, which could take years to resolve. “Regardless of the
 10 risk, litigation is always expensive, and both sides would bear those costs if the litigation continued.” *Paz v.*
 11 *AG Adriano Goldschmeid, Inc.*, 2016 WL 4427439, at *5 (S.D. Cal. Feb. 29, 2016).

12 While litigation presents serious risks at many stages, not to mention substantial expense and delay
 13 without any guarantee of additional benefit to the Settlement Class, the Settlement provides immediate and
 14 substantial benefits to Settlement Class Members: Settlement Class Members will receive a *pro rata* share of
 15 the Settlement Fund in the form of a cash payment. The Settlement Fund, as explained *supra*, represents a
 16 53% recovery of what Plaintiffs could have received should they have proceeded to trial and received nominal
 17 damages on their contract claim. It is “plainly reasonable for the parties at this stage to agree that the actual
 18 recovery realized, and risks avoided here outweigh the opportunity to pursue potentially more favorable
 19 results through full adjudication.” *Dennis v. Kellogg Co.*, 2013 WL 6055326, at *3 (S.D. Cal. Nov. 14, 2013).
 20 “Here, as with most class actions, there was risk to both sides in continuing towards trial.” *Chester v. TJX*
 21 *Companies, Inc.*, 2017 WL 6205788, at *6 (C.D. Cal. Dec. 5, 2017). “The settlement avoids uncertainty for all
 22 Parties involved.” *Id.*

23 **b. The Risks, Complexity, and Likely Duration of Further Litigation**

24 **Second**, the risks, expense, complexity, and likely duration of further litigation support preliminary
 25 approval of the Settlement. Counsel Decl. ¶ 46. This case is settling after years of hard-fought discovery but
 26 prior to dispositive motions; if the Settlement is not approved, the Parties will need to litigate through a
 27 motion for class certification and motions for summary judgment. *Id.* ¶ 47. Even if Plaintiffs succeed at class
 28

1 certification and the merits, any recovery would likely be delayed by appeals. Yet there is no guarantee that
2 further lengthy litigation and expensive discovery would lead to greater benefits for the Settlement Class
3 Members. *Id.* ¶ 46. Instead, there would be multiple points at which the Class’s claims could be narrowed or
4 dismissed. *Id.* ¶ 47. “Regardless of the risk, litigation is always expensive, and both sides would bear those
5 costs if the litigation continued.” *Paz v. AG Adriano Goldschmeid, Inc.*, 2016 WL 4427439, at *5.

6 **c. The Risk of Maintaining Class Action Status**

7 **Third**, the risk of maintaining class action status through trial supports preliminary approval of the
8 Settlement. Counsel Decl. ¶ 47. The class has not yet been certified, and Meta will oppose certification if the
9 case proceeds. Thus, Plaintiffs “necessarily risk losing class action status.” *Grimm v. American Eagle Airlines,*
10 *Inc.*, No. LA CV 11-00406 JAK(MANx), 2014 WL 1274376, at *10 (C.D. Cal. Sept. 24, 2014).

11 **d. The Amount Offered in Settlement**

12 **Fourth**, the amount offered in settlement supports preliminary approval. The Common Fund of
13 \$37,500,000 is an excellent recovery for the class, representing approximately 53% of what Plaintiffs could
14 have recovered under a nominal damages theory. Counsel Decl. ¶ 35. Considering the difficulties and
15 expenses Class Members would face to pursue individual claims, and the likelihood that they might be
16 unaware of their claims, which cover a time period from 2015 to early 2018, this Settlement Amount
17 represents an excellent result for the class. *Id.* The Settlement is on par with other settlements involving
18 collection and use of personal data without consent. *See* Appendix A.

19 Class Counsel intends to seek attorneys’ fees in an amount not to exceed 30% of the Common Fund
20 (\$11,250,000), as well as reasonable expenses incurred in the litigation. Class Counsel have diligently tracked
21 time throughout the case, and as of July 2021, had spent 10,180.8 hours litigating the case totaling \$6,965,079
22 in lodestar with \$302,279.58 in expenses, including \$147,630 in expert fees. Counsel Decl. ¶ 43. Counsel
23 expects to spend significant additional time throughout the approval process, notice, and claims
24 administration. *Id.* A conservative estimate of the multiplier sought is 1.6, which is well within the range
25 commonly awarded in the Ninth Circuit. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002)
26 (surveying cases and finding 83% of multipliers between 1.0 and 4.0, and 54% between 1.5 and 3.0). Any
27 multiplier will diminish over time given the substantial work needed to finalize and administer the settlement.

1 **e. Rule 23(e)(2)(D): The Allocation of the Settlement**

2 **Fifth**, the proposed method of distributing relief will be effective. *See* Fed. R. Civ. P. 23(e)(2)(C)(ii).
3 The Parties have agreed upon an experienced Settlement Administrator to administer the settlement. Counsel
4 Decl. ¶ 24. The claim form is a simple online form in which Settlement Class Members will be able to choose
5 a payment option, including the option to be paid via digital means. SA at Ex. E. The Settlement
6 Administrator will mail checks to those who request it. Admin. Decl. ¶ 42.

7 Moreover, the settlement proposal “treats class members equitably relative to each other.” Fed. R.
8 Civ. P. 23(e)(2)(D). The allocation of the Settlement is fair and reasonable because it provides equal relief to
9 all Settlement Class Members. This allocation is consistent with the distribution of funds in other settlements
10 of common fund class cases and treats Settlement Class Members equitably relative to each other. *See, e.g., In*
11 *re Facebook Biometric Info. Privacy Litig.*, 522 F.Supp.3d 617, 629 (N.D. Cal. 2021) (distribution that would
12 provide “pro rata” share of common fund treated class members equitably to one another and “weigh[ed] in
13 favor of final approval”); *Hefler v. Wells Fargo & Co.*, No. 16-cv-05479, 2018 WL 6619983, at *8 (N.D. Cal.
14 Dec. 18, 2018) (pro rata distribution of common fund treated class members equitably); *Junkersfeld v. Medical*
15 *Staffing Solutions, Inc.*, No. 19-cv-00236, 2022 WL 2318173, at *9 (E.D. Cal. June 28, 2022) (pro rata
16 distribution of common fund to class members was “equitable” and “favors” final approval of settlement).

17 **f. The Extent of Discovery Completed and Stage of Proceedings**

18 **Sixth**, the extent of discovery completed and the stage of proceedings favor preliminary approval.
19 The Parties have been engaged in discovery since 2019, document production and review were substantially
20 complete, and fact discovery was almost complete at the time the Parties engaged in the mediation that
21 resulted in the Settlement Agreement. Plaintiffs have conducted sufficient discovery to permit Class Counsel
22 and the Court to intelligently and fairly evaluate the fairness and adequacy of the Settlement. Thus, “the
23 efficiency with which the Parties were able to reach an agreement need not prevent this Court from granting
24 preliminary approval.” *Hillman v. Lexicon Consulting, Inc.*, No. EDCV 16-01186-VAP(SPx), 2017 WL
25 10433869, at *8 (C.D. Cal. Apr. 27, 2017).

1 **g. The Views of Class Counsel**

2 *Seventh*, Class Counsel’s view is that this Settlement is an outstanding recovery for the Settlement
3 Class given the risk of continuing the litigation. Counsel Decl. ¶ 35. Class Counsel are experienced in class
4 action litigation, including cases concerning data privacy. *Id.* ¶¶ 3-6. “Great weight is accorded to the
5 recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation.” *See,*
6 *e.g., Nat’l Rural Telecomm. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004) (internal quotations
7 omitted). This factor supports preliminary approval.

8 **h. Government Participant and Class Member Reaction**

9 *Last*, there is no government participant and, because the Court has not yet approved the Class
10 Notice, the Settlement Class has not had an opportunity to react, so these factors are neutral. *See Hillman,*
11 2017 WL 10433869, at *8.

12 **3. Rule 23(e)(2)(A): The Class Representatives and Class Counsel have**
13 **adequately represented the proposed class.**

14 Under Rule 23(e)(2)(A), the Court should also consider whether the Settlement Class Representatives
15 and Class Counsel have adequately represented the class, including the nature and amount of discovery
16 undertaken in the litigation. *See Avina v. Marriott Vacations Worldwide Corp.*, 2019 WL 8163642, at *6 (C.D. Cal.
17 Oct. 25, 2019). Here, Plaintiffs Childers, Watkins, Agnitti, Hodge, and Lundy have adequately represented
18 the class by “actively participat[ing] in the prosecution of this case,” *Norton v. LVNV Funding, LLC*, No. 18-
19 cv-05051-DMR, 2021 WL 3129568, at *8 (N.D. Cal. July 23, 2021), and “[t]here are no indications that
20 [Plaintiffs have] failed to adequately represent the interests of the class,” *Moreno v. Cap. Bldg. Maint. & Cleaning*
21 *Servs., Inc.*, No. 19-cv-07087-DMR, 2021 WL 1788447, at *10 (N.D. Cal. May 5, 2021). Plaintiffs assisted
22 Class Counsel by reviewing the pleadings, responding to interrogatories, searching for and producing
23 documents, sitting for their depositions, being available during settlement conferences, and reviewing the
24 Settlement Agreement. Counsel Decl. ¶ 44. The Class Representatives have no conflicts with the other
25 Settlement Class Members. *Id.*

26 Class Counsel have also adequately represented the class. Class Counsel are particularly experienced
27 in the litigation, certification, trial, and settlement of nationwide class action cases. *Id.* ¶¶ 3-6. Here, Class

1 Counsel briefed four rounds of motions to dismiss, resulting in the successful defense of the SAC. *See* Doc.
2 145. Class Counsel vigorously sought and successfully obtained the discovery detailed above, including
3 serving six sets of document requests, three sets of interrogatories, two sets of requests for admission,
4 countless meet and confers and letters, and negotiating the search terms that resulted in over 100,000 pages
5 of internal Facebook documents produced and reviewed in the litigation. Counsel Decl. ¶¶ 7-23. Class
6 Counsel also deposed a key corporate witness prior to the mediation. *Id.* ¶ 23. Further, Class Counsel assisted
7 Plaintiffs in responding to numerous interrogatories and document requests and defended four named
8 plaintiff depositions. *Id.* ¶¶ 19, 23.

9 **4. The proposed Fee and Expense Award is fair and reasonable.**

10 Finally, and subject to the Court's consideration of a detailed fee application, the terms of the
11 proposed award of attorneys' fees are also fair. *See* Fed. R. Civ. P. 23(e)(2)(c)(iii). Class Counsel will file a
12 separate motion seeking approval of Attorneys' Fees and Expenses in an amount not to exceed thirty percent
13 (30%) of the total Settlement value, plus their reasonable expenses of litigation. *See, e.g., Norcia v. Samsung*
14 *Telecommunications Am., LLC*, No. 14-CV-00582-JD, 2021 WL 3053018, at *5 (N.D. Cal. July 20, 2021)
15 (granting attorneys' fee award amounting to 30% of the common fund).

16 Class Counsel will also seek a reasonable and fair Service Award for Plaintiffs Lundy, Childers,
17 Watkins, Agnitti, and Hodge. The Settlement Agreement authorizes each Class Representative to seek a
18 service award of up to \$5,000. SA ¶ 80. The Settlement Class Representatives all took considerable time in
19 assisting with the complaints, responding to document requests and interrogatories, preparing for
20 depositions, being deposed (for four of the five), and reviewing the key terms of the Settlement Agreement.
21 Counsel Decl. ¶ 44. This amount is well within the range of approval for class action settlements that provide
22 significant benefits to the class. *See Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, at *19 (C.D. Cal. Feb. 16,
23 2017) ("Generally, in the Ninth Circuit, a \$5,000 incentive award is presumed reasonable."); *Hickcox-Huffman*
24 *v. U.S. Airways, Inc.*, 2019 WL 1571877, at *2 (N.D. Cal. April 11, 2019) (approving service award of \$10,000).

25 Neither final approval, nor the size of the Common Fund, are contingent upon approval of the
26 requested Fee and Expense Award or Service Award, and Meta retains the right to object to the Fee and
27 Expense Award. SA ¶ 109.

1 **B. Certification of the Settlement Class is appropriate.**

2 On a motion for preliminary approval, the Parties must also show that the Court “will likely be able
3 to ... certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B)(ii). The
4 Settlement Class meets all of the requirements of Fed. R. Civ. P. 23(a) and (b)(3).

5 **1. The Settlement Class Meets the Requirements of Rule 23(a)**

6 The Settlement Class as defined meets Rule 23(a)’s numerosity requirement. The class definition
7 encompasses an estimated 70,000,000 Class Members. SA ¶ 46. This number of Class Members demonstrates
8 that joinder is a logistical impossibility. *See, e.g., Celano v. Marriott Int’l Inc.*, 242 F.R.D. 544, 549 (N.D. Cal.
9 2007) (numerosity is generally satisfied when a class has at least 40 members); *see also Rannis v. Recchia*, 380
10 Fed. App’x 646, 651 (9th Cir. 2010) (same).

