

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“**Settlement Agreement**”) is entered into by and among the following parties: (i) Caitlin Brice, Heddi N. Cundle, Angela Doyle, Isabelle Gmerek, Kristen Hartmann, Peter Hirshberg, M.F., Therese Jimenez, Lisa T. Johnston, Oak Life Church, Saint Paulus Lutheran Church, and Stacey Simins (“**Plaintiffs**”), individually and on behalf of the putative Settlement Class (as defined below), and (ii) Defendant Zoom Video Communications, Inc. (“**Zoom**” or “**Defendant**”) (Plaintiffs and Defendant shall be referred to collectively as the “**Parties**,” individually as a “**Party**”). This Settlement Agreement is conditioned upon and subject to approval of the Court as required by Rule 23 of the Federal Rules of Civil Procedure. The Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement, the Action (as defined below) and all Released Claims (as defined below) shall be finally and fully settled, compromised, and released, on the following terms and conditions:

### RECITALS

A. WHEREAS, between March 30, 2020 and June 2, 2020, the following actions were filed against Zoom in the Federal District Court for the Northern District of California alleging the same or similar operative facts: *Cullen v. Zoom Video Communications, Inc.*, No. 5:20-cv-02155-LHK; *Taylor v. Zoom Video Communications, Inc.*, No. 5:20-cv-02170-LHK; *Johnston v. Zoom Video Communications, Inc.*, No. 5:20-cv-02376-LHK; *Gens v. Zoom Video Communications, Inc.*, No. 4:20-cv-03078-LHK; *Kondrat v. Zoom Video Communications, Inc.*, No. 5:20-cv-02520-LHK; *Lawton v. Zoom Video Communications, Inc.*, No. 5:20-cv-02592-LHK; *Jimenez v. Zoom Video Communications, Inc.*, No. 5:20-cv-02591-LHK; *Hartmann v. Zoom Video Communications, Inc.*, No. 5:20-cv-02620-LHK; *Henry v. Zoom Video Communications, Inc.*, No. 5:20-cv-02691-LHK; *Greenbaum v. Zoom Video Communications, Inc.*, No. 5:20-cv-02861-LHK; *Simins v. Zoom Video Communications, Inc.*, No. 5:20-cv-02893-LHK; *Buxbaum v. Zoom Video Communications, Inc.*, No. 5:20-cv-02939-LHK; *Kirpekar v. Zoom Video Communications, Inc.*, No. 5:20-cv-03042-LHK; *Saint Paulus Lutheran Church v. Zoom Video Communications, Inc.*, No. 5:20-cv-03252-LHK; *Hurvitz v. Zoom Video Communications, Inc.*, No. 5:20-cv-03258-LHK; *Ohweiler v. Zoom Video Communications, Inc.*, No. 5:20-cv-03281-LHK; and *Rios v. Zoom Video Communications, Inc.*, No. 5:20-cv-03670-LHK (the “**Related Actions**”);

B. WHEREAS, on May 28, June 2, and June 5, 2020, the Court ordered the Related Actions consolidated into Case No. 5:20-cv-02155-LHK, which was recaptioned *In Re: Zoom Video Communications, Inc. Privacy Litigation*, and ordered the filing of a Consolidated Amended Class Action Complaint (Dkt. Nos. 62, 67, 79) (the “**Action**”);

C. WHEREAS, on June 30, 2020, the Court appointed Tina Wolfson of Ahdoot & Wolfson, PC and Mark C. Molumphy of Cotchett, Pitre, & McCarthy LLP as interim co-lead class counsel in the Action (Dkt. No. 92);

D. WHEREAS, the Action arises from four central theories of alleged conduct by Zoom: (1) alleged unauthorized sharing of users’ information with third-parties through incorporation of software development kits (SDKs) in the Zoom application, (2) alleged unauthorized sharing of users’ information with third-parties through third-party developers’ development and deployment of apps that integrate with Zoom’s products, (3) alleged failure to prevent unwanted meeting disruptions by

third parties, and (4) alleged misrepresentations that Zoom provided end-to-end encryption at a time when Plaintiffs alleged Zoom did not;

