

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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(formerly known as Facebook, Inc.)

20 **UNITED STATES DISTRICT COURT**
21 **NORTHERN DISTRICT OF CALIFORNIA**
22 **SAN FRANCISCO DIVISION**

23 IN RE: FACEBOOK, INC. CONSUMER
24 PRIVACY USER PROFILE LITIGATION,

CASE NO. 3:18-MD-02843-VC

25 This document relates to:

**CLASS ACTION SETTLEMENT
26 AGREEMENT AND RELEASE**

27 ALL ACTIONS
28

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EXHIBIT LIST

Exhibit A	Proposed Preliminary Approval Order
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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release, including Exhibits A–I hereto (“Settlement Agreement”), is made and entered into by, between, and among plaintiffs Steven Akins, Jason Ariciu, Anthony Bell, Bridgett Burk, Terry Fischer, Tyler King, Jordan O’Hara, and Cheryl Senko (together, “Settlement Class Representatives”), on behalf of themselves and the Settlement Class as defined below, and Defendant Meta Platforms, Inc. (“Defendant” or “Meta”). 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 the consolidated action *In re: Facebook, Inc. Consumer Privacy User Profile Litigation*, Case No. 3:18-md-02843-VC (the “Action”).

I. RECITALS

1. WHEREAS, on June 6, 2018, the Judicial Panel on Multidistrict Litigation consolidated various putative class actions filed against Defendant relating to alleged data sharing practices and transferred those actions to this Court for coordinated or consolidated pretrial proceedings (Dkt. 1);

2. WHEREAS, on July 27, 2018, the Court appointed Derek Loeser and Lesley Weaver as co-lead counsel in this Action (Dkt. 102);

3. WHEREAS, on August 27, 2018, the Court allowed Plaintiffs’ Counsel preliminary discovery for the purposes of drafting a consolidated complaint (Dkt. 130); Plaintiffs filed a Consolidated Complaint on September 21, 2018 (Dkt. 148), Defendant moved to dismiss, and on February 1, 2019 the Court ordered Plaintiffs to file an amended complaint (Dkt. 247);

4. WHEREAS, on February 22, 2019, Plaintiffs filed a First Amended Consolidated Complaint (Dkt. 257), Defendant moved to dismiss, and on September 9, 2019 the Court issued an order granting in part and denying in part Defendant’s motion (Dkt. 298);

5. WHEREAS, on August 4, 2020, Plaintiffs filed a Second Amended Consolidated Complaint (Dkt. 491), Defendant moved to dismiss claims brought by plaintiffs located in the United Kingdom, and on November 10, 2020 the Court granted Defendant’s motion (Dkt. 571);

6. WHEREAS, this Action was hotly contested and aggressively litigated, including that:
a. the Parties engaged in extensive discovery, including the production of

1 over one million documents and other electronic discovery by Meta,
2 production of tens of thousands of documents by Settlement Class
3 Representatives, and production of hundreds of thousands documents by
4 third parties;

5 b. the parties exchanged thousands of pages of written discovery requests
6 and responses;

7 c. the eight Settlement Class Representatives were each deposed;

8 d. Plaintiffs deposed 34 fact witnesses and 13 corporate representatives,
9 three of whom were deposed multiple times (for a total of 110 hours of
10 30(b)(6) deposition testimony alone);

11 e. over the time period between February 2020 through March 2022, scores
12 of discovery disputes were raised before and addressed by multiple
13 neutrals, including then-Magistrate Judge Corley, two discovery
14 mediators, the Hon. Gail Andler (Ret.) and Daniel Garrie, Esq., and Mr.
15 Garrie in his role as Court-appointed Special Master; and

16 f. the Court, Judge Corley, and the Special Master conducted dozens of
17 hearings.

18 7. WHEREAS, beginning in August 2021 and continuing through August 2022, the parties
19 mediated their dispute with the Honorable Jay C. Gandhi (Ret.) in numerous, arms-length, contested
20 sessions, some that took place in-person, some virtual, and some telephonic, and ultimately reached an
21 agreement in principle regarding the terms of this Settlement Agreement; and further, the Parties
22 subsequently participated in multiple additional mediation sessions with the Honorable Jacqueline
23 Scott Corley, and have also engaged in extensive discovery to confirm the bases of the Settlement
24 Agreement, to finalize the terms reflected herein;

25 8. WHEREAS, before entering into this Settlement Agreement, Class Counsel conducted
26 a thorough assessment of the relevant law, facts, and allegations to assess the merits and strengths of
27 the prioritized and non-prioritized claims, potential remedies, and all defenses thereto, and, based on
28 that assessment, believe that the Settlement Agreement reflects an excellent result for the Settlement
Class and that it is a fair, reasonable, and adequate resolution to the claims, which they continue to
believe are meritorious, when balanced against the risks associated with continuing to litigate them and
the time it would take to secure recovery for the Class;

9. WHEREAS, Defendant denies the allegations in the pleadings in these actions, denies
that it has engaged in any wrongdoing, denies that the Settlement Class Representatives' allegations
state valid claims, denies that Plaintiffs can maintain a class action for purposes of litigation, and

1 vigorously disputes that Settlement Class Representatives and the Settlement Class are entitled to any
2 relief, but Defendant nevertheless agreed to resolve the Action on the terms set forth in this Settlement
3 Agreement solely to eliminate the uncertainties, burden, expense, and delay of further protracted
4 litigation;

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

8 11. NOW THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND
9 AGREED, by the Settlement Class Representatives, for themselves and on behalf of the Settlement
10 Class, and by Defendant that, subject to the approval of the Court, the Action shall be settled, and the
11 Released Claims shall be finally and fully settled as to the Released Parties, in the manner and upon
12 the terms and conditions hereafter set forth in this Settlement Agreement.

13 **II. DEFINITIONS**

14 12. In addition to the terms defined elsewhere in the Settlement Agreement, the following
15 terms used in this Settlement Agreement shall have the meanings specified below.

16 13. “Action” means the consolidated class action lawsuit (including all related and/or
17 member cases) in the matter entitled *In re: Facebook, Inc. Consumer Privacy User Profile Litigation*,
18 Case No. 3:18-md-02843-VC, pending in the United States District Court for the Northern District of
19 California.