11 The Settlement Class also satisfies the commonality requirement, which requires that class members’
12 claims “depend upon a common contention” of such a nature that “determination of its truth or falsity will
13 resolve an issue that is central to the validity of each [claim] in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564
14 U.S. 338, 350 (2011). Commonality requires a plaintiff “to demonstrate that their claims ‘depend upon a
15 common contention . . . [whose] truth or falsity will resolve an issue that is central to the validity of each one
16 of the claims in one stroke.’” *Gonzalez-Tzita v. City of L.A.*, No. CV 16-0194 FMO(Ex), 2019 WL 7790440,
17 at *5 (C.D. Cal. Dec. 9, 2019) (alteration in original) (quoting *Dukes*, 564 U.S. at 350); *see also Wolin v. Jaguar*
18 *Land Rover N. Am., LLC*, 617 F.3d 1168, 1172 (9th Cir. 2010). The Settlement Class’s claims here depend on
19 the common contention that, during the Class Period, Facebook’s collection and inference of their location
20 from their IP addresses breached their agreement with Facebook. There are several common questions in
21 this case, including, but not limited to: (1) whether Facebook’s Effective Privacy Policy constitutes a contract
22 with Plaintiffs and Class members; (2) whether Facebook breached its contract with Plaintiffs and Class
23 members by collecting and exploiting for its own gain Plaintiffs’ and Class members’ location data derived
24 through their IP addresses without their permission; and (3) whether Plaintiffs and Class members were
25 damaged as a result of Facebook’s collection and use of their location data without their consent. SAC ¶ 145.

26 Typicality is satisfied if “the claims or defenses of the representative parties are typical of the claims
27 or defenses of the class.” Fed. R. Civ. P. 23(a)(3). To satisfy typicality, a claim or defense is not required to
28

1 be identical, but rather “reasonably coextensive” with those of the absent class members. *Felix v. WM.*
2 *Boltthouse Farms, Inc.*, No. 1:19-cv-00312-AWI-JLT, 2020 WL 2175352, at *5 (E.D. Cal. May 4, 2020) (quoting
3 *Hanlon*, 150 F.3d at 1020). “The test of typicality is whether other members have the same or similar injury,
4 whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class
5 members have been injured by the same course of conduct.” *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508
6 (9th Cir. 1992) (internal quotation marks and citation omitted). Here, the Settlement Class Representatives’
7 claims are typical of the claims of Settlement Class Members because they arise from the same course of
8 alleged conduct: Facebook collected and used their location information derived from their IP addresses
9 even though they turned off Location Services to the Facebook application, and contrary to Facebook’s then-
10 operative policies and statements that it would not infer location without user permission.

11 Finally, the adequacy requirement is satisfied where the class representative will “fairly and adequately
12 protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). To make this determination, “courts must resolve
13 two questions: ‘(1) do the named plaintiffs and their counsel have any conflicts of interest with other class
14 members and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the
15 class?’” *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 985 (9th Cir. 2011) (quoting *Hanlon*, 150 F.3d at 1020);
16 *Longest v. Green Tree Servicing LLC*, 308 F.R.D. 310, 325 (C.D. Cal. 2015). Here, the Settlement Class
17 Representatives have no conflicts of interest with other Settlement Class Members, and they and Class
18 Counsel have vigorously prosecuted this case on behalf of the class. *See* Counsel Decl. ¶ 7-23, 44.

19 **2. The Settlement Class satisfies the requirements of Rule 23(b)(3).**

20 Class certification is appropriate under Rule 23(b)(3) when “questions of law or fact common to class
21 members predominate over any questions affecting only individual members, and . . . a class action is superior
22 to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

23 Common questions predominate over any questions affecting only individual members here. The
24 questions common to all Settlement Class members include: (1) whether Facebook’s Effective Privacy Policy
25 constitutes a contract; (2) whether Facebook breached its contract; and (3) whether Plaintiffs and the Class
26 members were damaged as a result of Facebook’s collection and use of their location data without their
27 consent. SAC ¶ 145. These questions can be resolved using the same evidence for all class members and are
28

1 exactly the kind of predominant common issues that make class certification appropriate. *See Tyson Foods, Inc.*
2 *v. Bonaphakeo*, 136 S. Ct. 1036, 1045 (2016) (“When one or more of the central issues in the action are common
3 to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3).”
4 (citation and quotation marks omitted)). “Implicit in the satisfaction of the predominance test is the notion
5 that the adjudication of common issues will help achieve judicial economy.” *Longest*, 308 F.R.D. at 326-28,
6 331 (finding predominance met in class action alleging breach of contract and UCL violations against
7 mortgage servicer for charging inflated charges and alleged kickbacks for forced place insurance because
8 claims could be proven through common evidence of defendants’ uniform policies).

9 Class certification here is also “superior to other available methods for fairly and efficiently
10 adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). Class-wide resolution is the only practical method of
11 addressing the alleged violations at issue in this case. There are millions of class members with modest
12 individual claims, most of whom likely lack the resources necessary to seek individual legal redress. *See Local*
13 *Joint Exec. Bd. of Culinary/ Bartender Trust Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1163 (9th Cir. 2001)
14 (cases involving “multiple claims for relatively small individual sums” are particularly well suited to class
15 treatment); *see also Wolin*, 617 F.3d at 1175 (“Where recovery on an individual basis would be dwarfed by the
16 cost of litigating on an individual basis, this factor weighs in favor of class certification.”) (citations omitted).

17 **C. The Court should approve the proposed Notice Plan.**

18 The Parties’ proposed Notice Plan is formulated to conform with the procedural and substantive
19 requirements of Rule 23. Due process under Rule 23 requires that class members receive notice of the
20 settlement and an opportunity to be heard and participate in the litigation. *See Fed. R. Civ. P. 23(c)(2)(B)*;
21 *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985); *Eisen v. Carlisle and Jacquelin*, 417 U.S. 156, 175-76
22 (1974) (“[I]ndividual notice must be provided to those class members who are identifiable through reasonable
23 effort.”). The mechanics of the notice process are left to the discretion of the Court, subject only to the broad
24 “reasonableness” standards imposed by due process. *See Tapia v. Zale Del. Inc.*, No. 13cv1565-PCL, 2017 WL
25 1399987, at *4 (S.D. Cal. Apr. 18, 2017); *see also Rosenberg v. I.B.M.*, No. CV06–00430PJH, 2007 WL 128232,
26 *5 (N.D. Cal. Jan. 11, 2007) (stating that notice should inform class members of essential terms of settlement
27 including claims procedure and their rights to accept, object or opt-out of settlement).

1 Here, where direct notice is not possible based on Meta’s records, the Parties must use publication
2 notice. Settlement Class Members can easily identify themselves based on objective criteria explained in the
3 notice and claim form, *i.e.*, being a Facebook user whose iOS or Android Location Services setting for the
4 Facebook application was turned off at any point during the class period. Publication Notice will be
5 effectuated by a robust media campaign consisting of state-of-the-art targeted internet notice, social media
6 notice, a paid search campaign, and sponsored listings on class action settlement websites. Admin. Decl. ¶¶
7 12, 15-31, SA at Ex. C, Summary Notice. The Notice Program is designed to reach 80.69% of the Target
8 Audience an average of 3.01 times, such that the vast majority of Settlement Class Members will receive
9 notice several times. *Id.* ¶¶ 13-14. The Settlement Administrator will establish the Settlement Website, where
10 the Long Form Notice will be available, along with important case documents, and all publication notice will
11 direct Settlement Class Members to the Settlement Website. *Id.* ¶ 32. Further, a toll-free telephone number
12 will be available to Settlement Class Members with questions. *Id.* ¶ 33.

13 The proposed Notice Plan is the best notice practicable and is reasonably designed to reach the
14 Settlement Class Members. *See id.* ¶ 44; *see also Briseno v. Conagra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017)
15 (“Courts have routinely held that notice by publication in a periodical, on a website, or even at an appropriate
16 physical location is sufficient to satisfy due process.”); *In re Facebook Biometric Info. Privacy Litig.*, 522 F.Supp.3d
17 617, 624-25 (N.D. Cal. 2018) (approving notice program that included publication via, among other things,
18 newspaper, a dedicated settlement website, and internet ad campaigns), *aff’d* 932 F.3d 1264 (9th Cir. 2019);
19 *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 596 (N.D. Cal. 2020) (approving notice plan of digital
20 internet advertising and magazine publication).

21 Moreover, the substance of long-form Class Notice will fully apprise class members of their rights.
22 Under Rule 23(e), notice to class members “must ‘generally describe[] the terms of the settlement in
23 sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.’”
24 *Lane v. Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012) (alteration in original) (quoting *Rodriguez v. W. Publ’g*
25 *Corp.*, 563 F. 3d 948, 962 (9th Cir. 2009)) (alteration in original). The Notice contains all the critical
26 information required to apprise Settlement Class Members of their rights under the settlement, directs them
27 to the Settlement Website, where they can obtain more detailed information, and provides a toll-free number
28

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APPENDIX A

Case Name	<i>In re Facebook Internet Tracking Litigation</i> , Case No. 5:12-md-02314-EJD, Docs. 212, 232, 247-1 (N.D. Cal.)	<i>In re Ashley Madison Customer Data Security Breach Litigation</i> , 4:15-md-02669-JAR, Docs. 344, 383, 384, 389 (E.D. Mo.)
Claims	Wiretap Act, CIPA, intrusion upon seclusion, invasion of privacy, statutory larceny, trespass, Cal. Computer crime law, statutory fraud	Breach of contract, unjust enrichment, negligence, negligent misrepresentation, consumer protection violations, CCRA, state data breach claims, violations of Racketeer Influenced and Corrupt Organizations Act and Federal Stored Communications Act
Settlement Fund	\$90,000,000	\$11,200,000
# of Class Members	124 million	Tens of millions
# of Class Members to whom Notice was sent	Anticipated email notice to the 124 million class members	Media only
Notice Methods	Email, social media, digital ads, paid search campaign	Print and digital media, press release
Claim Forms Submitted	Not yet announced	4,236 claim submissions, of which 3,849 were valid
Avg. Claimant Recovery	Not yet announced	\$944.82
Distribution to <i>Cy Pres</i>	Not yet announced	Yes
Admin. Costs	Estimated at \$1,567,044 to \$3,582,576 for claims rates of 1% to 5%	\$309,240
Attorneys' Fees and Costs	Intend to seek \$26.1 million plus reasonable expenses	\$3,733,333.33 fees and \$78,032.38 costs

EXHIBIT 1

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15 *Attorneys for Defendant Meta Platforms, Inc.*
16 *(formerly known as Facebook, Inc.)*

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

20 BRENDAN LUNDY, MYRIAH WATKINS,
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

**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

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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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

I. RECITALS

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

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

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

4. WHEREAS, on September 27, 2019, plaintiffs Lundy and Watkins filed a First Amended Complaint against only Defendant, asserting claims for intrusion upon seclusion, violation of California’s constitutional right to privacy, intentional misrepresentation and omission, and unjust 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, before entering into this Settlement Agreement, Settlement Class
20 Representatives, through their respective counsel, conducted a thorough examination, investigation,
21 and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential
22 claims to determine the strength of liability, potential remedies, and all defenses thereto;

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

27 17. WHEREAS, Defendant denies the allegations in the pleadings in these actions, denies
28 that it has engaged in any wrongdoing, denies that the Settlement Class Representatives' allegations

1 state valid claims, denies that Plaintiffs can maintain a class action for purposes of litigation, and
2 vigorously disputes that Settlement Class Representatives and the Settlement Class are entitled to any
3 relief, but Defendant nevertheless agreed to resolve the Action on the terms set forth in this Settlement
4 Agreement solely to eliminate the uncertainties, burden, expense, and delay of further protracted
5 litigation;

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

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

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

18 **II. DEFINITIONS**

19 21. In addition to the terms defined elsewhere in the Settlement Agreement, the following
20 terms used in this Settlement Agreement shall have the meanings specified below.

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

24 23. “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the
25 Court to Class Counsel to compensate Class Counsel for its fees, costs, and expenses in connection
26 with the Action and the Settlement, as described in Paragraphs 78–79.

27 24. “Claim Form” means the proof of claim and release form(s) substantially in the form
28 attached as Exhibit E.

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

4 26. “Class Counsel” means Sabita J. Soneji of Tycko & Zavareei LLP and Barrett J. Vahle
5 of Stueve Siegel Hanson LLP, who have any and all authority and capacity necessary to execute this
6 Settlement Agreement and bind all of the Settlement Class Representatives who have not personally
7 signed this Settlement Agreement, as if each of those individuals had personally executed this
8 Settlement Agreement.

9 27. “Class Notice” means the Notice of Proposed Settlement of Class Action, substantially
10 in the form attached as Exhibit D.

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

13 29. “Court” means the United States District Court for the Northern District of California.

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

16 31. “Effective Date” means seven (7) days after which both of the following events have
17 occurred: (1) the Final Approval Order and Final Judgment have been entered and (2) the Final
18 Approval Order and Final Judgment have become Final.

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

27 33. “Final Approval Hearing” means the hearing that is to take place after the entry of the
28 Preliminary Approval Order and after the Notice Date for purposes of: (a) entering a Final Approval

1 Order and Final Judgment and dismissing the Action with prejudice; (b) determining whether the
2 Settlement should be approved as fair, reasonable, and adequate; (c) ruling upon an application for a
3 Service Award by the Settlement Class Representatives; (d) ruling upon an application by Class
4 Counsel for an Attorneys’ Fees and Expenses Award; and (e) entering any final order providing for an
5 Attorneys’ Fees and Expenses Award and Service Award. The Parties shall request that the Court
6 schedule the Final Approval Hearing for a date that is in compliance with the provisions of 28 U.S.C.
7 § 1715(d).

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

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

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

19 37. “Notice Date” means the first date upon which the Class Notice is disseminated.

20 38. “Objection Deadline” means the date identified in the Preliminary Approval Order and
21 Class Notice by which a Settlement Class Member must serve written objections, if any, to the
22 Settlement in accordance with Paragraphs 100–103 of this Settlement Agreement in order to qualify
23 them to be able to object to the Settlement. The Objection Deadline shall be sixty (60) days after the
24 Notice Date, such date being subject to approval or modification by the Court.

