

# **EXHIBIT A**

## Settlement Agreement/Sammy Rodgers and Alvery Neace

### Preamble

This settlement agreement (“Rodgers-Neace Settlement Agreement” or “Agreement”) is made and entered into this 17th day of October, 2022 (the “Execution Date”), by and between the Plaintiffs and Class Representatives, on behalf of themselves and the Class as certified by the Court (collectively, “Plaintiffs” or “Plaintiffs-Appellees”), Zoom Video Communications, Inc. (“Zoom” or “Defendant-Appellee”), and Objectors Sammy Rodgers and Alvery Neace (“Objectors Rodgers and Neace” or “Objectors-Appellants”) (collectively, the “Parties”) with respect to the Action (defined below). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below) on the terms and conditions of this Agreement. It is subject to approval of the United States District Court for the Northern District of California presiding over the Action (the “Court”).

### Recitals

WHEREAS, Plaintiffs brought suit on behalf of themselves and all others similarly situated for damages and declaratory and injunctive relief alleging claims against Zoom for (1) California common law invasion of privacy and violation of the California Constitution’s right to privacy, Art. 1, § 1; (2) breach of implied contract; (3) breach of the implied covenant of good faith and fair dealing; (4) unjust enrichment/quasi-contract; (5) violation of California’s UCL; and (6) violation of California’s CLRA. These claims were filed in the Northern District of California and captioned *In re: Zoom Video Communications, Inc. Privacy Litigation*, Case No. 3:20-cv-02155-LB (the “Action”);

WHEREAS, arm’s-length settlement negotiations took place between Plaintiffs’ Co-Lead Counsel (“Class Counsel”) and Zoom’s counsel, including several mediation sessions and extensive settlement discussions with Hon. Jay Gandhi (Ret.) of JAMS, resulting in an agreement on the terms and conditions embodied in the Class Action Settlement Agreement and Release (the “Settlement Agreement”), *see* Dkt. No. 191-1;

WHEREAS, on July 31, 2021, Plaintiffs moved for Preliminary Approval of the Settlement Agreement, *see* Dkt. No. 190;

WHEREAS, on October 21, 2021, after a hearing, the Court granted preliminary approval of the Settlement Agreement, which provided an objection deadline of March 5, 2022, *see* Dkt. No. 204;

WHEREAS, on January 28, 2022, Plaintiffs filed their Motion for Final Approval of Settlement Agreement (the “Motion for Final Approval”) and Motion for Attorneys’ Fees, Expenses, and Service Payments (“Motion for Fee Award”), *see* Dkt. Nos. 216 & 217;

WHEREAS, on March 6, 2022, Objectors Rodgers and Neace, through their counsel, filed their Objection to Plaintiffs’ Motion for Final Approval, *see* Dkt. No. 228;

WHEREAS, on March 14, 2022, Plaintiffs filed their Reply in Support of the Motion for Final Approval;

WHEREAS, on March 25, 2022, Objectors Rodgers and Neace, through their counsel, filed a Reply in Support of their Objection to the Motion for Final Approval, *see* Dkt. No. 231;

WHEREAS, on April 21, 2022, after a hearing, the Court entered its order granting final approval of the Settlement Agreement and approving and awarding reasonable attorneys' fees, costs and service awards ("Final Approval Order"), and then entered a final judgment ("Final Judgment"), *see* Dkt. Nos. 249 & 250;

WHEREAS, on May 18, 2022, Objectors Rodgers and Neace, through their counsel, filed a Notice of Appeal from the Final Approval Order and Final Judgment (the "Appeal"), *see* Dkt. No. 251;

WHEREAS, the Appeal is pending before the U.S. Court of Appeals for the Ninth Circuit, Case No. 22-15764.