20 14. “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the
21 Court to Class Counsel to compensate Class Counsel for its fees, costs, and expenses in connection
22 with the Action and the Settlement, as described in Paragraphs 82–85.

23 15. “Authorized Claimant” means a Settlement Class Member or their authorized legal
24 representative who is approved for payment from the Net Settlement Fund in accordance with the
25 requirements established by the Settlement Agreement and the Court.

26 16. “Claim Form” means the proof of claim and release form(s) substantially in the form
27 attached as Exhibit F.

28

1 17. “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 one hundred forty-nine (149) days after the Preliminary Approval Order.

4 18. “Class Counsel” means Derek W. Loeser of Keller Rohrback L.L.P. and Lesley E.
5 Weaver of Bleichmar Fonti & Auld LLP, who have 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 19. “Class Notice” means the Notice of Proposed Settlement of Class Action, substantially
10 in the form attached as Exhibit D.

11 20. “Class Period” means the time period of May 24, 2007, through December 22, 2022,
12 inclusive.

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

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

16 23. “Discovery Mediators” mean the Hon. Gail A. Andler (Ret.) and Daniel B. Garrie, Esq.

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

20 25. “Escrow Account” means the separate, interest-bearing escrow account to be
21 established by the Settlement Administrator, at Huntington National Bank, which shall be the “Escrow
22 Agent.” The Parties will meet and confer in good faith regarding the terms of the Escrow Account.
23 Class Counsel will retain final authority over the selection of those terms, but Class Counsel will not
24 reject reasonable, good-faith recommendations from Defendant. The Settlement Fund less the sum of
25 the Initial Deposit and any Periodic Payment(s) shall be deposited into the Escrow Account as
26 described in Paragraph 63, and the money shall be invested in the following types of accounts and/or
27 instruments and no other: United States Agency or Treasury Securities or other instruments backed by
28 the Full Faith & Credit of the United States Government or an Agency thereof, or fully insured by the

1 Federal Deposit Insurance Corporation (“FDIC”) or the United States Government or an Agency
2 thereof, and shall reinvest the proceeds of these instruments as they mature in other such instruments
3 at their then-current market rates.

4 26. “Escrow Agreement” means the agreement made among the Parties, the Settlement
5 Administrator, and the Escrow Agent, attached hereto as Exhibit I.

6 27. “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal, motion
7 for reconsideration, reargument and/or rehearing, or petition for writ of certiorari has been filed, the
8 time has expired to file such an appeal, motion, and/or petition; or (2) if an appeal, motion for
9 reconsideration, reargument and/or rehearing, or petition for a writ of certiorari has been filed, the
10 judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, and/or
11 petition has been denied or dismissed with no further right of review. Any proceeding or order, or any
12 appeal or petition for a writ of certiorari pertaining solely to any application for attorneys’ fees or
13 expenses or Plaintiffs’ motion for sanctions (at ECF Nos. 879, 911, 922, 984, and 999) will not in any
14 way delay or preclude the judgment from becoming Final.

15 28. “Final Approval Hearing” means the hearing that is to take place after the entry of the
16 Preliminary Approval Order and after the Notice Date for purposes of: (a) entering a Final Approval
17 Order and Final Judgment and dismissing the Action with prejudice; (b) determining whether the
18 Settlement should be approved as fair, reasonable, and adequate; (c) ruling upon an application for a
19 Service Award by the Settlement Class Representatives; (d) ruling upon an application by Class
20 Counsel for an Attorneys’ Fees and Expenses Award; and (e) entering any final order providing for an
21 Attorneys’ Fees and Expenses Award and Service Award. The Parties shall request that the Court
22 schedule the Final Approval Hearing for a date that is in compliance with the provisions of 28 U.S.C.
23 § 1715(d).

24 29. “Final Approval Motion Deadline” means the date by which Class Counsel shall file the
25 motion seeking final approval of the Settlement. The Final Approval Motion Deadline shall be one
26 hundred four (104) days after the Preliminary Approval Order, such date being subject to approval or
27 modification by the Court.

28

1 30. “Final Approval Order” means the order finally approving the terms of this Settlement
2 Agreement, without material variation from the terms set forth in the proposed order attached as Exhibit
3 G.

4 31. “Final Judgment” means a separate judgment to be entered by the Court, pursuant to
5 Federal Rule of Civil Procedure 58(a), dismissing the Action with prejudice.

6 32. “Meta” or “Defendant” means Meta Platforms, Inc., formerly known as Facebook, Inc.,
7 and refers to the named defendant Facebook, Inc., as well as all of Meta’s current and former directors,
8 officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans,
9 representatives, servants, employees, attorneys, parents, subsidiaries, divisions, branches, units,
10 shareholders, investors, successors, predecessors, and assigns, and all other individuals and entities
11 acting on Meta’s behalf.

12 33. “Net Settlement Fund” means the Settlement Fund less: (i) the Attorneys’ Fees and
13 Expenses Award; (ii) the Service Awards; (iii) Notice and Administration Costs; and (iv) such other
14 costs, expenses, or amounts as may be awarded or allowed by the Court. As provided in Paragraph 62
15 if there are any additional and unanticipated Notice and Administration Costs, the Parties will meet and
16 confer in good faith regarding whether those costs are reasonably necessary and whether any such costs
17 will be paid from the Settlement Fund, Meta, or another source, and if they cannot reach agreement,
18 will mediate any dispute.

19 34. “Notice” or “Notice Plan” means the dissemination of notice as set forth in Exhibit B,
20 attached hereto. In no event shall the Settlement Administrator disseminate notice in any manner
21 materially different from that set forth in the Notice Plan, unless the Court so orders or the Parties agree
22 in writing to authorize such forms of notice.

23 35. “Notice and Administration Costs” means (i) the costs, fees and expenses that are
24 incurred in connection with providing Notice to the Settlement Class; (ii) any costs, fees and expenses
25 that are incurred by the Escrow Agent; and (iii) the costs, fees and expenses that are incurred in
26 connection with administering the Claims process and allocating and distributing payments to
27 Settlement Class Members.

28 36. “Notice Date” means the first date upon which the Class Notice is disseminated.