25 39. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and
26 Class Notice by which a Request to Opt-Out must be filed in writing with the Settlement Administrator
27 in accordance with Paragraphs 94–99 of this Settlement Agreement in order for a potential Settlement
28

1 Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be sixty (60)
2 days after the Notice Date, such date being subject to approval or modification by the Court.

3 40. "Preliminary Approval Order" means the order preliminarily approving the Settlement,
4 providing for notice to the Settlement Class, and other related matters, without material variation from,
5 Exhibit A.

6 41. "Releases," "Released Parties," "Releasing Parties," and "Released Claims" shall have
7 the meanings as set forth in Section VI of the Settlement Agreement.

8 42. "Request to Opt-Out" means a written request from a potential Settlement Class
9 Member that seeks to opt out of the potential Settlement Class Member from the Settlement Class and
10 complies with all requirements in Paragraphs 94–99 of this Settlement Agreement.

11 43. "Service Award(s)" means the incentive/service awards for the Settlement Class
12 Representatives as approved by the Court, as set forth in Paragraph 80.

13 44. "Settlement" means the settlement embodied in this agreement, including all attached
14 Exhibits (which are an integral part of this agreement and are incorporated in their entirety by
15 reference).

16 45. "Settlement Administrator" means the firm Angeion Group, 1650 Arch Street, Suite
17 2210, Philadelphia, PA 19103, which shall provide settlement notice and administration services
18 pursuant to the terms of the Settlement Agreement.

19 46. "Settlement Class" includes "All natural persons residing in the United States who used
20 Facebook between January 30, 2015 and April 18, 2018, inclusive, and whose iOS or Android Location
21 Services setting for the Facebook application was turned off at any point during that period, but whose
22 location information was inferred by Facebook via the user's IP Addresses." Subject to the limitations
23 set forth in Defendant's supplemental responses to certain interrogatories, Defendant estimates that the
24 settlement class may contain approximately 70 million United States-based accounts that had Location
25 Services turned "off" on any particular day during the Class Period. Excluded from the Settlement
26 Class are (i) all persons who are directors, officers, and agents of Defendant or its subsidiaries and
27 affiliated companies or are designated by Defendant as employees of Defendant or its subsidiaries and
28 affiliated companies; (ii) the Court, the Court's immediate family, and Court staff, as well as any

1 appellate court to which this matter is ever assigned, and its immediate family and staff; and (iii)
2 eligible persons who elect to opt out of the Settlement Class as provided in Paragraphs 94–99.

3 47. “Settlement Class Member(s)” means any and all persons who fall within the definition
4 of the Settlement Class.

5 48. “Settlement Class Representatives” means plaintiffs Brendan Lundy, Myriah Watkins,
6 Elizabeth Childers, Michelle Agnitti, and Robin Hodge.

7 49. “Settlement Fund” means the non-reversionary cash fund of thirty-seven million, five
8 hundred thousand dollars (\$37,500,000), which represents the full amount to be deposited by Defendant
9 into the Escrow Account, as that term is defined in Paragraph 62, in accordance with the terms of this
10 Settlement Agreement, plus all interest earned thereon.

11 50. “Settlement Website” means an Internet website that the Settlement Administrator shall
12 establish to inform the Settlement Class of the terms of this Settlement, their rights, dates, deadlines,
13 and related information.

14 51. “Summary Notice” means the Summary Notice of Settlement, substantially in the form
15 attached as Exhibit C.

16 **III. SETTLEMENT CLASS CERTIFICATION**

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

19 53. The Parties further agree that the Court should make preliminary findings and enter the
20 Preliminary Approval Order granting provisional certification of the Settlement Class subject to the
21 final findings and approval in the Final Approval Order and Final Judgment, and appointing the
22 Settlement Class Representatives as the representatives of the Settlement Class and Class Counsel as
23 counsel for the Settlement Class.

24 54. For purposes of the provisional certification, the Settlement Class shall be defined as
25 follows:

26 All natural persons residing in the United States who used Facebook
27 between January 30, 2015 and April 18, 2018, inclusive, and whose iOS or
28 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.

1 55. Excluded from the Settlement Class are (i) all persons who are directors, officers, and
2 agents of Defendant or its subsidiaries and affiliated companies or are designated by Defendant as
3 employees of Defendant or its subsidiaries and affiliated companies; (ii) the Court, the Court's
4 immediate family, and Court staff, as well as any appellate court to which this matter is ever assigned,
5 and its immediate family and staff; and (iii) eligible persons who elect to opt out of the Settlement
6 Class as provided in Paragraphs 94–99.

7 56. Defendant does not consent to certification of the Settlement Class (or to the propriety
8 of class treatment) for any purpose other than to effectuate the settlement of this Action. Defendant's
9 agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability,
10 or damage of any kind to the Settlement Class Representatives or any of the provisional Settlement
11 Class Members.

12 57. If this Settlement Agreement is terminated pursuant to its terms, disapproved by any
13 court (including any appellate court), and/or not consummated for any reason, or the Effective Date for
14 any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the
15 Settlement, and all preliminary and/or final findings regarding that class certification order, shall be
16 automatically vacated upon notice of the same to the Court, the Action shall proceed as though the
17 Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had
18 never been made, and the Action shall return to the procedural posture on June 23, 2022, in accordance
19 with this Paragraph. No Party nor counsel shall refer to or invoke the vacated findings and/or order
20 relating to class settlement or Rule 23 of the Federal Rules of Civil Procedure if this Settlement
21 Agreement is not consummated and the Action is later litigated and contested by Defendant under Rule
22 23 of the Federal Rules of Civil Procedure.

23 **IV. SETTLEMENT CONSIDERATION**

24 58. In consideration for the dismissal of the Action with prejudice and the Releases provided
25 in this Settlement Agreement, Defendant agrees to pay the sum of thirty-seven million, five hundred
26 thousand Dollars (\$37,500,000) to create a non-reversionary Settlement Fund for the benefit of
27 Settlement Class Members pursuant to this Settlement Agreement. Within twenty-one (21) calendar
28 days after the entry of the Preliminary Approval Order, Defendant shall pay a sum to be determined

1 and sufficient to effectuate the Notice Plan to the Settlement Administrator for the notice and
2 administration expenses (“Initial Deposit”) that will be incurred to provide notice to the Settlement
3 Class Members. This amount will be credited towards the amount Defendant must pay into the
4 Settlement Fund. This deadline may be extended by mutual consent of the Parties.

5 59. All valid claims paid to Settlement Class Members, costs of notice and administration,
6 Service Awards to the Settlement Class Representatives approved by the Court, and the Attorneys’
7 Fees and Expenses Award (in the amount determined by the Court), shall be paid from the Settlement
8 Fund. The Parties agree that Defendant’s payment of the Settlement Fund shall be the full extent of
9 Defendant’s payment obligation under this Settlement Agreement. In no event shall Defendant be
10 liable for payment of any costs, expenses, or claims beyond its Initial Deposit, any Periodic Payment(s),
11 and payment of the Settlement Fund into the Escrow Account.

12 60. The total amount distributed to the Settlement Class Members shall be the Settlement
13 Fund, less the cost of settlement notice and administration, Attorneys’ Fees and Expenses Award, and
14 Service Awards (the “Net Settlement Fund”). The entire Net Settlement Fund will be distributed to
15 Settlement Class Members who submit valid claims. Each Settlement Class Member who submits a
16 valid claim shall be provided with an equal *pro rata* share of the Net Settlement Fund. The actual
17 amount provided to each Settlement Class Member who submits a valid claim may be increased or
18 decreased on a *pro rata* basis based on the size of the Net Settlement Fund and the number of Settlement
19 Class Members who submit valid claims. Accordingly, the actual amount recovered by each Settlement
20 Class Member who submits a valid claim may not be determined until after the Effective Date.

21 61. Following entry of the Preliminary Approval Order, and after payment of the Initial
22 Deposit, Defendant shall, if necessary, pay subsequent amounts invoiced by the Settlement
23 Administrator for notice and administration expenses and approved by Class Counsel (the “Periodic
24 Payment(s)”) within thirty (30) calendar days after the submission of an invoice by the Settlement
25 Administrator. This amount will be credited towards the amount Defendant must pay into the
26 Settlement Fund. This deadline may be extended by mutual consent of the Parties. Notwithstanding
27 the foregoing: (i) in no event shall Defendant be obligated to pay more than \$37,500,000, which
28 reflects its total liability, including to the Settlement Fund and for the Initial Deposit and any Periodic

1 Payment(s); and (ii) in no event shall the Settlement Administrator disseminate notice in any manner
2 materially different from that set forth in the Notice Plan, attached hereto as Exhibit B, unless the
3 Parties agree in writing to authorize such forms of notice.

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

8 **V. SUBMISSION OF SETTLEMENT AGREEMENT TO COURT FOR REVIEW AND**
9 **APPROVAL**

10 63. Solely for purposes of implementing this Settlement Agreement and effectuating the
11 proposed Settlement, the Parties agree and stipulate that Class Counsel shall submit to the Court a
12 motion for preliminary approval of the Settlement together with the Preliminary Approval Order
13 (Exhibit A).

- 14 64. Among other things, Class Counsel will seek a Preliminary Approval Order that shall:
- 15 a. Approve the Class Notice, substantially in the form set forth at Exhibits C-D;
 - 16 b. Find that the requirements for provisional certification of the Settlement Class
17 have been satisfied, appoint the Settlement Class Representatives as the
18 representatives of the provisional Settlement Class and Class Counsel as counsel
19 for the provisional Settlement Class, and preliminarily approve the Settlement as
20 being within the range of reasonableness such that the Class Notice should be
21 provided pursuant to this Settlement Agreement;
 - 22 c. Find that the CAFA notice sent by Defendant complies with 28 U.S.C. § 1715
23 and all other provisions of the Class Action Fairness Act of 2005;
 - 24 d. Determine that the Notice Plan, as set forth in this Settlement Agreement,
25 complies with all legal requirements, including but not limited to the Due Process
26 Clause of the United States Constitution;
 - 27 e. Appoint the Settlement Administrator;
- 28

- 1 f. Direct that Class Notice shall be given to the Class as provided in Paragraphs 82–
2 93 of this Settlement Agreement;
- 3 g. Provide that Settlement Class Members will have until the Claims Submission
4 Deadline to submit Claim Forms;
- 5 h. Provide that any objections by any Settlement Class Member to the certification
6 of the Settlement Class and the proposed Settlement contained in this Settlement
7 Agreement, and/or the entry of the Final Approval Order and Final Judgment,
8 shall be heard and any papers submitted in support of said objections shall be
9 considered by the Court at the Final Approval Hearing only if, on or before the
10 Objection Deadline, such objector files with the Court a written objection and
11 notice of the objector’s intention to appear, and otherwise complies with the
12 requirements in Paragraphs 100–103 of this Settlement Agreement;
- 13 i. Establish dates by which the Parties shall file and serve all papers in support of
14 the application for final approval of the Settlement and/or in response to any valid
15 and timely objections;
- 16 j. Schedule the Final Approval Hearing on a date ordered by the Court, to be
17 provided in the Preliminary Approval Order, and in compliance with applicable
18 law, to determine whether the Settlement should be approved as fair, reasonable,
19 and adequate, and to determine whether a Final Approval Order and Final
20 Judgment should be entered dismissing the Action with prejudice except as to
21 such Settlement Class Members who timely file valid written Requests to Opt-
22 Out in accordance with this Settlement Agreement and the Class Notice;
- 23 k. Provide that all Settlement Class Members will be bound by the Final Approval
24 Order and Final Judgment dismissing the Action with prejudice, except
25 Settlement Class Members who timely file valid written Requests to Opt-Out in
26 accordance with this Settlement Agreement and the Class Notice; and
27
28

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

4 65. Following the entry of the Preliminary Approval Order, the Class Notice shall be given
5 and published in the manner set forth in Section VIII of the Settlement Agreement and approved by the
6 Court.

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

- 10 a. Find that the Court has personal jurisdiction over all Settlement Class Members,
11 that the Court has subject matter jurisdiction over the claims asserted in the
12 Action, and that the venue is proper;
- 13 b. Finally approve this Settlement Agreement and the Settlement pursuant to Rule
14 23 of the Federal Rules of Civil Procedure;
- 15 c. Certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) for
16 purposes of settlement only;
- 17 d. Find that the Class Notice complied with all laws, including, but not limited to,
18 the Due Process Clause of the United States Constitution;
- 19 e. Incorporate the Releases set forth in this Settlement Agreement and make the
20 Releases effective as of the Effective Date;
- 21 f. Authorize the Parties to implement the terms of the Settlement;
- 22 g. Dismiss the Action with prejudice and enter a separate judgment pursuant to
23 Rule 58 of the Federal Rules of Civil Procedure; and
- 24 h. Determine that the Settlement Agreement and the Settlement provided for
25 herein, and any proceedings taken pursuant thereto, are not, and should not in
26 any event be offered, received, or construed as evidence of, a presumption,
27 concession, or an admission by any Party of liability or nonliability or of the
28 certifiability or non-certifiability of a litigation class, or of any misrepresentation

1 or omission in any statement or written document approved or made by any
2 Party; provided, however, that reference may be made to this Settlement
3 Agreement and the Settlement provided for herein in such proceedings as may
4 be necessary to effectuate the provisions of this Settlement Agreement, as
5 further set forth in this Settlement Agreement.