WHEREAS, following the commencement of their Appeal, Objectors Rodgers and Neace, Plaintiffs, and Zoom, through their counsel, engaged in settlement discussions under the supervision of the Ninth Circuit Mediator, Sasha M. Cummings; and

NOW, THEREFORE, in consideration of the agreements and releases set forth herein, and intending to be legally bound, it is agreed by and between Objectors Rodgers and Neace, Plaintiffs, and Zoom that the Appeal be dismissed with prejudice, subject to the approval of the Court, on the following terms and conditions:

#### **Agreement**

##### **1. Releases**

###### **1.1 No admission of liability**

This Agreement is made in compromise of a dispute. Neither this Agreement nor anything that the Parties stated or did during the negotiation of this Agreement shall be construed or used in any manner as an admission of liability or evidence of any party's fault, liability, or wrongdoing, or that the Settlement Agreement, Final Approval Order or Final Judgment is insufficient or improper in any way.

###### **1.2 Objectors Rodgers and Neace's Release**

Upon the Court's approval of this Agreement, Objectors Rodgers and Neace shall release, forever discharge, and will not in any manner pursue their Appeal or any appeal of or objections to the Settlement Agreement, any amendment to the Settlement Agreement, Final Approval Order, or Judgment in the Action, or any other order entered in this Action.

Notwithstanding the foregoing, if the district court denies in whole or in part Objectors Rodgers and Neace's request for fees and expenses or request for incentive awards, Objectors

Rodgers and Neace may appeal solely that decision directed to their requests for fees, expenses or incentive awards. In such an event, Objectors Rodgers and Neace agree (a) that the distribution to the class and Class Counsel may proceed, but Class Counsel shall escrow the portion of the requested fees and expenses or incentive awards denied by the court until the appeal is decided and (b) that such an appeal will not factor into the calculation of the Effective Date under the Settlement Agreement or otherwise delay the occurrence of the Effective Date.

### **1.3 Plaintiffs' Release**

Upon the Court's approval of this Agreement, Plaintiffs shall release, forever discharge, and will not in any manner pursue any action against Objectors Rodgers and Neace related to their Appeal or this Action.

### **1.4 Defendant's Release**

Upon the Court's approval of this Agreement, Zoom shall release, forever discharge, and will not in any manner pursue any action against Objectors Rodgers and Neace related to their Appeal or this Action.

### **1.5 Enforcement**

The Parties' Releases shall not bar a claim, complaint, action, or proceeding for breach of this Agreement, for which the Court shall retain jurisdiction to resolve and enforce.

## **2. Proposed Modifications to Class Action Settlement**

With respect to the Settlement and administration of the Settlement, Zoom and Plaintiffs agree to the following:

- a) The Settlement Administrator will mail the checks issued pursuant to the Settlement to eligible Settlement Class Members via USPS first class mail, in a number 10 business envelope.
- b) For returned checks from Settlement Class Members, the Settlement Administrator will run address correction, check forwards, and send payments to the corrected addresses when possible.
- c) For returned checks from Settlement Class Members, the Settlement Administrator will also notify such claimants via email to update their address.
- d) Zoom and Plaintiffs will amend the Settlement Agreement (§§ 2.5(c) and (e)) to extend the deadline for Settlement Class Members to cash a settlement check by 30 days, from 90 days to 120 days ("Amended Settlement Agreement").
- e) The Settlement Administrator will include a link to the form for Settlement Class Members to change their contact information on the home page of the Settlement

Website, with a statement that the form can be used to update email addresses, mailing addresses, or both, and with directions on how to include all current contact information, including mailing and email addresses. The Settlement Administrator will also send an email to Settlement Class Members completing the form, confirming their updated contact information.

**3. Service Payments and Attorneys' Fees**

Objectors Rodgers and Neace may apply to the Court for service payments of up to \$1,000 each. Objectors Rodgers and Neace may apply to the Court for up to \$47,900 in attorneys' fees and costs. Any service payments or award of attorneys' fees and costs shall be paid if and in the amount approved by the Court from the prior award of attorneys' fees and costs (Dkt. No. 249). Such payment will be made within 3 business days after the latest of (a) such fees and costs being paid by the Settlement Administrator to Class Counsel and (b) receipt by Class Counsel and Settlement Administrator of a properly completed and duly executed IRS Form W-9 from any payee.