1 37. “Objection Deadline” means the date identified in the Preliminary Approval Order and
2 Class Notice by which a Settlement Class Member must serve written objections, if any, to the
3 Settlement in accordance with Paragraphs 113–116 and the other related terms of this Settlement
4 Agreement in order to qualify them to be able to object to the Settlement. The Objection Deadline
5 shall be one hundred nineteen (119) days after the Preliminary Approval Order, such date being subject
6 to approval or modification by the Court.

7 38. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and
8 Class Notice by which a Request to Opt-Out must be filed in writing with the Settlement Administrator
9 in accordance with Paragraphs 106–112 and the other related terms of this Settlement Agreement in
10 order for a potential Settlement Class Member to be excluded from the Settlement Class. The Opt-Out
11 Deadline shall be one hundred nineteen (119) days after the Preliminary Approval Order, such date
12 being subject to approval or modification by the Court.

13 39. “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund
14 or such other plan of allocation as the Court may approve.

15 40. “Preliminary Approval Order” means the order preliminarily approving the Settlement,
16 providing for notice to the Settlement Class, and other related matters, without material variation from
17 the terms set forth in the proposed order attached as Exhibit A.

18 41. “Releases,” “Released Parties,” “Releasing Parties,” and “Released Claims” shall have
19 the meanings as set forth in Section VI of the Settlement Agreement.

20 42. “Request to Opt-Out” means a written request from a potential Settlement Class
21 Member who seeks to opt out of the Settlement Class, which complies with all requirements in
22 Paragraphs 106–112 of this Settlement Agreement.

23 43. “Service Award(s)” means the incentive/service awards for the Settlement Class
24 Representatives as approved by the Court, as set forth in Paragraph 83.

25 44. “Settlement” means the settlement embodied in this agreement, including all attached
26 Exhibits (which are an integral part of this agreement and are incorporated in their entirety by
27 reference).

28

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

4 46. “Settlement Class” includes all Facebook users in the United States during the Class
5 Period. Excluded from the Settlement Class is Meta and its employees, alleged co-conspirators,
6 officers, directors, legal representatives, heirs, successors, and wholly or partly owned subsidiaries or
7 affiliated companies; counsel for any plaintiff whose case was consolidated into this MDL and their
8 employees, including but not limited to the undersigned counsel for Plaintiffs and the undersigned
9 counsel’s employees; the Special Master, Discovery Mediators, and Settlement Mediators who
10 participated in this case and their staff; and the Judges and Court staff to whom this Action is or was
11 assigned.

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

14 48. “Settlement Class Representatives” means plaintiffs Steven Akins, Jason Ariciu,
15 Anthony Bell, Bridgett Burk, Terry Fischer, Tyler King, Jordan O’Hara, and Cheryl Senko.

16 49. “Settlement Fund” means the non-reversionary cash settlement common fund for the
17 benefit of the Settlement Class in the amount of Seven Hundred Twenty-Five Million U.S. Dollars and
18 zero cents (\$725,000,000.00).

19 50. “Settlement Mediator” means the Hon. Jay C. Gandhi (Ret.) and the Hon. Jacqueline
20 Scott Corley.

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

24 52. “Special Master” means Daniel B. Garrie, Esq.

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

27 54. “Taxes” means all federal, state, or local taxes of any kind imposed on, or measured by
28 reference to or in connection with any income earned by, the Settlement Fund and the expenses and

1 costs incurred in connection with the taxation or tax treatment of the Settlement Fund (including, in
2 each case and without limitation, interest, penalties, additions to tax and the reasonable expenses of tax
3 attorneys and accountants).

4 55. “Tax Expenses” means any tax-related expenses and costs incurred in connection with
5 the operation and implementation of this Settlement Agreement (including, without limitation,
6 expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating
7 to filing (or failing to file) any tax returns or other tax-related documentation (including those described
8 in Section XIV)).

9 56. “Treas. Reg.” means the United States Treasury regulations.

10 **III. SETTLEMENT CLASS CERTIFICATION**

11 57. For purposes of settlement only, the Parties agree to seek provisional certification of the
12 Settlement Class for the Class Period, pursuant to Federal Rule of Civil Procedure 23(b)(3).

13 58. The Parties further agree that the Court should make preliminary findings and enter the
14 Preliminary Approval Order granting provisional certification of the Settlement Class subject to the
15 final findings and approval in the Final Approval Order and Final Judgment, and appointing the
16 Settlement Class Representatives as the representatives of the Settlement Class and Class Counsel as
17 counsel for the Settlement Class.

18 59. Defendant does not consent to certification of the Settlement Class (or to the propriety
19 of class treatment) for any purpose other than to effectuate the settlement of this Action. Defendant’s
20 agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability,
21 or damage of any kind to the Settlement Class Representatives or any of the provisional Settlement
22 Class Members, or any admission as to the certifiability of any class for purposes other than settlement.

23 60. If this Settlement Agreement is terminated pursuant to its terms, disapproved by any
24 court (including any appellate court), and/or not consummated for any reason, or the Effective Date for
25 any reason does not occur, the Settlement Agreement shall be void, the order certifying the Settlement
26 Class for purposes of effectuating the Settlement and all preliminary and/or final findings regarding
27 that class certification order shall be automatically vacated upon notice of the same to the Court, the
28 Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement

1 Agreement and such findings had never been made, the Action shall return to the procedural posture
2 on August 26, 2022, in accordance with this Paragraph. No Party nor counsel shall refer to or invoke
3 the vacated findings, order(s) and/or substantive briefing relating to the Settlement or Rule 23 of the
4 Federal Rules of Civil Procedure in connection with the Settlement, if this Settlement Agreement is not
5 consummated and the Action is later litigated and contested by Defendant under Rule 23 of the Federal
6 Rules of Civil Procedure.

7 **IV. SETTLEMENT CONSIDERATION**

8 61. In consideration for the dismissal of the Action with prejudice and the Releases provided
9 in this Settlement Agreement, Defendant agrees to pay the Settlement Fund for the benefit of Settlement
10 Class Members in the manner described in this Section IV of the Settlement Agreement.