- 6 i. Retain jurisdiction relating to the administration, consummation, enforcement,
7 and interpretation of this Settlement Agreement, the Final Approval Order and
8 Final Judgment, any final order approving the Attorneys' Fees and Expenses
9 Award and Service Awards, and for any other necessary purpose.

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

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

14 68. "Releases" mean the releases and waivers set forth in this Settlement Agreement and in
15 the Final Approval Order and Final Judgment.

16 69. "Released Parties" means Meta and as well as all of Meta's current and former directors,
17 officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans,
18 representatives, servants, employees, attorneys, parents, subsidiaries, divisions, branches, units,
19 shareholders, investors, successors, predecessors, and assigns, and all other individuals and entities
20 acting on Meta's behalf.

21 70. Upon the Effective Date of the Settlement Agreement, the Settlement Class
22 Representatives and all Settlement Class Members (and each of their heirs, estates, trustees, principals,
23 beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners,
24 successors, predecessors-in-interest, and assigns and/or anyone claiming through them or acting or
25 purporting to act for them or on their behalf) ("Releasing Parties") shall be deemed to have, and by
26 operation of the Final Approval Order and Final Judgment in this Action shall have, fully, finally and
27 forever released, relinquished, and discharged any and all claims, demands, rights, damages,
28 arbitrations, liabilities, obligations, suits, debts, liens, and causes of action pursuant to any theory of

1 recovery (including, but not limited to, those based in contract or tort, common law or equity, federal,
2 state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever,
3 ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown
4 claims as of the Notice Date by all of the Releasing Parties that result from, arise out of, are based on,
5 or relate to the practices and claims that were alleged in the Action (“Released Claims”) against the
6 Released Parties.

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

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

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

26 74. After entering into this Settlement Agreement, the Parties may discover facts other than,
27 different from, or in addition to, those that they know or believe to be true with respect to the claims
28 released by this Settlement Agreement. The Released Claims and the Plaintiff Released Claims include

1 known and unknown claims relating to the Action, and this Settlement Agreement is expressly intended
2 to cover and include all such injuries or damages, including all rights of action thereunder. The Parties
3 hereby expressly, knowingly, and voluntarily waive any and all provisions, rights, and benefits
4 conferred by California Civil Code Section 1542 and any statute, rule, and legal doctrine similar,
5 comparable, or equivalent to California Civil Code Section 1542, which provides as follows:

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

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

18 76. In furtherance of such intention, the Release herein given to the Released Parties shall
19 be and remain in effect as a full and complete general release of the Released Claims notwithstanding
20 the discovery or existence of any such additional different claims or facts. Each of the Parties expressly
21 acknowledges that he/she/it has been advised by his/her/its attorney of the contents and effect of Section
22 1542, and with knowledge, each of the Parties hereby expressly waives whatever benefits he/she/it may
23 have had pursuant to such section. The Settlement Class Representatives acknowledge, and the
24 Settlement Class Members shall be deemed by operation of the Final Approval Order and Final
25 Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material
26 element of the Settlement of which this Release is a part.

27 77. Upon the Effective Date: (a) the Settlement Agreement shall be the exclusive remedy
28 for any and all Released Claims of Settlement Class Representatives and Settlement Class Members;
and (b) Settlement Class Representatives and Settlement Class Members stipulate to be and shall be

1 permanently barred by Court order from initiating, asserting, or prosecuting against the Released
2 Parties in any federal or state court or tribunal any and all Released Claims.

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

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

10 79. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys' Fees
11 and Expenses Award amongst Class Counsel and any other attorneys. Defendant shall have no liability
12 or other responsibility for allocation of any such Attorneys' Fees and Expenses Award. The amount
13 ordered by the Court shall be the sole monetary obligation for attorneys' fees and expenses to be paid
14 by Defendant pursuant to this Settlement Agreement.

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

20 81. The settlement was reached as the result of a mediation conducted before third-party
21 neutral, Randall Wulff. The Parties did not discuss service award payments or attorneys' fees and
22 expenses while negotiating the material terms of the Settlement Agreement, and they have made no
23 agreements in connection with the Settlement Class Representatives' requests for service award
24 payments or Class Counsel's attorneys' fees and expenses.

25 **VIII. NOTICE AND SETTLEMENT ADMINISTRATION**

26 82. The Settlement Administrator's fees and costs, including the costs of notice, will be paid
27 from the Settlement Fund as described in Paragraphs 58–62.

28

1 83. The Settlement Administrator will execute a confidentiality and non-disclosure
2 agreement with Defendant and Class Counsel and will take all reasonable steps to ensure that any
3 information provided to it by Settlement Class Members will be used solely for the purpose of effecting
4 this Settlement.

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

13 85. A copy of this Settlement Agreement and exhibits hereto, the motions for preliminary
14 approval, Attorneys' Fees and Expenses Award, Final Approval, and related papers, and Court orders
15 pertaining to the Settlement, shall be posted once available for download on the Settlement Website
16 maintained by the Settlement Administrator. The information shall remain available on the Settlement
17 Website until after the Effective Date and distribution of all settlement benefits.

18 86. Settlement Class Members who wish to receive a cash payment will be required to
19 submit a Claim Form. The Claim Form shall, among other things, require the Settlement Class Member
20 to certify, under penalty of perjury, that (a) they had Location Services disabled on their iOS or
21 Android-based device(s) as to the Facebook application at any point in time between January 30, 2015
22 and April 18, 2018, inclusive; and (b) they accessed Facebook while Location Services was disabled.
23 The Claim Forms shall be submitted to the Settlement Administrator via U.S. mail or electronically
24 through the Settlement Website. To be valid, Claim Forms must be received by the Settlement
25 Administrator by the Claims Submission Deadline.

26 87. The Class Notice shall set forth the procedure detailed in Section IX of the Settlement
27 Agreement *supra* whereby members of the Settlement Class may exclude themselves from the
28 Settlement by submitting a Request to Opt-Out to the Settlement Administrator. Requests to Opt-Out

1 must be submitted by the Opt-Out Deadline. Any member of the Settlement Class who does not timely
2 and validly Request to Opt-Out shall be bound by the terms of this Settlement. As soon as practicable
3 after the Opt-Out Deadline, the Settlement Administrator shall provide the Court with a list of the
4 individuals who timely and validly requested to opt-out from the Settlement. Any member of the
5 Settlement Class who submits a timely Request to Opt-Out may not file an objection to the Settlement
6 and shall be deemed to have waived any and all rights and benefits under this Settlement.

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

10 89. The Settlement Administrator shall determine whether a submitted Claim Form meets
11 the requirements set forth in this Settlement Agreement. Each Claim Form shall be submitted to and
12 reviewed by the Settlement Administrator, who shall determine whether each claim shall be allowed.
13 The Settlement Administrator shall use best practices and all reasonable efforts and means to identify
14 and reject duplicate and/or fraudulent claims, including, without limitation, indexing all payments
15 provided to the Settlement Class Members.

16 90. Claim Forms that do not meet the requirements set forth in this Settlement and/or in the
17 Claim Form instructions shall be rejected. Where a good faith basis exists, the Settlement
18 Administrator may reject a Claim Form for, among other reasons, the following: (a) the Claim Form
19 is not fully complete and/or signed; (b) the Claim Form is illegible; (c) the Claim Form is fraudulent;
20 (d) the Claim Form is duplicative of another Claim Form; (e) the person submitting the Claim Form is
21 not a Settlement Class Member; (f) the person submitting the Claim Form requests that payment be
22 made to a person or entity other than the Settlement Class Member for whom the Claim Form is
23 submitted; (g) the Claim Form is not timely submitted; or (h) the Claim Form otherwise does not meet
24 the requirements of this Settlement Agreement. Claim Forms that do not meet the terms and conditions
25 of this Settlement shall be promptly rejected by the Settlement Administrator. The Settlement
26 Administrator shall have thirty (30) days from the Claims Submission Deadline to exercise the right of
27 rejection. The Settlement Administrator shall notify the claimant of the rejection using the contact
28 information provided in the Claim Form. Class Counsel and Defense Counsel shall be provided with

1 copies of all such notifications of rejection, provided that the copies do not contain the name, email
2 address, mailing address, or other personal identifying information of the claimant. If any claimant
3 whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the claimant
4 must, within ten (10) days from receipt of the rejection, transmit to the Settlement Administrator by
5 email or U.S. mail a notice and statement of reasons indicating the claimant's grounds for contesting
6 the rejection, along with any supporting documentation, and requesting further review by the
7 Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of
8 the claim. If Class Counsel and Defense Counsel cannot agree on a resolution of the claimant's notice
9 contesting the rejection, the decision of the Settlement Administrator shall be final. No person shall
10 have any claim against Defendant, Defense Counsel, Settlement Class Representatives, Class Counsel,
11 and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards
12 made in accordance with this Settlement.

13 91. The Settlement Administrator will provide information as agreed between Class
14 Counsel and the Settlement Administrator, including weekly reports on the submissions of claims,
15 objections, and Requests to Opt-Out.

16 92. As soon as reasonably possible after the Claims Submission Deadline, but no later than
17 fifteen (15) days from the Claims Submission Deadline, the Settlement Administrator shall provide
18 Class Counsel and Defense Counsel with a spreadsheet that contains information sufficient to
19 determine: (a) the number of Settlement Class Members that submitted a claim; (b) the number of
20 submitted Claim Forms that are valid and timely, and the number that are not; (c) the number of
21 submitted Claim Forms the Settlement Administrator intends to treat as approved claims; and (d) the
22 number of submitted Claim Forms the Settlement Administrator has denied. The materials that the
23 Settlement Administrator provides to Class Counsel pursuant to this Paragraph shall not contain the
24 names, email addresses, mailing addresses, or other personal identifying information of the Settlement
25 Class Members.

26 93. Defendant may, in its sole discretion, terminate this Settlement Agreement if more than
27 a specified number of individuals submit valid and timely requests to exclude themselves from the
28 Settlement, as agreed to by the Parties and submitted to the Court for in camera review. If Defendant

1 elects to terminate the Settlement pursuant to this provision of the Settlement Agreement, it shall
2 provide written notice within ten (10) business days following the date the Settlement Administrator
3 informs Defendant of the number of Settlement Class Members who have requested to opt out of the
4 Settlement pursuant to the provisions set forth above. If Defendant rescinds the Settlement pursuant to
5 this section of the Agreement, it shall have no further obligations to pay the Settlement Fund and shall
6 be responsible for only the fees and expenses actually incurred by the Settlement Administrator, for
7 which the Settlement Class Representatives and Class Counsel are not liable.

8 **IX. OPT-OUTS**

9 94. Any individual who wishes to exclude themselves from the Settlement must submit a
10 written request for exclusion to the Settlement Administrator, which shall be postmarked no later than
11 the Opt-Out Deadline or submitted online through the claims portal and verified no later than the Opt-
12 Out Deadline.

13 95. The written Request to Opt-Out must:

- 14 (i) Identify the case name of the Action;
- 15 (ii) Identify the name and current address of the individual seeking exclusion from
16 the Settlement;
- 17 (iii) Be personally signed by the individual seeking exclusion;
- 18 (iv) Include a statement clearly indicating the individual's intent to be excluded
19 from the Settlement;
- 20 (v) Request exclusion only for that one individual whose personal signature
21 appears on the request;
- 22 (vi) Include the Facebook account URL (if reasonably available) and the email
23 address and telephone number associated with the Facebook account of the
24 individual seeking exclusion; and
- 25 (vii) State that the individual seeking exclusion (a) had Location Services disabled
26 on their iOS or Android-based device(s) as to the Facebook application at any
27 point in time between January 30, 2015 and April 18, 2018, inclusive; and
28 (b) accessed Facebook while Location Services was disabled.

96. To be effective and valid, opt-out requests submitted online must verify the Request to
Opt-Out no later than the Opt-Out Deadline using the link sent to the individual who submitted the

1 request for exclusion.

2 97. Opt-out requests seeking exclusion on behalf of more than one individual shall be
3 deemed invalid by the Settlement Administrator.

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

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

12 **X. OBJECTIONS**

13 100. Any Settlement Class Member who wishes to object to the Settlement must submit a
14 written objection to the Court and Class Counsel on or before the Objection Deadline, as specified in
15 the Preliminary Approval Order.

16 101. The written objection must include:

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

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

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

XI. MODIFICATION OR TERMINATION OF SETTLEMENT AND RESERVATION OF RIGHTS

104. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approval of the Court; provided, however that, after entry of the Final Approval Order and Final Judgment, the Parties may 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 and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

105. This Settlement Agreement and any Exhibits attached hereto constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to

1 any Party concerning this Settlement Agreement or its Exhibits other than the representations,
2 warranties, and covenants covered and memorialized in such documents.

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

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

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

25 109. The Parties agree that the effectiveness of this Settlement Agreement is not contingent
26 upon the Court's approval of the payment of any Attorneys' Fees or Expenses or Service Awards. If
27 the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Expenses or Service
28 Awards, all remaining provisions in this Settlement Agreement shall remain in full force and effect.

1 No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning
2 the payment of Attorneys' Fees or Expenses or Service Awards, or the amount thereof, shall be grounds
3 for cancellation or termination of this Settlement Agreement.

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

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

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

20 **XIII. MISCELLANEOUS PROVISIONS**

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

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

To the Settlement Class Representatives and the Settlement Class:

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, MO 64112

With a Copy to:

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

To Counsel for Meta:

Rosemary Ring
Gibson, Dunn & Crutcher LLP
555 Mission Street, Suite 3000
San Francisco, CA 94105-0921

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

With a Copy to Meta

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

114. 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.