It is not a condition of settlement that any particular amount of attorneys' fees and costs or service payments be approved by the Court, or that such fees, costs, or service payments be approved at all.

**4. Dismissal of Appeal**

Upon indication by the District Court pursuant to Federal Rule of Civil Procedure 62.1 that it will approve the Agreement upon remand, Objectors Rodgers and Neace will jointly with the Parties seek remand of the appeal within 1 business day of the District Court's indication that it would approve the Agreement. Upon approval of this Agreement by the District Court, Objectors Rodgers and Neace, and their counsel, will also dismiss their appeal with prejudice and agree not to pursue any and all claims or objections related to the Action, the Final Approval Order, the Judgment, the Appeal, the Settlement Agreement, and any amendment to the Settlement Agreement, including any order related to any amendment to the Settlement Agreement other than as set forth in ¶ 1.2 above.

This Agreement is expressly contingent upon dismissal of Objectors Rodgers and Neace's Appeal, Objectors Rodgers and Neace's full compliance with the terms and conditions of this Agreement, and the Court (a) approving both this Agreement and the settlement agreement between Plaintiffs, Zoom and Objector Judith C. Cohen relating to her objections and appeal ("Cohen Settlement Agreement"), and (b) not requiring any additional notice to the Class.

Except as otherwise expressly directed by the Court, Objectors Rodgers and Neace shall not submit any briefing, documents, or other material to the Court, without Zoom's Counsel's and Class Counsel's prior written approval in writing.

## **5. Miscellaneous**

### **5.1 Entire Agreement**

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

### **5.2 No Construction Against Any Party**

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

### **5.3 Headings and Captions**

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

### **5.4 Severability**

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

### **5.5 Specific Prohibitions**

The following specific prohibitions shall apply to this Agreement as follows:

- a) **No Assignment:** This Agreement, including any of the rights and duties of each Party under this Agreement, may not be assigned without prior written approval by the other Parties. Objectors Rodgers and Neace represent and warrant that there has been no prior assignment, encumbrance, or other complete transfer of all or a part of any right or interest that they may have in relation to the Action or to the objection to the Settlement.
- b) **No Waiver:** No Party will be treated as having waived any rights or privileges, including attorney-client privilege, as the result of this Agreement. Additionally, a waiver of any breach of this Agreement by any Party shall not be deemed to be a waiver by any Party of any other breach

of this Agreement.

- c) **No Third-Party Beneficiaries:** This Agreement does not confer any benefits on any third party.
- d) **Execution in Counterparts:** This Agreement may be executed by the Parties in counterparts and exchanged by electronic means, including facsimile, PDF, and other electronic means, with the same effect as if all Parties had signed the same instrument.

#### **5.6 Amendments**

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

#### **5.7 Governing Law**

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

#### **5.8 Enforcement and Jurisdiction.**

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

#### **5.9 Authority**

The Parties represent and warrant that each signatory to this Agreement expressly warrants to the other Party that he, she, they or it has the authority to execute this Agreement on behalf of the party or parties to be bound by his, her, they, or its signature, and on behalf of each and every principal or other owner of a legal, equitable or beneficial interest in such party or parties.

#### **5.10 Costs**

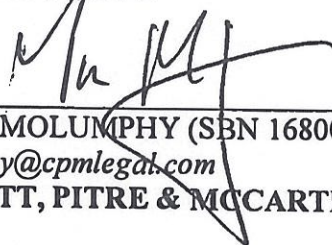
The Parties agree that other than as provided in this Agreement or in the Settlement Agreement, each Party shall bear their own costs and fees.

### **SIGNATORIES**

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

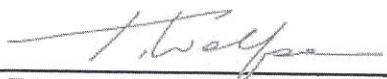
**Plaintiffs-Appellees**

Date: October 17, 2022



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**Defendant-Appellee**

Date: October 17, 2022



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**Objectors-Appellants**

Date: October 18, 2022



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