11 **A. Settlement Fund**

12 62. All valid claims paid to Settlement Class Members, Notice and Administration Costs,
13 Service Awards to the Settlement Class Representatives approved by the Court, and the Attorneys'
14 Fees and Expenses Award (in the amount determined by the Court), shall be paid from the Settlement
15 Fund. In no event shall Defendant be liable under this Settlement Agreement for payment of claims
16 paid to Settlement Class Members, Notice and Administration Costs, Service Awards to the Settlement
17 Class Representatives, or the Attorneys' Fees and Expenses Award beyond the amount of the
18 Settlement Fund. If there are additional and unanticipated Notice and Administration Costs beyond
19 the range set forth in Exhibit B, the Parties will meet and confer in good faith regarding whether those
20 costs are reasonably necessary and whether any such costs will be paid from the Settlement Fund, by
21 Meta, or from another source, and, if they cannot reach agreement, mediate any dispute.

22 63. No later than twenty-one (21) calendar days after the Court's entry of the Final Approval
23 Order, Defendant shall pay an amount equal to the Settlement Fund less the sum of the Initial Deposit
24 and any Periodic Payment(s) into the Escrow Account to be administered by the Settlement
25 Administrator pursuant to the terms of this Settlement Agreement. No appeal shall affect this
26 Paragraph's funding obligation. Aside from the Initial Deposit, the Periodic Payment(s), Taxes, and
27 Tax Expenses, no payments or distributions (whether for claims paid to Settlement Class Members,
28 Service Awards, or Attorneys' Fees and Expenses) will be made from the Settlement Fund unless and

1 until the Settlement Agreement becomes Final. If this Settlement Agreement is terminated pursuant to
2 its terms, disapproved by any court (including any appellate court), and/or does not become Final for
3 any reason, or the Effective Date for any reason does not occur, then the funds from the Escrow
4 Account shall be promptly released and returned to Defendant (along with all accrued interest).

5 **B. Notice and Administration Costs**

6 64. Within fourteen (14) calendar days after the entry of the Preliminary Approval Order,
7 Defendant shall pay a sum to be determined and sufficient to effectuate the Notice Plan to the
8 Settlement Administrator (the “Initial Deposit”). This deadline may be extended by consent of the
9 Parties and the Settlement Administrator.

10 65. Following entry of the Preliminary Approval Order, and after payment of the Initial
11 Deposit, Defendant shall pay all subsequent amounts for Notice and Administration Costs (as invoiced
12 by the Settlement Administrator or Escrow Agent and approved by Class Counsel) (the “Periodic
13 Payment(s)”) within thirty (30) calendar days after the submission of an invoice by the Settlement
14 Administrator or Escrow Agent. This deadline may be extended by mutual consent of the Parties.

15 **V. SUBMISSION OF SETTLEMENT AGREEMENT TO COURT FOR REVIEW AND**
16 **APPROVAL**

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

- 21 67. Among other things, Class Counsel will seek a Preliminary Approval Order that shall:
- 22 a. Approve the Class Notice, substantially in the form set forth at Exhibits C-E;
 - 23 b. Find that the requirements for provisional certification of the Settlement Class
24 have been satisfied, appoint the Settlement Class Representatives as the
25 representatives of the provisional Settlement Class and Class Counsel as counsel
26 for the provisional Settlement Class, and preliminarily approve the Settlement as
27 being within the range of reasonableness such that the Class Notice should be
28 provided pursuant to this Settlement Agreement;

- c. Find that the CAFA notice sent by the Settlement Administrator complies with 28 U.S.C. § 1715 and all other provisions of the Class Action Fairness Act of 2005;
- d. Determine that the Notice Plan, as set forth in this Settlement Agreement, complies with all legal requirements, including but not limited to the Due Process Clause of the United States Constitution;
- e. Appoint the Settlement Administrator;
- f. Direct that Class Notice shall be given to the Class as provided in Paragraphs 86–102 and the other related terms of this Settlement Agreement;
- g. Provide that Settlement Class Members will have until the Claims Submission Deadline to submit Claim Forms;
- h. Provide that any objections by any Settlement Class Member to the certification of the Settlement Class and the proposed Settlement contained in this Settlement Agreement, and/or the entry of the Final Approval Order and Final Judgment, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline, such objector files with the Court a written objection and notice of the objector’s intention to appear, and otherwise complies with the requirements in Paragraphs 113–116 and the other related terms of this Settlement Agreement;
- i. Establish dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and/or in response to any valid and timely objections;
- j. Schedule the Final Approval Hearing on a date ordered by the Court, to be provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Settlement should be approved as fair, reasonable, and adequate, and to determine whether a Final Approval Order and Final Judgment should be entered dismissing the Action with prejudice except as to

1 such Settlement Class Members who timely file valid written Requests to Opt-
2 Out in accordance with this Settlement Agreement and the Class Notice;

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

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

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

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

- 16 a. Find that the Court has personal jurisdiction over all Settlement Class Members,
17 that the Court has subject matter jurisdiction over the claims asserted in the
18 Action, and that the venue is proper;
- 19 b. Finally approve this Settlement Agreement and the Settlement pursuant to Rule
20 23 of the Federal Rules of Civil Procedure;
- 21 c. Certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) for
22 purposes of settlement only;
- 23 d. Find that the Class Notice complied with all laws, including, but not limited to,
24 the Due Process Clause of the United States Constitution;
- 25 e. Incorporate the Releases set forth in this Settlement Agreement and make the
26 Releases effective as of the Effective Date;
- 27 f. Authorize the Parties to implement the terms of the Settlement;
- 28

- 1 g. Dismiss the Action with prejudice and enter a separate judgment pursuant to
2 Rule 58 of the Federal Rules of Civil Procedure;
- 3 h. Determine that the Settlement Agreement and the Settlement provided for
4 herein, and any proceedings taken pursuant thereto, are not, and should not in
5 any event be offered, received, or construed as evidence of, a presumption,
6 concession, or an admission by any Party of liability or nonliability or of the
7 certifiability or non-certifiability of a litigation class, or of any misrepresentation
8 or omission in any statement or written document approved or made by any
9 Party; provided, however, that reference may be made to this Settlement
10 Agreement and the Settlement provided for herein in such proceedings as may
11 be necessary to effectuate the provisions of this Settlement Agreement, as
12 further set forth in this Settlement Agreement;
- 13 i. Retain jurisdiction relating to the administration, consummation, enforcement,
14 and interpretation of this Settlement Agreement, the Final Approval Order and
15 Final Judgment, any final order approving the Attorneys' Fees and Expenses
16 Award and Service Awards, and for any other necessary purpose; and
- 17 j. Comply with the timing requirement of 28 U.S.C. § 1715(d).