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

116. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe, contradict, or clarify this Settlement Agreement, its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed. This Settlement

1 Agreement supersedes all prior negotiations and agreements. The Parties expressly agree that the terms
2 and conditions of this Settlement Agreement will control over any other written or oral agreements.

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

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

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

25 120. The Parties agree that the consideration provided to the Settlement Class and the other
26 terms of the Settlement Agreement were negotiated at arm’s length, in good faith by the Parties, and
27 reflect a settlement that was reached voluntarily, after consultation with competent legal counsel, and
28 with the assistance of an independent, neutral mediator.

1 121. The Settlement Class Representatives and Class Counsel have concluded that the
2 Settlement set forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the
3 Settlement Class Representatives asserted against Defendant, including the claims on behalf of the
4 Settlement Class, and that it promotes the best interests of the Settlement Class.

5 122. To the extent permitted by law, all agreements made and orders entered during the
6 course of the Action relating to the confidentiality of information shall survive this Settlement
7 Agreement.

8 123. The waiver by one Party of any breach of this Settlement Agreement by any other Party
9 shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

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

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

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

21 127. This Settlement Agreement was jointly drafted by the Parties. Settlement Class
22 Representatives, Settlement Class Members, and Defendant shall not be deemed to be the drafters of
23 this Settlement Agreement or of any particular provision, nor shall they argue that any particular
24 provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon
25 of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against
26 one Party as the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and
27 common law principles of construing ambiguities against the drafter shall have no application.

28

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

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

5 130. In construing this Settlement Agreement, the use of the singular includes the plural (and
6 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

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

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

24 133. The Settlement Class Representatives further acknowledge, agree, and understand that:
25 (i) each has read and understands the terms of this Settlement Agreement; (ii) each has been advised in
26 writing to consult with an attorney before executing this Settlement Agreement; and (iii) each has
27 obtained and considered such legal counsel as he deems necessary.

28

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

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

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

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

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DATED: August 21, 2022



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: August 21, 2022



Sabita J. Soneji
Tycko & Zavareei LLP
Attorneys for Plaintiffs

DATED: August 21, 2022



Barrett J. Vahle
Stueve Siegel Hanson LLP
Attorneys for Plaintiffs

EXHIBIT A

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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: September 29, 2022

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,
2 and Robin Hodge (“Settlement Class Representatives”), on behalf of themselves and the Settlement
3 Class as defined below, and Defendant Meta Platforms, Inc. (“Defendant”) (collectively, the “Parties”)
4 entered into a Settlement Agreement on August 22, 2022, 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
9 certify the Settlement Class after the Final Approval Hearing, and (iii) directing notice as set forth
10 herein;

11 **WHEREAS**, the Settlement appears to be the product of informed, arms’ length settlement
12 negotiation conducted before the mediator Randall W. Wulff;

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

17 **WHEREAS**, unless otherwise specified, all capitalized terms used herein have the same
18 meaning as set forth in the 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
21 all Parties to the Action.

22 2. The Parties have moved the Court for an order approving the Settlement of the Action
23 in accordance with the 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 Settlement Agreement and having heard the
26 Parties, hereby preliminarily approves the Settlement Agreement in its entirety, subject to the Final
27 Approval Hearing referred to in Paragraph 10 of this Order.

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

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

3 4. The Court further finds that the Settlement Agreement substantially fulfills the purposes
4 and objectives of the class action and provides substantial relief to the Settlement Class without the
5 risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also
6 finds that the Settlement Agreement: (a) is the result of arm's-length negotiations between experienced
7 class action attorneys; (b) is sufficient to warrant notice of the Settlement and the Final Approval
8 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
13 of 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
16 Class Counsel for the Settlement Class; and (b) plaintiffs Brendan Lundy, Myriah Watkins, Elizabeth
17 Childers, Michelle Agnitti, and Robin Hodge are appointed Settlement Class Representatives for the
18 Settlement Class. The Court finds that these attorneys are competent and capable of exercising the
19 responsibilities of Settlement Class Counsel and that Settlement Class Representatives will adequately
20 protect the interests of the Settlement Class defined below.

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

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

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

1 of Defendant or its subsidiaries and affiliated companies; (ii) the Court, the Court's immediate family,
2 and Court staff, as well as any appellate court to which this matter is ever assigned, and its immediate
3 family 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
7 Class is so numerous that joinder of all members is impracticable; (b) there are questions of fact and
8 law common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical
9 of the claims of the members of the Settlement Class; (d) the Settlement Class Representatives and
10 Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class;
11 (d) common questions of law or fact predominate over questions affecting individual members; and (e)
12 a class action is a superior method for fairly and efficiently adjudicating the Action.

13 If the Settlement Agreement does not receive the Court's final approval, if final approval is
14 reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective,
15 the Court's grant of conditional class certification of the Settlement Class shall be vacated, the Parties
16 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
18 propriety 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
20 Court finds that it has sufficient information to enable it to determine whether to give notice of the
21 proposed Settlement to the Settlement Class. The Court further finds that the proposed Settlement and
22 Notice Plan meet the requirements of Rule 23(e) and that the Court will likely be able to certify the
23 Settlement Class 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
27 without further order of the Court, so long as they are approved by the Parties and consistent in all
28 material respects with the Settlement Agreement and this Order. The Settlement Administrator is

1 directed to carry out the Notice Plan in conformance with the Settlement Agreement and the below-
2 stated schedule, and to perform all other tasks that the Settlement Agreement requires. Prior to the
3 Final Approval Hearing, Class Counsel shall cause to be filed with the Court an appropriate declaration
4 by 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
6 Class as described in the Notice Plan submitted with the Motion for Preliminary Approval: (a)
7 constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the
8 circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the
9 proposed Settlement, and their rights to object to the Settlement and to exclude themselves from the
10 Settlement Class; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons
11 entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the
12 constitutional requirement of due process, and any other legal requirements. The Court further finds
13 that the notices are written in plain language, use simple terminology, and are designed to be readily
14 understandable by Settlement Class Members. The Court further finds that the Notice Plan fully
15 complies with the United States District Court for the Northern District of California's Procedural
16 Guidance for Class Action Settlements.

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

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

1 The Court finds that Angeion Group will comply with the notice provisions of the Class Action
2 Fairness Act of 2005, 28 U.S.C. § 1715, as described in the Declaration of Steven Weisbrot in Support
3 of Notice Plan.

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

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

18 8. **Opting-Out from Settlement Class.** Any person falling within the definition of the
19 Settlement Class may, upon request, be excluded or “opt out” from the Settlement Class. Any such
20 person who desires to opt out must submit written notice of such intent online through the claims portal
21 or via United States mail to the designated address established by the Settlement Administrator. The
22 written notice must (i) identify the case name of the Action; (ii) identify the name and current address
23 of the individual seeking exclusion from the Settlement; (iii) be personally signed by the individual
24 seeking exclusion; (iv) include a statement clearly indicating the individual’s intent to be excluded
25 from the Settlement; (v) request exclusion only for that one individual whose personal signature
26 appears on the request; (vi) include the Facebook account URL (if reasonably available) and the email
27 address and telephone number associated with the Facebook account of the individual seeking
28 exclusion; (vii) state that the individual seeking exclusion (a) had Location Services disabled on their

1 iOS or Android-based device(s) as to the Facebook application at any point in time between January
2 30, 2015 and April 18, 2018, inclusive; and (b) accessed Facebook while Location Services was
3 disabled.

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

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

14 9. **Objections and Appearances.** Any Settlement Class Member may enter an
15 appearance in the Action, at their own expense, individually or through counsel of their own choice. If
16 a Settlement Class Member does not enter an appearance, they will be represented by Class Counsel.
17 Any Settlement Class Member who wishes to object to the Settlement, the benefits of the Settlement,
18 Service Awards, and/or the Attorneys' Fees and Expenses Award, or to appear at the Final Approval
19 Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and
20 adequate to the Settlement Class, why a Final Approval Order and Judgment should not be entered
21 thereon, why the benefits of the Settlement should not be approved, or why the Service Awards and/or
22 the Attorneys' Fees and Expenses Award should not be granted, may do so, but must proceed as set
23 forth in this paragraph. No Settlement Class Member will be heard on such matters unless they have
24 filed in this Action the objection, together with any briefs, papers, statements, or other materials the
25 Settlement Class Member wishes the Court to consider, within sixty (60) calendar days following the
26 Notice Date. Any objection must include: (i) the case name and number of the Action; (ii) the full
27 name, address, telephone number and email address of the objecting Settlement Class Member, and if
28 represented by counsel, of his/her counsel; (iii) the Facebook account URL (if reasonably available)

1 and the email address and telephone number associated with the objector’s Facebook account; (iv) a
2 statement that the objector (a) had Location Services disabled on their iOS or Android-based device(s)
3 as to the Facebook application at any point in time between January 30, 2015 and April 18, 2018,
4 inclusive; and (b) accessed Facebook while Location Services was disabled; (v) a statement of whether
5 the objection applies only to the objector, to a specific subset of the class, or to the entire class; (vi) a
6 statement of the number of times in which the objector (and, where applicable, objector’s counsel) has
7 objected to a class action settlement within the three years preceding the date that the objector files the
8 objection, along with the caption of each case in which the objector has made such objection; (vii) a
9 statement of the specific grounds for the objection; (viii) a statement of whether the objecting
10 Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether
11 personally or through counsel; and (ix) the objector’s signature.

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

22 10. **Final Approval Hearing**. A hearing will be held by this Court in the Courtroom of The
23 Honorable James Donato, United States District Court for the Northern District of California, United
24 States Courthouse, Courtroom 11 on the 19th Floor, 450 Golden Gate Avenue, San Francisco, CA, at
25 [REDACTED].m. on [REDACTED], 2023 (“Final Approval Hearing”), to determine:
26 (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Settlement Class;
27 (b) whether a Final Approval Order and Judgment should be entered; (c) whether the Settlement
28 benefits as proposed in the Settlement Agreement should be approved as fair, reasonable, and adequate;

1 (d) whether to approve the application for Service Awards for the Settlement Class Representatives and
2 an Attorneys' Fees and Expenses Award; and (e) any other matters that may properly be brought before
3 the Court in connection with the Settlement. The Court may approve the Settlement with such
4 modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

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

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

16 13. **Extension of Deadlines.** Upon application of the Parties and good cause shown, the
17 deadlines set forth in this Order may be extended by order of the Court, without further notice to the
18 Settlement Class. Settlement Class Members must check the Settlement website ()
19 regularly for updates and further details regarding extensions of these deadlines. The Court reserves
20 the right to adjourn or continue the Final Approval Hearing, and/or to extend the deadlines set forth in
21 this Order, without further notice of any kind to the Settlement Class.

22 14. **Termination of the Settlement and Use of this Order.** This Order shall become null
23 and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their
24 respective positions existing as of June 23, 2022, if the Effective Date does not occur or the Settlement
25 is otherwise terminated in accordance with the terms of the Settlement. In such an event, the Settlement
26 shall become null and void and shall be of no further force and effect, and neither the Settlement
27 (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the
28 Settlement shall be used or referred to for any purpose whatsoever. For the avoidance of doubt, if the

1 Effective Date does not occur or the Settlement is otherwise terminated in accordance with the terms
 2 of the Settlement, then neither the Settlement (including any Settlement-related filings) nor the Court's
 3 orders, including this Order, relating to the Settlement shall be: (1) construed or used as an admission,
 4 concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the
 5 certifiability of any class; (2) construed or used as an admission, concession, or declaration by or
 6 against the Settlement Class Representatives or any other Settlement Class Member that his or her
 7 claim lacks merit or that the relief requested is inappropriate, improper, or unavailable; or (3) construed
 8 or used as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in
 9 any other lawsuit.

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

13 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
Opt-Out Deadline	60 days after Notice Date
Objection Deadline	60 days after Notice Date
Claims Submission Deadline	60 days after Notice Date
Final Approval Brief and Response to Objections Due	30 days after Claims Submission Deadline
Proof of Notice Submitted	At least 35 days prior to the Final Approval Hearing

1 Final Approval Hearing

(To be scheduled no less than 35 days after the
filing of the Final Approval Brief and Response
to Objections)

2
3
4 **IT IS SO ORDERED.**

5
6 DATED: September _____, 2022

7 HON. JAMES DONATO
8 U.S. DISTRICT COURT JUDGE
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EXHIBIT B

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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.).

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

21 **SUMMARY OF THE NOTICE PLAN**

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

27 13. As discussed in greater detail below, the media campaign component of the Notice Plan is
28 designed to deliver an approximate 80.69% reach with an average frequency of 3.01 times. This

number is calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers. It is further verified by sophisticated media software and calculation engines that cross reference which media is being purchased with the media habits of our specific Target Audience, which is defined below in Paragraph 17. What this means in practice is that 80.69% of our Target Audience will see a digital advertisement concerning the Settlement an average of 3.01 times each. The 80.69% reach does not include the dedicated Settlement Website and toll-free telephone line, which are difficult to measure in terms of reach percentage but will nonetheless provide awareness and further diffuse news of the Settlement to Settlement Class Members.

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

MEDIA NOTICE

Publication

15. The Notice Plan includes publication in *People* magazine. Notice of the settlement would be published in a half page, black and white ad. A chart showing the circulation of *People* and its total audience is below:

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

Programmatic Display Advertising

16. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States to provide notice of the Settlement to Settlement Class Members.¹ The media notice outlined below is

¹ Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. It has been reported that U.S. advertisers spent nearly \$65.74 billion on programmatic display advertising in 2020, and it is estimated that almost 86.5%, or \$81.58 billion, of all U.S. digital display ad dollars will transact programmatically in 2021. See <https://www.emarketer.com/content/us-programmatic-digital-display-advertising-outlook-2021>. 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 strategically designed to provide notice of the Settlement to Settlement Class Members by driving
2 them to the dedicated Settlement Website where they can learn more about the Settlement, including
3 their rights and options.