E. WHEREAS, on July 30, 2020, Plaintiffs Caitlin Brice, Heddi N. Cundle, Isabelle Gmerek, Cynthia Gormezano, Kristen Hartmann, M.F. and his parent Therese Jimenez, Lisa T. Johnston, Oak Life Church, Saint Paulus Lutheran Church, and Stacey Simins filed a Consolidated Amended Class Action Complaint (“CAC”) and alleged claims for (1) violation of the California Constitution’s right to privacy, Art. 1, § 1; (2) negligence; (3) breach of implied contract; (4) breach of the implied covenant of good faith and fair dealing; (5) unjust enrichment; (6) violation of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*; (7) violation of California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*; (8) violation of the Comprehensive Computer Data Access and Fraud Act (“CDAFA”), Cal. Penal Code § 502; and (9) fraudulent concealment, Cal. Civ. Code § 1710(3) (Dkt. No. 114);

F. WHEREAS, on September 14, 2020, Zoom filed a motion to dismiss the CAC’s allegations in their entirety for failure to allege harm traceable to Zoom and failure to state a claim (Dkt. No. 133);

G. WHEREAS, on October 28, 2020, Plaintiffs Caitlin Brice, Heddi N. Cundle, Isabelle Gmerek, Cynthia Gormezano, Kristen Hartmann, M.F. and his parent Therese Jimenez, Lisa T. Johnston, Oak Life Church, Saint Paulus Lutheran Church, and Stacey Simins filed a First Amended Consolidated Class Action Complaint (“FAC”), which added three additional named plaintiffs Angela Doyle, Sharon Garcia, and Peter Hirshberg, and two additional claims for invasion of privacy under the California common law and quasi-contract (Dkt. No. 126);

H. WHEREAS, on December 2, 2020, Zoom filed a motion to dismiss the FAC’s allegations in their entirety, again, for failure to allege harm traceable to Zoom and failure to state a claim (Dkt. No. 133);

I. WHEREAS, on December 30, 2020, Plaintiffs filed their brief in opposition to Zoom’s motion to dismiss the FAC (Dkt. No. 141);

J. WHEREAS, on March 11, 2021, the Court granted in part and denied in part Zoom’s motion to dismiss the FAC, with leave to amend consistent with the Court’s order (Dkt. No. 168);

K. WHEREAS, on May 12, 2021, Plaintiffs Caitlin Brice, Heddi Cundle, Angela Doyle, Isabelle Gmerek, Kristen Hartmann, Peter Hirshberg, M.F. and his parent Therese Jimenez, Lisa T. Johnston, Oak Life Church, Saint Paulus Lutheran Church, and Stacey Simins filed a Second Amended Consolidated Class Action Complaint (“SAC”) and alleged claims for (1) California common law invasion of privacy and violation 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 (Dkt. No. 179);

L. WHEREAS, between September 2020 and June 2021, the Parties engaged in significant discovery into the claims and defenses, including written discovery, document productions, and motions to compel;

M. WHEREAS, starting in November 2020, the Parties and their respective counsel have participated in extensive settlement discussions mediated by the Hon. Jay Gandhi (Ret.) of JAMS, including mediation sessions on October 30, 2020, November 13, 2020, April 21, 2021, and May 19, 2021, as well as numerous individual and joint conversations with Judge Gandhi and numerous conversations and email communications between counsel supervised by Judge Gandhi;

N. WHEREAS, after extensive arms-length negotiations, the Parties reached an agreement in principle to settle on the terms and conditions embodied in this Settlement Agreement;

O. WHEREAS, the Parties desire to resolve all claims that are asserted or could have been asserted in the Action relating to the allegations made therein;

P. WHEREAS, Zoom denies that it has engaged in any wrongdoing and denies all claims asserted by Plaintiffs in the Action. This Agreement shall in no event be construed or deemed to be evidence of or an admission, presumption or concession on the part of Zoom of any fault, liability, or wrongdoing as to any facts or claims asserted in the Action (or any infirmity in the defenses it has asserted or could assert in the Action), or any other actions or proceedings, and shall not be interpreted, construed, offered, or received in evidence or otherwise used against Zoom in any other action or proceeding, whether civil, criminal or administrative;

Q. WHEREAS, Plaintiffs have conducted extensive discovery relating to the Action, have analyzed the legal issues in the Action, have retained and consulted with experts, have engaged in motion practice in connection with the Action, and believe that the proposed settlement with Zoom, as set forth herein, is fair, reasonable, and adequate, and in the best interests of the putative Settlement Class and that this Settlement Agreement should be approved by the Court under Rule 23(e) of the Federal Rules of Civil Procedure;