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

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

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

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

1 73. “Released Claims” means, with respect to Settlement Class Members, any and all
2 claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of
3 action pursuant to any theory of recovery (including, but not limited to, those based in contract or tort,
4 common law or equity, federal, state, or local law, statute, ordinance, regulation, decree, or order) of
5 every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected,
6 existing or claimed to exist, including known or unknown claims as of the Notice Date by all of the
7 Releasing Parties that were asserted or could have been asserted based on, relating to, or arising out of
8 the identical factual predicate as the allegations in the Action, including but not limited to sharing or
9 otherwise making accessible user data and data about users’ friends with/to third parties (including but
10 not limited to third-party developers, whitelisted parties, business partners, advertisers, and data
11 brokers), and monitoring and enforcement of third parties’ access to and use and/or sharing of user data
12 with other third parties. This release expressly excludes relief arising out of the pending motion for
13 sanctions in the Action at ECF Nos. 879, 911, 922, 984, and 999. The Parties reserve all rights,
14 including appellate rights, to challenge orders regarding the pending motion for sanctions. The
15 definition of “Released Claims” shall be construed as broadly as possible under Ninth Circuit law to
16 effect complete finality over this Action. For the avoidance of doubt, the Parties agree that nothing in
17 the Plan of Allocation or any other provision contained herein shall in any way limit the scope of the
18 Release.

19 74. Upon the Effective Date, the Settlement Class Representatives and each of the
20 Settlement Class Members (and each of their heirs, estates, trustees, principals, beneficiaries,
21 guardians, executors, administrators, representatives, agents, attorneys, partners, successors,
22 predecessors-in-interest, and assigns) (collectively, “Releasing Parties”) shall be deemed to have, and
23 by operation of the Final Approval Order and Final Judgment in this Action shall have, fully, finally
24 and forever released, relinquished, and discharged each and every Released Claim, and to have
25 covenanted not to pursue any or all Released Claims against any Released Party, whether directly or
26 indirectly, whether on their own behalf or otherwise, and regardless of whether or not such Settlement
27 Class Member submits a Claim Form (except that the foregoing provision shall not apply to any such
28

1 representative, spouse, domestic partner, trustee, heir, executor, administrator, successor or assign who
2 independently would be a Settlement Class Member and timely excludes himself, herself or itself).

3 75. Upon the Effective Date, Defendant and each of the other Released Parties shall be
4 deemed by operation of law to have released, waived, discharged and dismissed each and every claim
5 relating to the institution or prosecution of the Action by Settlement Class Representatives, Class
6 Counsel and the Settlement Class.

7 76. Nothing in this Settlement Agreement is intended to alter the standard terms and
8 conditions for the use of Defendant's products or services by its users, or Defendant's enforcement of
9 the standard terms and conditions for the use of its products or services. To the extent any conflict
10 exists between the terms and conditions of this Settlement Agreement and the Defendant's standard
11 terms and conditions, the terms and conditions of the Settlement Agreement shall control.

12 77. Individuals who have validly opted out of the Settlement by the Opt-Out Deadline do
13 not release their claims and will not obtain any benefits of the Settlement.

14 78. After entering into this Settlement Agreement, the Parties may discover facts other than,
15 different from, or in addition to, those that they know or believe to be true with respect to the claims
16 released by this Settlement Agreement. The Released Claims include known and unknown claims as
17 set forth above, and this Settlement Agreement is expressly intended to cover and include all such
18 injuries or damages, including all rights of action thereunder. The Parties hereby expressly, knowingly,
19 and voluntarily waive any and all provisions, rights, and benefits conferred by California Civil Code
20 Section 1542 and any statute, rule, and legal doctrine similar, comparable, or equivalent to California
21 Civil Code Section 1542, which provides as follows:

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

26 79. In connection with such waiver and relinquishment, the Settlement Class
27 Representatives hereby acknowledge that they are aware that they or their attorneys may hereafter
28 discover claims or facts in addition to or different from those that they now know or believe exist with

1 respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle
2 and release all of the Released Claims against the Released Parties.

3 80. In furtherance of such intention, the Release herein given to the Released Parties shall
4 be and remain in effect as a full and complete general release of the Released Claims notwithstanding
5 the discovery or existence of any such additional different claims or facts. The Settlement Class
6 Representatives expressly acknowledge that they have been advised by their attorneys of the contents
7 and effect of Section 1542, and with knowledge, each of the Parties hereby expressly waives whatever
8 benefits he/she/it may have had pursuant to such section. The Settlement Class Representatives
9 acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval
10 Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained
11 for and a material element of the Settlement of which this Release is a part.

12 81. Upon the Effective Date: (a) the Settlement Agreement shall be the exclusive remedy
13 for any and all Released Claims of Settlement Class Representatives and Settlement Class Members;
14 and (b) Settlement Class Representatives and Settlement Class Members stipulate to be and shall be
15 permanently barred from initiating, asserting, or prosecuting against the Released Parties in any federal
16 or state court or tribunal any and all Released Claims.

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

18 82. Class Counsel may apply to the Court for an award of reasonable attorneys' fees
19 expressed as a percentage of the value conferred on the Settlement Class of no more than 25% of the
20 Settlement Fund, and for reimbursement of costs and expenses incurred in the case to be paid from the
21 Settlement Fund. Defendant reserves the right to oppose the application seeking an Attorneys' Fees
22 and Expenses Award. The Attorneys' Fees and Expenses Award determined by the Court will be paid
23 from the Settlement Fund, except as otherwise ordered by the Court in its resolution of the pending
24 motion for sanctions in this Action at ECF Nos. 879, 911, 922, 984, and 999. The Attorneys' Fees and
25 Expenses Award shall be paid from the Settlement Fund within ten (10) days after the Effective Date
26 occurs.