4 17. To develop the media notice campaign and to verify its effectiveness, our media team analyzed
5 data from 2022 comScore Multi-Platform/MRI Simmons USA Fusion² to profile the Settlement Class
6 and arrive at an appropriate Target Audience based on criteria pertinent to this Settlement.
7 Specifically, the following syndicated research definition was used to profile potential Settlement
8 Class Members: “Social Media- Mmx 30-Day Net: Facebook”. In short, this means the number of
9 individuals who used Facebook in the last thirty (30) days.

10 18. Using data from the last thirty (30) days is consistent with media buying best practices, as it
11 allows the buyer to confirm that the targeting data is current and accurate. It further allows certainty
12 in confirming that certain data, such as IP addresses, have not been recycled and that members of the
13 Target Audience are likely to be in the class.

14 19. Based on the Target Audience definition used, the size of the Target Audience is approximately
15 74,182,000 individuals in the United States. It is important to note that the Target Audience is distinct
16 from the class definition, as is commonplace in class action notice plans. Utilizing an overinclusive
17 proxy audience maximizes the efficacy of the Notice Plan and is considered a best practice among
18 media planners and class action notice experts alike. Using proxy audiences is also commonplace in
19 both class action litigation and advertising generally³.

20 20. Additionally, the Target Audience is based on objective syndicated data, which is routinely
21 used by advertising agencies and experts to understand the demographics, shopping habits and

22
23 ² GfK MediaMark Research and Intelligence LLC (“GfK MRI”) provides demographic, brand preference and media-use
24 habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and
25 services in nearly 600 categories. comSCORE, Inc. (“comSCORE”) is a leading cross-platform measurement and
26 analytics company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global
27 interactions monthly. comSCORE’s proprietary digital audience measurement methodology allows marketers to
28 calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection,
allowing these audiences to be reach more effectively. comSCORE operates in more than 75 countries, including the
United States, serving over 3,200 clients worldwide.

³ If the total population base (or number of class members) is unknown, it is accepted advertising and communication
practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow
the notice expert to establish that number. The percentage of the population reached by supporting media can then be
established. Duke Law School, GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS
TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS, at 56.

1 attitudes of the consumers that they are seeking to reach⁴. Using this form of objective data will allow
2 the Parties to report the reach and frequency to the Court with confidence that the reach percentage
3 and the number of exposure opportunities comply with due process and exceed the Federal Judicial
4 Center's threshold as to reasonableness in notification programs. Virtually all professional advertising
5 agencies and commercial media departments use objective syndicated data tools, like the ones
6 described above, to quantify net reach. Sources like these guarantee that advertising placements can
7 be measured against an objective basis and confirm that the reporting statistics are not overstated.
8 Objective syndicated data tools are ubiquitous tools in a media planner's arsenal and are regularly
9 accepted by courts in evaluating the efficacy of a media plan or its component parts. Understanding
10 the socioeconomic characteristics, interests and practices of a target group aids in the proper selection
11 of media to reach that target. Here, the Target Audience has been reported to have the following
12 characteristics:

- 13 • 49.46% are ages 35-64, with a median age of 48.7 years old
- 14 • 50.33% are male
- 15 • 54.34% are now married
- 16 • 33.63% have children
- 17 • 41.34% have received a bachelor's or post-graduate degree
- 18 • 48.51% are currently employed full time
- 19 • The average household income is \$91,650
- 20 • 95.01% have used social media in the last 30 days

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

25 22. Given the strength of digital advertising, as well as our Target Audience's consistent internet
26

27 ⁴ The notice plan should include an analysis of the makeup of the class. The target audience should be defined and
28 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 use, we recommend utilizing a robust internet advertising campaign to reach Settlement Class
2 Members. This media schedule will allow us to deliver an effective reach level and frequency, which
3 will provide due and proper notice to the Settlement Class.

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

- 6 • Look-a-like Modeling: This technique utilizes data methods to build a look-a-like audience
7 against known Settlement Class Members.
- 8 • Predictive Targeting: This technique allows technology to “predict” which users will be served
9 by the advertisements about the Settlement.
- 10 • Audience Targeting: This technique utilizes technology and data to serve the impressions to
11 the intended audience based on demographics, purchase behaviors and interests.
- 12 • Site Retargeting: This technique is a targeting method used to reach potential Settlement Class
13 Members who have already visited the dedicated Settlement Website while they browsed other
14 pages. This allows Angeion to provide a potential Settlement Class Member sufficient
15 exposure to an advertisement about the Settlement.
- 16 • Geotargeting: The campaign will be targeted nationwide. If sufficient data is available, the
17 campaign will leverage a weighted delivery based on the geographic spread of the Target
18 Audience throughout the country.

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

25 **Paid Search Campaign**

26 25. The Notice Plan also includes a paid search campaign on Google to help drive Settlement Class
27 Members who are actively searching for information about the Settlement to the dedicated Settlement
28 Website. Paid search ads will complement the programmatic and social media campaigns, as search

1 engines are frequently used to locate a specific website, rather than a person typing in the URL. Search
2 terms would relate to not only the Settlement itself but also the subject matter of the litigation. In other
3 words, the paid search ads are driven by the individual user's search activity, such that if that individual
4 searches for (or has recently searched for) the Settlement, litigation or other terms related to the
5 Settlement, that individual could be served with an advertisement directing them to the Settlement
6 Website.

7 **Sponsored Class Action Website Listings**

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

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

21 **Social Media**

22 28. The Notice Plan also includes a social media campaign utilizing Facebook and Instagram, two
23 of the leading social media platforms⁵ in the United States. The social media campaign uses an interest-
24 based approach which focuses on the interests that users exhibit while on these social media platforms.

25 29. The social media campaign will engage with the Target Audience desktop sites, mobile sites,
26

27 ⁵ 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 and mobile apps. Additionally, specific tactics will be implemented to further qualify and deliver
2 impressions to the Target Audience. *Look-a-like modeling* allows the use of consumer characteristics
3 to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure
4 the Notice Plan messaging is delivered to the proper audience. *Conquesting* allows ads to be served in
5 relevant placements to further alert potential Settlement Class Members. The social media ads will
6 further be geo-targeted with a weighted delivery to account for the geographics of the Target Audience
7 if this information is available.

8 30. The social media campaign will coincide with the programmatic display advertising portion of
9 the Notice Plan. Combined, the media notice efforts are designed to deliver approximately 172 million
10 impressions. To track campaign success, we will implement conversion pixels throughout the
11 Settlement Website to understand audience behavior better and identify those most likely to convert.
12 The programmatic algorithm will change based on success and failure to generate conversions
13 throughout the process in order to provide the most effective messaging.

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

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

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

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

8 **REACH AND FREQUENCY**

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

14 35. Specifically, the comprehensive media campaign is designed to deliver an approximate
15 80.69% reach with an average frequency of 3.01 times each. It should be noted that the 80.69% reach
16 approximation does not include impressions garnered through listings on class action websites, the
17 dedicated Settlement Website, or the toll-free hotline, which are difficult to measure in terms of reach
18 percentage but will nonetheless provide awareness and further diffuse news of the Settlement to
19 Settlement Class Members. While there is often the opportunity to increase reach and frequency of the
20 notice program with the use of paid media, this plan exceeds the Federal Judicial Center’s guidelines
21 as to reasonableness in paid media programs and is also in excess of the reach relied upon in many
22 similar settlements. Additionally, this settlement is nearly certain to generate a tremendous amount of
23 press in the national media, which is not quantified in the stated reach percentage. The reach and
24 frequency metrics included herewith allow the Parties to objectively prove the Notice Plan reached a
25 high percentage of the Target Audience. Furthermore, Angeion will monitor and report to the Court
26 on any subsequent earned media that is published regarding the settlement, which will likely prove to
27 be substantial and will increase the number of Settlement Class Members who are made aware of the
28 settlement and their rights under it.

NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005

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

PLAIN LANGUAGE NOTICE DESIGN

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

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

CLAIMS ADMINISTRATION

Claim Form Submissions

39. 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 rejected⁶.

40. Angeion will notify Settlement Class Members whose claim form is rejected, either in whole

⁶ 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 or in part, and inform Settlement Class Members of their option to contest their rejection and
2 instructions on how to do so. Angeion will review any contested rejections with Class Counsel and
3 Defense Counsel. If Class Counsel and Defense Counsel cannot agree on a resolution of the claimant's
4 notice contesting the rejection, the Settlement Administrator shall have the discretion that it will
5 exercise in good faith to assess the validity of the disputed claim.

6 **Duplicative Submissions and Fraud Review**

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

14 **Distribution of Settlement Benefits**

15 42. Settlement Class Members are able to select from a variety of digital payment options, such as
16 PayPal, Venmo, Zelle, ACH transfers, and virtual pre-paid cards. Angeion will also accommodate
17 Settlement Class Members who request that a traditional check be mailed to them in lieu of one of the
18 digital payment options.

19 **CONCLUSION**

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

25 44. In my professional opinion, the Notice Plan described herein will provide full and proper notice
26 to Settlement Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my
27 opinion that the Notice Plan is the best notice that is practicable under the circumstances and fully
28 comports with due process and Fed. R. Civ. P. 23. After the Notice Plan has been executed, Angeion

1 will provide a final report verifying its effective implementation to this Court.

2

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

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5 Dated: August 21, 2022

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STEVEN WEISBROT

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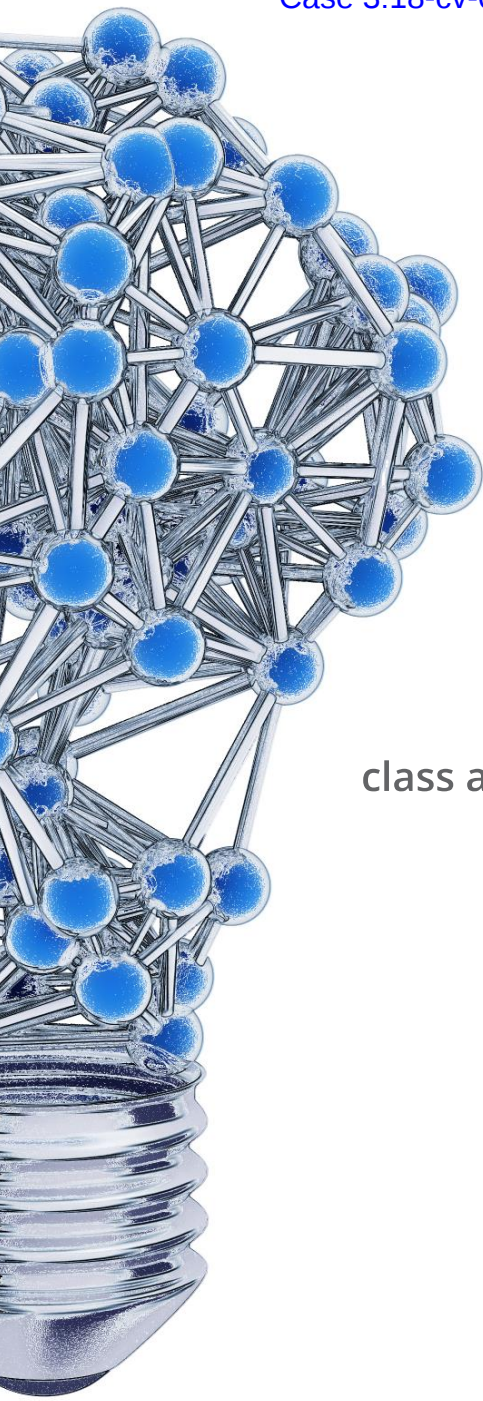
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Exhibit A
to Declaration of Steven Weisbrot



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class action | mass tort | legal noticing | litigation support



Judicial Recognition

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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.

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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.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish),

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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.

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***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

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 Addresses.

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.

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

Claim Forms may be submitted online at **WEBSITE URL** or printed from the website and mailed to the Settlement Administrator at: [insert address].

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

Frequently Asked Questions document and Class Action Settlement Agreement and Release, which are available at **WEBSITE URL**.

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 WEBSITE URL



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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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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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EXHIBIT D

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 receive a 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 _____.</p> <p>You can submit your Claim Form online at _____ 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 up the right to sue the Defendant in a separate lawsuit about the legal claims this Settlement resolves.</p>	_____, 2022

¹ All capitalized terms not defined herein have the same meaning as in the Settlement Agreement, which can be viewed at _____ (website).

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
	For more information see Question ____ .	
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense. For more information see Question ____ .	_____, 2022
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	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. For more information see Question ____ .	_____, 2022
DO NOTHING	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.	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.

WHAT THIS NOTICE CONTAINS

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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 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.

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. 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 _____ or calling the Settlement Administrator at _____. You may also view the Settlement Agreement at _____ (**website**).

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, 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, 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 1 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.

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. 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 _____ (**website**).

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 _____ or printed from the website and mailed to the Settlement Administrator at: _____.

You may also contact the Settlement Administrator to request a Claim Form by telephone _____, by email _____, or by U.S. mail at _____.

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, _____, 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. 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 30% 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 _____ 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.

Your request for exclusion must be submitted online at _____, after which you must verify the opt-out at the email address you provide, or via U.S. mail at the address below:

[insert Settlement Admin address]

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 _____, 2022.