R. WHEREAS, Plaintiffs have consulted with Zoom on prospective changes to its policies, procedures, and practices related to the allegations in the SAC, including consultation with Zoom in advance of Zoom's June 4, 2021 revisions to its Privacy Statement;

S. WHEREAS, Zoom is entering into this Settlement Agreement to avoid the costs and uncertainties of continued litigation of the Action, and Zoom believes that the Settlement Agreement is fair, reasonable, and adequate, and that the Settlement Agreement should be approved by the Court under Rule 23(e);

T. WHEREAS, the Settlement Agreement resolves the Action in its entirety without any admission of liability, and the Parties intend this Settlement Agreement to bind the Parties;

U. WHEREAS, on May 1, 2020, a putative class action was filed in the Superior Court of California, County of Santa Clara under the caption *Arriaza v. Zoom Video Communications, Inc.*, No. 20CV366439 ("*Arriaza*"), alleging liability based on the same theories of alleged conduct by Zoom as alleged in this Action, and bringing claims for (1) California common law invasion of privacy and violation of the California Constitution's right to privacy, Art. 1, § 1; (2) negligence; (3) breach of the implied warranty of merchantability; (4) breach of implied contract; (5) unjust enrichment; (6) violation of California's UCL; (7) violation of California's CLRA; and (8) violation of the California Consumer Privacy Act, which action was subsequently stayed by the Santa Clara Superior Court;

V. WHEREAS, on June 3, 2020, the Related Action *Greenbaum v. Zoom Video Communications, Inc.*, No. 5:20-cv-02861-LHK was voluntarily dismissed from the Northern District of California without prejudice (Dkt. No. 17), and refiled in the Superior Court of California, County of Santa Clara under the caption *Greenbaum v. Zoom Video Communications, Inc.*, No. 20CV366980 (“**Greenbaum**”), alleging liability based on the same theories of alleged conduct by Zoom as alleged in this Action, and bringing claims for (1) negligence; (2) violation of California’s Invasion of Privacy Act, Cal. Penal Code § 630, *et seq.*; (3) violation of California’s UCL; (4) violation of California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*; (5) unjust enrichment/quasi-contract; (6) intrusion upon seclusion; (7) breach of implied contract; and (8) breach of the implied covenant of good faith and fair dealing, which action was subsequently stayed by the Santa Clara Superior Court;

W. WHEREAS, the Parties believe that a Settlement Agreement can and should be approved to avoid the time, expense, and uncertainty of protracted litigation; and in the event that a Settlement Agreement does not receive final and binding approval from the Court or is terminated according to its terms, Plaintiffs expressly reserve the right to file for class certification and to try their case to judgment, while Zoom reserves the right to challenge class certification and reserves its other defenses; and

X. WHEREAS, the Parties agree to stay other non-settlement related proceedings in this Action, including any further discovery or motion practice, pending final and binding approval from the Court pursuant to the Federal Rules.

## AGREEMENT

NOW THEREFORE, IT IS STIPULATED AND AGREED, subject to approval by the Court pursuant to Rule 23(e), by and among the Parties, as follows:

1. **DEFINITIONS.** As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 “**Action**” means all actions which have been filed in, transferred to, or otherwise assigned to the Court and included or consolidated in the consolidated case captioned *In re: Zoom Video Communications, Inc. Privacy Litigation*, No. 5:20-cv-02155-LHK (N.D. Cal.).

1.2 “**Additional Plaintiffs’ Counsel**” means Wexler Wallace LLP, Gustafson Gluek PLLC, Tycko & Zavareei LLP, The Technology Law Group, Stueve Siegel Hanson LLP, Hartley LLP, Gutride Safier LLP, Schubert Jonckheer & Kolbe LLP, Lowey Dannenberg, P.C., Clayeo C. Arnold, A Professional Law Corp., Morgan & Morgan Complex Litigation Group, Reinhardt Wendorf & Blanchfield, Arnold Law Firm, Murphy & McGonigle, RLLP, Loevy and Loevy, Miller Advocacy Group, Clarkson Law Firm, P.C., and Law Offices of John L. Fallat.

1.3 “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto, which are incorporated herein by reference.

1.4 “**Approved Claim(s)**” means a Settlement Claim as evidenced by a Claim Form submitted by a Settlement Class Member that (i) is timely and submitted in accordance with the

directions on the Claim Form and the terms of this Agreement; satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement; and has been approved by the Settlement Administrator; or (ii) is otherwise accepted by the Court.