27 83. Consistent with the Pretrial Order No. 8: Duties and Authority of Co-Lead Counsel
28 (ECF No. 120), Class Counsel shall have the sole and absolute discretion, subject to any orders issued

1 by the Court, to allocate the Attorneys' Fees and Expenses Award amongst Class Counsel and any
2 other attorneys. Defendant shall have no liability or other responsibility for allocation of any such
3 Attorneys' Fees and Expenses Award. The amount ordered by the Court, which shall be paid from the
4 Settlement Fund, shall be the sole monetary obligation for attorneys' fees and expenses pursuant to this
5 Settlement Agreement.

6 84. The Parties agree that Class Counsel may apply on behalf of the Settlement Class
7 Representatives to the Court for a Service Award to each of them not to exceed \$15,000 for their
8 services as Settlement Class Representatives. Any Service Award(s) approved by the Court shall be
9 paid from the Settlement Fund within ten (10) days after the Effective Date occurs. The Parties agree
10 that the Court has the authority under this Settlement Agreement to issue Service Awards, and that the
11 decision whether or not to award any such payment, and the amount of that payment, rests in the
12 exclusive discretion of the Court.

13 85. The settlement was reached as a result of mediations conducted before third-party
14 neutrals, Honorable Jay C. Gandhi (Ret.) and Hon. Jacqueline Scott Corley. The Parties did not discuss
15 service award payments or attorneys' fees and expenses while negotiating the material terms of the
16 Settlement Fund, and during the negotiations of the Settlement Fund, they made no agreements in
17 connection with the Settlement Class Representatives' requests for service award payments or Class
18 Counsel's attorneys' fees and expenses.

19 **VIII. NOTICE AND SETTLEMENT ADMINISTRATION**

20 86. The Settlement Administrator's fees and costs, including the costs of notice, will be paid
21 as described in Section IV.B of this Settlement Agreement.

22 87. The Settlement Administrator will execute a confidentiality and non-disclosure
23 agreement with Defendant and Class Counsel and will utilize best efforts to ensure that any information
24 provided to it by Settlement Class Members will be kept confidential and secure, and used solely for
25 the purpose of effecting this Settlement.

26 88. For purposes of identifying and providing notice to potential Settlement Class Members,
27 the Preliminary Approval Order shall order Defendant to provide or cause to be provided to the
28 Settlement Administrator within thirty (30) days of the date of entry of the Preliminary Approval Order

1 information about the Settlement Class Members required by the Settlement Administrator to effect
2 the Notice Plan.

3 89. In fulfilling its responsibilities in providing notice to the Settlement Class Members, the
4 Settlement Administrator shall be responsible for, without limitation, consulting on and designing the
5 notice to the Settlement Class via various forms of media, including implementing the direct notice
6 program. The direct notice program will consist of in-app notice by Meta as set forth in more detail in
7 the Notice Plan; a preview of the contemplated language and form of that in-app notice is attached as
8 Exhibit E. The Parties shall confer on the form and content of the notice contemplated in the Notice
9 Plan, which must be substantially consistent with the Notice of Proposed Settlement of Class Action
10 attached as Exhibit D. The Parties reserve the right to approve the proposed Notice Plan by the
11 Settlement Administrator prior to submitting the Notice Plan to the Court for approval.

12 90. The Settlement Administrator shall commence the Notice Plan to the Settlement Class
13 Members, respectively, on a rolling basis and as soon as practicable, and the Notice Plan shall comply
14 with the deadlines: (a) Notice commences, including in-app notice and the media campaign, fourteen
15 (14) days after the Preliminary Approval Order; (b) the media campaign shall be substantially
16 completed by seventy-four (74) days after the Preliminary Approval Order as set forth in the Notice
17 Plan; and (c) in-app notice shall be substantially completed by eighty (89) days after the Preliminary
18 Approval Order as set forth in the Notice Plan.

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

24 92. Settlement Class Members who wish to receive a cash payment will be required to
25 submit a Claim Form. The Claim Form shall, among other things, require the Settlement Class Member
26 to provide contact information and to respond to prompts regarding whether they resided in the United
27 States at any time during the Class Period, if they were a Facebook user during the Class Period, the
28 time period during which they were a Facebook user during the Class Period, their Facebook usernames

1 or the emails associated with their Facebook account, selection of form of payment, and verification of
2 the information provided.

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

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

15 95. The Class Notice shall set forth the procedure detailed in Section XI of the Agreement
16 *infra* whereby Settlement Class Members may object to the Settlement. Objections shall be filed with
17 the Court by the Objection Deadline.

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

24 97. If a Claim Form does not substantially comply with the formal requirements set forth in
25 this Settlement and/or in the Claim Form instructions, the Settlement Administrator shall promptly
26 notify the claimant of the noncompliance using the contact information provided in the Claim Form. If
27 the claimant fails to cure the noncompliance within sixty (60) days after the Settlement Administrator
28 has notified the claimant of the noncompliance, the Claim Form shall be rejected as not meeting the

1 terms and conditions of this Settlement for payment from the Settlement Fund.

2 98. Where a good faith basis exists, the Settlement Administrator may reject a Claim Form
3 for the following reasons: (a) the Claim Form is fraudulent; (b) the Claim Form is duplicative of
4 another Claim Form; (c) the person submitting the Claim Form is not a Settlement Class Member;
5 (d) the person submitting the Claim Form requests that payment be made to a person or entity other
6 than the Settlement Class Member for whom the Claim Form is submitted; (e) the Claim Form is not
7 timely submitted; or (f) the Claim Form otherwise does not meet the requirements of this Settlement
8 Agreement.