If submitted by U.S. mail, the Opt-Out Form or any written request to opt-out must be postmarked no later than _____, 2022.

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.

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, and email address; (iii) your Facebook account URL (if reasonably available) and the email address and telephone number associated with your Facebook account; (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 your counsel (if you are represented by counsel); (vi) a statement of the number of times in which you (and, where applicable, your counsel) have objected to a class action settlement within the three years preceding the date that you file the objection, along with the caption of each case in which you 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; (viii) a statement of whether you intend to appear at the Final Approval Hearing, and if so, whether personally or through counsel; (ix) a statement of whether your objection applies only to you, to a specific subset of the class, or to the entire class; and (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 _____.

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

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, _____, 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, _____.

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

Email: _____

Toll-Free: _____

Mail: _____

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

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

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

Website URL

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 Website URL; 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 Email Address, 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. **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
Website URL

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

Current 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 options:

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:

Physical Check - Payment will be mailed to the address provided above.

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 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 2

1 SABITA J. SONEJI (SBN 224262)
ssoneji@tzlegal.com
2 **TYCKO & ZAVAREEI LLP**
The Tower Building
3 1970 Broadway, Suite 1070
Oakland, CA 94612
4 Telephone: 510.254.6808

5 BARRETT J. VAHLE (*pro hac vice*)
vahle@stuevesiegel.com
6 **STUEVE SIEGEL HANSON LLP**
460 Nichols Road, Suite 200
7 Kansas City, MO 64112
Telephone: 816.714.7100

8 *Counsel for Plaintiffs and the Proposed Class*
9

10
11 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
12 **SAN FRANCISCO DIVISION**

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

15 Plaintiffs,

16 v.

17 META PLATFORMS, INC.,

18 Defendant.
19
20

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

**DECLARATION OF CLASS COUNSEL IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 29, 2022

Time: 10 a.m.

Place: Courtroom 11, San Francisco, 19th Floor

1 Sabita J. Soneji and Barrett J. Vahle declare as follows:

2 1. We represent Brendan Lundy, Myriah Watkins, Elizabeth Childers, Michelle Agnitti, and
3 Robin Hodge (“Plaintiffs” or “Settlement Class Representatives”) in the above-captioned class action. We
4 have worked on this litigation from the filing of the first-filed *Heeger* case, which was subsequently related
5 and consolidated with this case, through the present. We have led the Plaintiffs’ efforts in this case and
6 have personal knowledge of all matters addressed in this Declaration, including the negotiations that
7 culminated with the filing of the Settlement now before the Court.

8 2. As detailed herein, we have led and been a part of leadership of numerous privacy-related
9 cases and other complex class action litigation. For purposes of the Court’s consideration of certifying the
10 class for settlement purposes (the “Settlement Class”) and appointing Class Counsel, we briefly summarize
11 our qualifications as part of this Declaration.

12 ***Sabita J. Soneji***

13 3. Ms. Soneji is a partner in the California office of Tycko & Zavareei LLP, where she serves
14 as the head of the firm’s Privacy and Data Breach Group. She is a seasoned litigator with over twenty years
15 of experience, including seven years with the United States Department of Justice.

16 4. Ms. Soneji has tremendous experience leading complex class actions and multidistrict
17 litigation, including in the areas of data privacy. She currently serves on the Executive Committee in *In re:*
18 *T-Mobile Customer Data Security Breach* Litigation (Case No. 4:21-MD-03019-BCW, W.D. Mo.), which
19 involves claims resulting from a data breach that compromised the personal data of tens of millions of
20 consumers. Last year, Ms. Soneji was appointed co-lead counsel in *Lewis, et al. v. Idaho Central Credit Union*,
21 No. CV01-20-03733 (Idaho 4th Dist. Ct., Ada Cnty.), a data breach class action in which she secured a
22 \$1.55 million common fund that resulted in hundreds of dollars awarded to each participating settlement
23 class member. Ms. Soneji was also been deeply involved in other data privacy MDLs, including *In Re:*
24 *Capital One Consumer Data Security Breach Litigation*, No. 1:19-md-2915 (E.D. Va.), in which she represented
25 one of the lead plaintiffs and which resulted in a \$190 million settlement that was preliminarily approved
26 in February 2022. Outside of data privacy, Ms. Soneji was appointed to the Plaintiffs’ Steering Committee
27 in *In Re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litig.* (Case No. 19-md-02913-WHO,
28 N.D. Cal.), multidistrict litigation in which she has taken the lead in developing and defending all RICO

1 claims against a complicated web of corporate and individual defendants; works closely with co-counsel
2 and opposing counsel on major briefing, depositions, and discovery matters that cut across the personal
3 injury, class action, and government entity tracks of the case; and serves on the law and briefing and trial
4 committees as bellwether trials begin.

5 ***Barrett J. Vahle***

6 5. As a partner at Stueve Siegel Hanson, Mr. Vahle devotes the majority of his practice to
7 consumer class litigation with a specific focus on data breach and data privacy violations. He has been
8 recognized as a Super Lawyer in Missouri and Kansas since 2013, and was named to the Best Lawyers in
9 America in 2021, 2022, and for 2023 for Commercial Litigation.

10 6. Mr. Vahle is among the country's most experienced attorneys in data privacy and
11 cybersecurity litigation. In *In re: Capital One Consumer Data Breach Litig.*, No. 1:19-md-2915 (E.D. Va.), Mr.
12 Vahle's colleague Norman E. Siegel was appointed as class counsel and Mr. Vahle was one of the lead
13 litigators in the case, which resulted in a \$190 million settlement that was preliminarily approved in
14 February 2022. In another recent data breach class action, *Abubaker v. Dominion Dental USA, Inc.*, No. 1:19-
15 cv-01050 (E.D. Va.), Mr. Vahle was appointed as class counsel and the case resulted in a multi-million-
16 dollar settlement that achieved final approval in November 2021. In *In re: Equifax, Inc., Customer Data Sec.*
17 *Breach Litig.*, No. 17-md-02800 (N.D. Ga.), Mr. Vahle was the primary drafter of the 559-page consolidated
18 complaint and the successful opposition to Equifax's motion to dismiss. The historic settlement in that
19 matter was approved by the district court and affirmed on appeal. In *In re: The Home Depot, Inc. Consumer*
20 *Data Security Data Breach Litig.*, No. 1:14-md-02583 (N.D. Ga.), Mr. Vahle was appointed co-lead class
21 counsel and helped lead all aspects of the case, argued the motion to dismiss, and shepherded the class
22 settlement, on behalf of 40 million consumers, through approval and administration. Finally, Mr. Vahle
23 was appointed class counsel in *Hapka v. CareCentrix*, No. 16-2372-CM (D. Kan.), a case involving theft of
24 employee W-2 information. After defeating a motion to dismiss, he negotiated a unique settlement
25 including cash payments for instances of tax fraud.

26 ***Overview of the Litigation***

27 7. The excellent result of this Settlement is due to several years of strategic work by Plaintiffs
28 and Class Counsel, which included the consolidation of two class actions, briefing four motions to dismiss

1 between the two actions ultimately resulting in denial of the motion to dismiss the operative complaint,
2 and hard-fought discovery resulting in the production and review of over 100,000 pages of internal
3 Facebook documents from Defendant Meta Platforms, Inc. (“Meta”).

4 8. In November 2018, Plaintiffs Brendan Lundy and Myriah Watkins initiated a class action
5 lawsuit in this Court asserting privacy, consumer protection, and fraud claims based on Facebook’s practice
6 collecting and inferring location data from their IP address despite their choice to turn off Location
7 Services when using the Facebook app on their phones. *See* Doc. 1, Class Action Complaint (filed Nov. 8,
8 2018). After Meta moved to dismiss in March 2019 (Doc. 48), Plaintiffs amended their Complaint on
9 September 27, 2019, specifically adding a breach of contract claim centered on the contractual
10 representation in Facebook’s Effective Privacy Policy that it would not collect location information
11 “depending on the permissions you’ve granted.” Doc. 80, First Amended Complaint.

12 9. Concurrently, we were litigating a sister case entitled *Heeger v. Facebook, Inc.*, Case No. 3:18-
13 cv-06399, Doc. 1 (filed first on October 19, 2018), which alleged privacy claims based on the improper
14 collection and use of IP addresses. Meta moved to dismiss *Heeger* in January 2019 (*Heeger* Doc. 26) and a
15 hearing was held on April 18, 2019, at which the Court ordered discovery to proceed while the Court took
16 the motion under advisement (*Heeger* Doc. 41).

17 10. In May 2019, Plaintiff Heeger served initial document requests and interrogatories, as did
18 Meta. The Parties also negotiated a Protective Order, Rule 502(d) Order, and ESI Protocol – which
19 included submitting a joint letter detailing the contested issues before the Court. *Heeger* Docs. 48 (Stipulated
20 Rule 502(d) Order); 49 (Stipulated ESI Protocol); 50 (Joint Discovery Letter Regarding Protective Order);
21 51 (Order on Protective Order); 55 (Stipulated Proposed Protective Order).

22 11. Throughout the Fall of 2019, the Parties exchanged multiple meet and confer letters and
23 conducted numerous calls to negotiate discovery, culminating in discovery letters filed in front of the Court.
24 Docs. 65 (Redacted Letter from Plaintiffs’ re: Civil Discovery); 68 (Plaintiff’s Discovery Letter Brief); 69
25 (Meta’s Response).

26 12. As discovery proceeded in the *Heeger* case, in October 2019, the *Heeger* and *Lundy* actions
27 were related in front of this Court. *Heeger* Doc. 62 (Related Case Order).

28

1 13. In November 2019, Meta moved to dismiss *Lundy*'s First Amended Complaint. Doc. 82.
2 On December 27, 2019, the Court issued an order granting in part and denying in part Meta's motion to
3 dismiss the *Heeger* Complaint but did not rule in *Lundy*. *Heeger* Doc. 70. Plaintiff Heeger then filed a First
4 Amended Complaint on February 10, 2020, adding three named plaintiffs and amending the privacy-related
5 allegations. *Heeger* Doc. 74. On March 6, 2020, Meta moved to dismiss the *Heeger* First Amended Complaint,
6 and briefing on that motion to dismiss concluded in April 2020. *Heeger* Docs. 76, 80, 81, 82, 83.

7 14. While Meta's motions to dismiss *Lundy* and *Heeger* were pending, the Parties continued to
8 conduct and negotiate discovery. Given the relation of the cases, discovery was coordinated – with the
9 *Lundy* case adopting the Protective Order and ESI Protocol negotiated in *Heeger* (Doc. 120), as well as
10 adopting the previously served requests and interrogatories in *Heeger*.

11 15. Throughout the summer and fall of 2020, the Parties met and conferred on numerous
12 occasions, served additional discovery, exchanged multiple rounds of discovery correspondence, and
13 worked to negotiate search terms and custodians. In October 2020, the Parties participated in a case
14 management conference with the Court (Doc. 123) and the *Lundy* and *Heeger* Plaintiffs and Meta submitted
15 a joint case management statement and proposed scheduling order (Doc. 129).

16 16. On December 24, 2020, the Court dismissed *Heeger* in its entirety for lack of Article III
17 standing and, for the first time, ruled with respect to *Lundy*, granting in part and denying in part Meta's
18 motion to dismiss. Doc. 130 at 9, 15. The Court found that Article III standing existed in *Lundy* but
19 dismissed all claims under Rule 12(b)(6) with leave to amend. *Id.* at 9-15. On January 21, 2021, *Heeger*
20 Plaintiff Elizabeth Childers joined the *Lundy* Plaintiffs to file a Second Amended Class Action Complaint,
21 adding putative class representatives Hodge and Agnitti, omitting the previously-pled privacy claims, and
22 amending the allegations to focus on contract, fraud, and unjust enrichment claims. Doc. 132, Second
23 Amended Complaint ("SAC").

24 17. Meta once again moved to dismiss and the Parties fully briefed that motion. Docs. 135,
25 137, 141.

26 18. The Parties continued to negotiate discovery while awaiting the Court's decision, which
27 was issued on September 30, 2021. Doc. 145. In its Order, the Court largely denied Meta's motion to
28 dismiss, finding Plaintiffs had sufficiently stated claims for breach of contract, fraud, and unjust

1 enrichment. Doc. 145 at 3. The Court also found Plaintiffs could seek nominal and disgorgement damages.

2 *Id.*

3 19. Thereafter, in anticipation of the impending fact discovery and class certification deadlines,
4 the Parties conducted extensive discovery pursuant to the Court's scheduling order (Doc. 157), which was
5 slightly revised in March 2022 (Doc. 168). Altogether, Plaintiffs served Meta with six sets of requests for
6 production (97 requests); three sets of interrogatories (23 questions); and one set of requests for admission
7 (73 requests). Meta served two sets of requests for production (28 requests); two sets of interrogatories (9
8 questions for each named plaintiff); and three sets of demands for inspection. Plaintiffs and Meta served
9 initial disclosures, including disclosures pursuant to the stipulated ESI protocol. The Parties met and
10 conferred extensively, including through dozens of telephone and video conferences and email
11 correspondence. Plaintiffs filed two discovery letters with the Court during this time regarding disputed
12 discovery issues. Docs. 159, 163.

13 20. Plaintiffs additionally served document subpoenas on third-parties Apple and Google to
14 determine whether the phone operating system providers could identify whether users had location services
15 on or off on their devices given Meta's interrogatory responses indicating it could not identify the Class
16 members. Apple and Google both responded that they could not identify the Class members.

17 21. During discovery, Plaintiffs produced 3,351 pages of documents, and, pursuant to
18 negotiated search terms and custodians, Meta produced 106,677 pages of documents.