9 99. Claim Forms that do not meet the terms and conditions of this Settlement for payment
10 from the Settlement Fund shall be rejected by the Settlement Administrator. The Settlement
11 Administrator shall have eighty (80) days from the Claims Submission Deadline to exercise the right
12 of rejection. The Settlement Administrator shall notify the claimant of the rejection using the contact
13 information provided in the Claim Form. Class Counsel and Defense Counsel shall be provided with
14 copies of all such notifications of rejection along with information sufficient to permit the parties to
15 analyze the basis for the rejection. If any claimant whose Claim Form has been rejected, in whole or
16 in part, desires to contest such rejection, the claimant must, within ten (10) days from receipt of the
17 rejection, transmit to the Settlement Administrator by email or U.S. mail a notice and statement of
18 reasons indicating the claimant's grounds for contesting the rejection, along with any supporting
19 documentation, and requesting further review by the Settlement Administrator, in consultation with
20 Class Counsel and Defense Counsel, of the denial of the claim. If Class Counsel and Defense Counsel
21 cannot agree on a resolution of the claimant's notice contesting the rejection, the decision of the
22 Settlement Administrator shall be final. No person shall have any claim against Defendant, Defense
23 Counsel, Settlement Class Representatives, Class Counsel, and/or the Settlement Administrator based
24 on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

25 100. The Settlement Administrator will provide information as agreed between Class
26 Counsel and the Settlement Administrator, including weekly reports on the submissions of claims,
27 objections, and Requests to Opt-Out.

28 101. As soon as reasonably possible after the Claims Submission Deadline, but no later than

1 eighty (80) days from the Claims Submission Deadline, the Settlement Administrator shall provide
2 Class Counsel and Defense Counsel with a spreadsheet that contains information sufficient to
3 determine: (a) the number of Settlement Class Members that submitted a claim; (b) the number of
4 submitted Claim Forms that are valid and timely, and the number that are not; (c) the number of
5 submitted Claim Forms the Settlement Administrator intends to treat as approved claims; (d) the
6 number of submitted Claim Forms the Settlement Administrator has denied and (e) the number of
7 submitted Claim Forms that do not substantially comply with the formal requirements set forth in this
8 Settlement and/or in the Claim Form instructions. The materials that the Settlement Administrator
9 provides to Class Counsel pursuant to this Paragraph shall not contain the names, email addresses,
10 mailing addresses, or other personal identifying information of the Settlement Class Members.

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

21 **IX. PLAN OF ALLOCATION**

22 103. The Plan of Allocation is set forth in a separate document that will be filed by Plaintiffs
23 at the same time as the Settlement Agreement. Defendant shall have no liability or other responsibility
24 for the Plan of Allocation.

25 104. This is a common fund settlement. There will be no reversion of the Settlement Fund to
26 Defendant upon the occurrence of the Effective Date irrespective of the number of Claims paid, or the
27 amounts to be paid to Authorized Claimants from the Net Settlement Fund.

1 105. The Plan of Allocation is a matter separate and apart from the proposed Settlement
2 Agreement between Defendant and the Settlement Class Representatives, and any decision by the Court
3 concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement
4 Agreement. The Plan of Allocation is not a necessary term of this Settlement Agreement, and it is not
5 a condition of this Settlement Agreement that any particular plan of allocation be approved by the
6 Court. Any order relating solely to the allocation of the Net Settlement Fund among the Authorized
7 Claimants, or any request for further judicial review from any order relating solely thereto or reversal
8 or modification thereof, shall not operate to terminate the Settlement Agreement.

9 **X. OPT-OUTS**

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

14 107. The written Request to Opt-Out must:

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

28 108. 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
request for exclusion.

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

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

8 111. Any individual who does not substantially comply with the requirements of this
9 Settlement Agreement governing Requests for Opt-Out shall be deemed to be a Settlement Class
10 Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings,
11 orders, and judgments applicable to the Settlement Class.

12 112. All signatories and counsel must not encourage opt-outs. Counsel for Plaintiffs and
13 counsel for Meta specifically agree not to solicit opt-outs, directly or indirectly, through any means,
14 but rather encourage members of the Settlement Class to participate in the settlement.

15 **XI. OBJECTIONS**

16 113. Any Settlement Class Member who wishes to object to the Settlement must submit a
17 written objection to the Court and Class Counsel on or before the Objection Deadline, as specified in
18 the Preliminary Approval Order.

19 114. The written objection must include:

- 20 (i) The case name and number of the Action;
- 21 (ii) The full name, address, telephone number, and email address of the objecting
22 Settlement Class Member and, if represented by counsel, of his/her counsel;
- 23 (iii) The Facebook account URL (if reasonably available) and the email address and
24 telephone number associated with the objector's Facebook account;
- 25 (iv) A statement that the objector was a Facebook user during the Class Period and
the dates of such use.
- 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, along with the caption of each case in which the objector has made such objection;
- (vii) A statement whether the objector has sold or otherwise transferred the right to their recovery in this Action to another person or entity, and, if so, the identity of that person or entity;
- (viii) A statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;
- (ix) 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
- (x) The objector's signature.

115. If an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), these requirements may be excused by the Court upon a showing of good cause.

116. Any Settlement Class Member who fails to substantially comply with the requirements in this Settlement Agreement governing objections 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.

XII. MODIFICATION OR TERMINATION OF SETTLEMENT AND RESERVATION OF RIGHTS

117. 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.

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

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

16 120. In the event that a Party exercises his/her/its option to withdraw from and terminate this
17 Settlement Agreement, then the Settlement proposed herein shall become null and void and shall have
18 no force or effect, the Parties shall not be bound by this Settlement Agreement, and the Parties will be
19 returned to their respective positions existing on August 26, 2022.

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

27 122. The Parties agree that the effectiveness of this Settlement Agreement is not contingent
28 upon the Court's approval of the payment of any Attorneys' Fees or Expenses or Service Awards. If

1 the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Expenses or Service
2 Awards, all remaining provisions in this Settlement Agreement shall remain in full force and effect.
3 No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning
4 the payment of Attorneys' Fees or Expenses or Service Awards, or the amount thereof, shall be grounds
5 for cancellation or termination of this Settlement Agreement.

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

18 **XIII. CAFA NOTICE PURSUANT TO 28 U.S.C. § 1715**

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

22 **XIV. TAX MATTERS**

23 125. The Released Parties and their counsel shall have no liability or responsibility for any
24 Taxes, Tax Expenses, or tax-related reporting or compliance with respect to the Escrow Account, the
25 Settlement Fund or any other matter contemplated by this Settlement Agreement. Without limiting the
26 generality of the preceding sentence, (i) all Taxes and Tax Expenses shall be paid solely out of the
27 Settlement Fund and (ii) all Taxes and Tax Expenses shall be treated as, and considered to be, a cost
28 of administration of the Settlement Fund and shall be timely paid by the Escrow Agent, as instructed

1 by the Settlement Administrator, out of the Settlement Fund without the need for any further
2 authorization (including an order from the Court).

3 126. The Settlement Administrator shall comply with all legal requirements regarding tax
4 withholding, tax reporting, and tax compliance (including filing all Tax returns and other returns).
5 Class Counsel shall provide such assistance as the Settlement Administrator reasonably requests to
6 enable the Settlement Administrator to comply with the preceding sentence. All returns filed by the
7 Settlement Administrator shall be consistent with this Section XIV (including with respect to the
8 election described in Paragraph 128).

9 127. Notwithstanding anything in this Settlement Agreement or the Escrow Agreement to
10 the contrary, the Settlement Administrator is hereby authorized and instructed to deduct and/or
11 withhold from distribution to Authorized Claimants any (i) taxes required to be deducted or withheld
12 by law (including under Treas. Reg. §1.468B-2(l)(2), if applicable) and (ii) any funds necessary to pay
13 Taxes or Tax Expenses (including the establishment of adequate reserves for any Taxes and Tax
14 Expenses). Any amount deducted or withheld in accordance with this Paragraph shall be treated as
15 having been paid to the person in respect of whom such deduction or withholding was made.

16 128. The Parties agree to treat the Escrow Account at all times as a qualified settlement fund
17 for U.S. federal income tax purposes within the meaning of Treas. Reg. §§ 1.468B-1 through 1.468B-
18 5. The Parties, the Settlement Administrator, and the Escrow Agent shall, and shall cause their affiliates
19 to, take any action reasonably necessary to ensure the Escrow Account satisfies the requirements of
20 Treas. Reg. §§ 1.468B-1 through 1.468B-5 (including the requirement to ensure that economic
21 performance occurs at the time of the transfer to the Escrow Account pursuant to Treas. Reg. § 1.468B-
22 3(c)). The Settlement Administrator shall be, and hereby is, appointed the “administrator” within the
23 meaning of Treas. Reg. § 1.468B-2(k)(3). If the Settlement Administrator cannot or will not serve as
24 the administrator in accordance with the preceding sentence, the administrator shall be such other
25 professional settlement administrator firm as the Parties shall reasonably select.

26 129. The Parties agree to cooperate with the Settlement Administrator (and any person other
27 than the Settlement Administrator that serves as the administrator of the qualified settlement fund as
28

1 described in Paragraph 128), the Escrow Agent, each other, and their tax attorneys and accountants to
2 the extent reasonably necessary to carry out the provisions of this Settlement Agreement.

3 **XV. MISCELLANEOUS PROVISIONS**

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

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

12 To the Settlement Class Representatives and the Settlement Class:

13 Lesley E. Weaver
14 Anne Davis
15 Bleichmar Fonti & Auld LLP
16 555 12th Street, Suite 1600
17 Oakland, CA 94607

18 Derek W. Loeser
19 Cari Campen Laufenberg
20 Keller Rohrback LLP
21 1201 Third Avenue, Suite 3200
22 Seattle, WA 98101

23 To Counsel for Meta:

24 Rosemarie Ring
25 Gibson, Dunn & Crutcher LLP
26 555 Mission Street, Suite 3000
27 San Francisco, CA 94105-0921

28 With a Copy to Meta

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

132. 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.

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

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

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

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

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

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

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

11 140. To the extent permitted by law, all agreements made and orders entered during the
12 course of the Action relating to the confidentiality of information shall survive this Settlement
13 Agreement. Meta reserves the right to disclose the settlement in connection with its customary
14 engagement with regulators and financial reporting practices.

15 141. The waiver by one Party of any breach of this Settlement Agreement by any other Party
16 shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

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

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

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

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

8 146. This Settlement Agreement shall be governed by and construed in accordance with the
9 laws of the State of California, without regard to any conflict of laws principles that would result in
10 applying the substantive law of a jurisdiction other than the State of California.

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

13 148. In construing this Settlement Agreement, the use of the singular includes the plural (and
14 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

15 149. The provision of the confidentiality agreement entered into with respect to the mediation
16 process concerning this Action is waived for the limited purpose of permitting the Parties to confirm
17 that they participated in the mediation and that the mediation process was successful.

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

22 151. All of the Parties warrant and represent that they are agreeing to the terms of this
23 Settlement Agreement based upon the legal advice of their respective attorneys, that they have been
24 afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys, and
25 that the terms and conditions of this document are fully understood and voluntarily accepted.

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

3 153. Each counsel or other person executing this Settlement Agreement or any of its Exhibits
4 on behalf of any Party hereby warrants that such person has the full authority to do so. Class Counsel,
5 on behalf of the Settlement Class, is expressly authorized by the Settlement Class Representatives to
6 take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this
7 Settlement Agreement to effectuate its terms, and is expressly authorized to enter into any
8 modifications or amendments to this Settlement Agreement on behalf of the Settlement Class that Class
9 Counsel and the Settlement Class Representatives deem appropriate.

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

1 DATED: December 22, 2022

META PLATFORMS, INC.

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4 Scott Tucker
Vice President & Deputy General Counsel

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

5
6
7 DATED: _____, 2022

8
9
10 _____
Lesley E. Weaver
Bleichmar Fonti & Auld LLP
Attorneys for Plaintiffs

11
12 Lesley E. Weaver (SBN 191305)
Anne K. Davis (SBN 267909)
Matthew S. Melamed (SBN 260272)
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22 DATED: _____, 2022

23 _____
Derek W. Loeser
Keller Rohrback L.L.P.
Attorneys for Plaintiffs

24
25
26 Derek W. Loeser (admitted *pro hac vice*)
Cari Campen Laufenberg (admitted *pro hac vice*)
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DATED: _____, 2022

META PLATFORMS, INC.

Scott Tucker
Vice President & Deputy General Counsel

**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: December 22, 2022

Lesley E. Weaver
Bleichmar Fonti & Auld LLP
Attorneys for Plaintiffs

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DATED: 12/22, 2022

Derek W. Loeser
Keller Rohrback L.L.P.
Attorneys for Plaintiffs

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