19 22. Plaintiffs retained two experts, a damages expert and a technical expert, and had begun
20 working with both experts on their reports in anticipation of Plaintiffs' motion for class certification, which
21 was due shortly after the close of fact discovery in July 2022.

22 23. Meta took the depositions of four of the named plaintiffs in May 2022, and had requested
23 the depositions of the other two. Plaintiffs issued a Rule 30(b)(6) deposition notice to Meta and requested
24 the depositions of five initial fact witnesses. On June 2, 2022, Plaintiffs took the deposition of a key witness
25 (Scott Bratsman, head of the IP address location project for Facebook) as to his designated Rule 30(b)(6)
26 topics, and were scheduled to take the remaining depositions during the month of June and the first two
27 weeks of July.

Overview of Settlement Discussions

24. After a large portion of fact discovery had been completed, the Parties agreed to engage in mediation with Randall Wulff, an experienced mediator familiar with Meta from mediating other cases, to explore whether a negotiated resolution was possible.

25. In advance of the mediation, the Parties engaged in and almost completed fact discovery and had begun working with experts to evaluate the evidence and calculate damages. Moreover, Plaintiffs requested and Meta produced its internal data demonstrating its estimated size of the Settlement Class. We have litigated and settled other cases involving similar factual and legal issues and understand what information is critical to determine membership in the Settlement Class and how to calculate damages.

26. On June 7, 2022, the Parties mediated before Mr. Wulff for a full day. We entered the mediation fully informed of the merits of the Settlement Class Members' claims and were prepared to continue to litigate rather than accept a settlement that was not in the Plaintiffs' and Settlement Class's best interests.

27. After a full day of negotiations, where both sides made presentations to the mediator and each other, both Parties accepted the mediator's proposal and reached an agreement on all material terms, including the amount of the Common Fund.

28. The Parties informed the Court of the Settlement on June 14, 2022 and signed a term sheet on July 13, 2022. The Parties then negotiated the precise terms and language of the Agreement now before the Court.

The Settlement Class

29. The Settlement Agreement defines the "Settlement Class" as: "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, but whose location information was inferred by Facebook via the user's IP Addresses." Ex. 1 to Motion for Preliminary Approval, Settlement Agreement ("SA") ¶ 54. Excluded from the Settlement Class are (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

1 which this matter is ever assigned, and its immediate family and staff; and (iii) eligible persons who elect to
2 opt out of the Settlement Class. SA ¶ 55.

3 30. The Settlement Class consists of approximately 70 million Facebook Users. SA ¶ 46.

4 ***The Settlement Benefits Conferred on the Settlement Class***

5 31. Under the proposed Settlement, Meta will pay \$37,500,000 million into a non-reversionary
6 fund for class benefits, notice and administration costs, attorneys' fees and expenses, and service awards
7 for the Settlement Class Representatives. SA ¶ 58.

8 32. After payment of costs of administration and notice and any fees, expenses, and service
9 awards authorized by the Court, the Net Settlement Fund will be distributed to Settlement Class Members
10 *pro rata*. SA ¶ 60.

11 33. Given the Settlement Fund will be distributed *pro rata* to Settlement Class Members, all
12 Settlement Funds will be distributed at once, with no funds remaining. Should any of the Settlement Fund
13 remain for any reason (for example, uncashed checks), the Parties will return to the Court regarding the
14 remaining funds. In no event shall any portion of the Settlement Fund revert to Meta.

15 34. Plaintiffs' primary certifiable claim is their breach of contract claim. As to Plaintiffs' breach
16 of contract claim, the Court found Plaintiffs had adequately pled both disgorgement and nominal damages.
17 Doc. 145 at 2-3. However, discovery showed that Plaintiffs would have faced challenges proving a
18 disgorgement theory because Meta consistently represented in its discovery responses that Facebook did
19 not track revenues or profits from advertising based on location. Therefore, if the case had gone to trial, it
20 is likely Plaintiffs would have been limited to nominal damages, which are frequently set at \$1 per class
21 member. *Mission Beverage Co. v. Pabst Brewing Co.*, 15 Cal. App. 5th 686, 710-711 (2017); *Cummings v. Connell*,
22 402 F.3d 936, 940 (9th Cir. 2005), *as amended*, 2005 WL 1154321 (9th Cir. May 17, 2005).

23 35. Given the challenges of proving disgorgement, and assuming a class size of approximately
24 70 million users, the settlement amount represents 53% of what Plaintiffs could have recovered under a
25 nominal damages theory based on a judgment of \$1 per class member. Moreover, in light of the difficulties
26 and expenses Class members would face to pursue individual claims, and the likelihood that they might be
27 unaware of their claims, which cover a time period from 2015 to early 2018, this Settlement Amount is
28 excellent.

The Notice and Claims Process

1
2 36. We have retained and request that the Court appoint Angeion Group as the Settlement
3 Administrator to provide notice to Class members, process claims, and otherwise administer the
4 Settlement. Both Parties agree to the use of Angeion, which is an experienced class action notice provider
5 and administrator and a widely regarded expert with the experience and capability to handle a case of this
6 magnitude. We reviewed competitive proposals from four prominent settlement administrators before
7 deciding on Angeion.

8 37. Meta’s sworn interrogatory responses state, in short, that since Location Services is a device
9 setting, not a Facebook application setting, it is impossible to identify from Facebook’s records which users
10 had Location Services turned off during the class period. Meta has represented to us that it will be prepared
11 to explain to the Court the steps it took to try to determine whether it could identify other methods of
12 generating a reliable proxy class list, in order to provide direct notice to Settlement Class Members. Because
13 Meta is unable to identify the Settlement Class Members from its records on a systematic basis, notice must
14 be provided via publication. Even though Meta cannot identify Settlement Class Members, Settlement
15 Class Members can easily identify themselves based on objective criteria explained in the Notice and Claim
16 Form, *i.e.*, being a Facebook user whose iOS or Android Location Services setting for the Facebook
17 application was turned off at any point during the Class Period.

18 38. The Notice Plan designed by Angeion satisfies the “best notice practicable” standard
19 pursuant to Rule 23 of the Federal Rules of Civil Procedure, drawing on the most up-to-date techniques
20 used in commercial advertising to inform the class and stimulate participation. SA Ex. B, Notice Plan.
21 Angeion has formulated a robust Notice Plan that encompasses publication notice to the class through
22 various means, as well as notice published on the Settlement website. Notice will be effectuated via an
23 online advertising campaign, which will include advertising on the Facebook platform where Settlement
24 Class Members have user accounts. The 45-day campaign is designed to reach 80.69% of 74,182,00
25 Facebook Users in the United States (the “Target Audience”) an average of 3.01 times. The campaign will
26 include the use of banners, posts, and other online advertisements directing Settlement Class Members to
27 the Settlement Class Website. The Notice campaign will also include a paid search campaign on Google,
28

1 publication notice in People magazine, and sponsored class action website listings. Assuming one million
2 claims, Angeion estimates that the costs of notice and administration will be approximately \$1,147,097.

3 39. In our experience, the reach of the Notice Plan meets or exceeds that of other court-
4 approved notice programs, and has been designed to meet due process requirements, including the “desire
5 to actually inform” requirement. In our opinion, the Notice Plan is the best notice practicable under the
6 circumstance of this case.

7 40. The claims process similarly draws upon the most up-to-date techniques to facilitate
8 participation, including a link to a settlement website in all postings and online advertisements; the ability
9 to file claims electronically or by mail; and a call-center via a toll-free number to assist Settlement Class
10 Members in filing claims. Settlement Class Members will be able to submit claims via an easily accessible
11 and simple online Claim Form on the Settlement Website, wherein they will be able to choose a payment
12 option, including the option to be paid via digital means.

13 ***Opt-Outs and Objections***

14 41. The Settlement provides standard provisions allowing individuals to opt-out of the
15 Settlement or object to the Settlement within 60 days of the Notice Date. The opt-out provisions require
16 individuals to provide basic information, and opt-outs can be submitted on-line or by U.S. Mail. Similarly,
17 the provisions related to objections allow any Settlement Class Member to object to any component of the
18 Settlement. SA ¶¶ 94-103.

19 ***Attorneys’ Fees and Expenses***

20 42. We will separately move the Court for an order awarding Attorneys’ Fees expressed as a
21 percentage of the value conferred on the Settlement Class, not to exceed 30% of the Settlement Fund and
22 for reimbursement of Expenses reasonably incurred in the case, to be paid from the Settlement Fund.
23 Consistent with the Settlement and Rule 23(h), we will separately move for an award of Fees and Expenses
24 35 days prior to the Objection Deadline.

25 43. We have diligently tracked time throughout the case, and as of July 2021, had spent 10,180.8
26 hours litigating the case totaling \$6,965,079 in lodestar with \$302,279.58 in expenses, including \$147,630
27 in expert fees. We expect to spend significant additional time throughout the approval process, notice, and
28 claims administration. A conservative estimate of the multiplier sought is 1.6, which is well within the range

1 commonly awarded in the Ninth Circuit. Any multiplier will diminish over time given the substantial work
2 needed to finalize and administer the settlement.

3 44. We will also seek Service Awards of up to \$5,000 for each Settlement Class Representative.
4 Each of these individuals assisted the case by reviewing the pleadings, responding to interrogatories,
5 searching for and producing documents, sitting for their depositions, being available during settlement
6 conferences, and reviewing the Settlement Agreement. The Class Representatives have no conflicts with
7 the other Settlement Class Members and have adequately represented the Settlement Class in the litigation.
8 Meta reserves the right to oppose these requests. SA ¶¶ 78-81.

9 ***Releases***

10 45. In exchange for the benefits conferred by the Settlement, all Settlement Class Members will
11 be deemed to have released the Released Entities from all claims that were or could have been asserted by
12 the Settlement Class Representatives or Settlement Class Members arising out of, based upon, or related
13 in any way to the practices and claims that were alleged in the Action. SA ¶¶ 68-77. We believe the release
14 is appropriately tailored, in that it is limited to claims arising from the factual predicate to the claims asserted
15 in the SAC and is therefore appropriate consideration in exchange for the substantial class relief provided
16 by the Settlement.

17 ***The Settlement is Fair, Reasonable and Adequate***

18 46. The proposed Settlement will deliver substantial relief to the Class, who will receive cash
19 payments for the harm they suffered when Facebook learned their locations in direct contradiction of their
20 request that it not do so. We believe that a settlement at this point in the litigation, before the Parties
21 engage in further lengthy litigation followed by trial and appeals, is warranted because Settlement Class
22 Members gain certain benefit now, whereas the continuation of the litigation could result in prolonged,
23 reduced, or even zero recovery given the risks presented by class certification, summary judgment, trial,
24 and appeals.

25 47. The Settlement must be viewed against the significant risks to the Plaintiffs had they
26 continued to litigate the case. Based on our experience, the Settlement provides exceptional results for
27 Settlement Class Members while avoiding the uncertainties of continued and protracted litigation. There
28 was a risk that Plaintiffs' claims would not have survived, or survived in full, on a class-wide basis after

1 rulings on the anticipated motion for class certification, motions for summary judgment, *Daubert* motions,
2 trial, and appeal. Plaintiffs believe their claims are meritorious and that they would prevail if this case
3 proceeded to trial. Meta argues that Plaintiffs' claims are unfounded, denies any liability, and has indicated
4 a willingness to litigate vigorously.

5 48. Plaintiffs gained extensive discovery in the case, including over 100,000 pages of internal
6 documents, sworn responses to 23 interrogatories, responses to 73 requests for admission, and the Rule
7 30(b)(6) testimony of Meta from a key witness as to critical topics. This discovery allowed Plaintiffs to
8 assess the relative merits and risks of the case. In our experience and informed judgment, the benefits of
9 settling outweigh the risks and uncertainties of continued litigation, as well as the attendant time and
10 expenses associated with litigation, discovery, and possible appellate review. Even if Plaintiffs prevailed at
11 trial, any recovery would likely be delayed for a year or more by appeals.

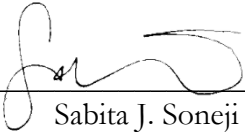
12 49. Finally, there is no indication that there are any conflicts between the Settlement Class
13 Representatives and the Settlement Class. Rather, the Settlement Class Representatives' claims are
14 substantially similar to the claims of the Settlement Class. Each of the Settlement Class Members was
15 impacted by Facebook's decision to collect their IP addresses and infer their location in contradiction to
16 its representation that it would not do so if the Settlement Class Member turned Location Services off as
17 to the Facebook application. Each Settlement Class Member turned Location Services off at some point
18 during the Class Period and was harmed equally by Facebook's decision to track them in contradiction of
19 its promise not to do so. Therefore, each Settlement Class Member will get a *pro rata* share of the Net
20 Settlement Fund.

21 50. Considering the totality of the circumstances, the Court should conclude that the
22 Settlement as described in the Settlement Agreement, is fair, reasonable, and adequate and likely to achieve
23 final approval, and therefore notice should issue to the class.

24 ***Appointment of Plaintiffs' Lead Counsel as Class Counsel***

25 51. We respectfully submit that we have diligently served the class and the Court in litigating
26 this case and presenting this Settlement for initial approval requesting issuance of notice and therefore
27 request appointment pursuant to Fed. R. Civ. P. Rule 23(g) for purposes of implementing this Settlement.
28

1 We declare under penalty of perjury that the foregoing is true and correct, and that this declaration
2 was executed this 22nd day of August 2022 in the United States of America.

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5 Sabita J. Soneji

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7 Barrett J. Vahle

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