1.5 “**Claim Form**” means the form Settlement Class Members submit to make a Settlement Claim pursuant to the terms and conditions of the Settlement Agreement, substantially in the form attached hereto as Exhibit A, as approved by the Court.

1.6 “**Claimant**” means a Settlement Class Member who submits a Settlement Claim.

1.7 “**Claim Deadline**” means the date by which (a) all Claim Forms must be postmarked or submitted electronically to be considered timely. The Claim Deadline shall be set by the Court in the Preliminary Approval Order. The Parties will propose a Claims Deadline that is sixty (60) calendar days following the Notice Date.

1.8 “**Class Counsel**” means Tina Wolfson, Mark C. Molumphy, and their respective firms, Ahdoot & Wolfson, PC and Cotchett, Pitre, & McCarthy LLP.

1.9 “**Class Representatives**” and “**Plaintiffs**” mean Plaintiffs Caitlin Brice, Heddi N. Cundle, Angela Doyle, Isabelle Gmerek, Kristen Hartmann, Peter Hirshberg, M.F., Therese Jimenez, Lisa T. Johnston, Oak Life Church, Saint Paulus Lutheran Church, and Stacey Simins.

1.10 “**Court**” means the United States District Court for the Northern District of California.

1.11 “**Defendant**” or “**Zoom**” means Zoom Video Communications, Inc., a Delaware corporation.

1.12 “**Defendant’s Counsel**” or “**Zoom’s Counsel**” means Cooley LLP.

1.13 “**Effective Date**” means one business day after the latest of the following events has occurred: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Approval Order approving the Settlement Agreement; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari. If the Final Approval Order is set aside, materially modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, then the Effective Date has not occurred for purposes of this section.

1.14 “**Enterprise-Level Account**” means a registered Zoom Meetings Application (“App”) account that as of the Settlement Date belonged to, was controlled by, or was provisioned by a Person paying to use (or otherwise licensed by Zoom to use) the Zoom Meetings App at the “Enterprise” level of Zoom’s pricing plans, as opposed to other account types, including “Basic”, “Pro”, or “Business” levels (see <https://zoom.us/pricing>).

1.15 “**Fee and Expense Award**” means the amount of attorneys’ fees and expenses awarded to Class Counsel by the Court to be paid out of the Settlement Fund.

1.16 “**Final Approval Hearing**” means the hearing(s) before the Court where the Parties will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable and adequate, and approving the Fee and Expense Award and the Service Payments to the Class Representatives.

1.17 “**Final Approval Order**” means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement. The Final Approval Order must be substantially similar to the form attached hereto as Exhibit B.

1.18 “**Judgment**” means the judgment to be entered by the Court. The Judgment must be substantially similar to the form of Exhibit H.

1.19 “**Long Form Notice**” means the legal notice of the proposed Settlement terms described in Section 5.2 of this Agreement, to be provided to the Settlement Class pursuant to the terms and conditions of this Agreement. The Long Form Notice must be substantially similar to the form attached hereto as Exhibit C.

1.20 “**Net Settlement Fund**” means the Settlement Fund, plus any interest or investment income earned on the Settlement Fund, less any Fee and Expense Award, Service Payments to the Class Representatives, Taxes and Tax Expenses, and Settlement Administration Expenses.

1.21 “**Non-Profit Residual Recipients**” means the Electronic Privacy Information Center and the Electronic Frontier Foundation, 26 U.S.C. 501(c) (3) non-profit organizations.

1.22 “**Notice(s)**” means the notices of this proposed Settlement and Final Approval Hearing to be provided to Settlement Class Members, including but not limited to the Summary Notice, Long Form Notice, Publication Notice, and Settlement Website, as described in more detail in Section 5 of this Agreement.

1.23 “**Notice Date**” means the last date on which the Notice is disseminated to the Settlement Class, which shall be 75 calendar days after the Court enters the Preliminary Approval Order.

1.24 “**Notice Plan**” means the plan described in this Agreement for disseminating Notice to the Settlement Class Members of the terms of this Agreement and the Final Approval Hearing.

1.25 “**Objection and Exclusion Deadline**” means the date by which a written objection to the Settlement or a Request for Exclusion by a person within the Settlement Class must be made. The Objection and Exclusion Deadline shall be set by the Court in the Preliminary Approval Order. The Parties will propose an Objection and Exclusion Deadline that is sixty (60) calendar days following the Notice Date.

1.26 “**Paid Subscription Claim(s)**” shall have the meaning as defined in Section 2.2(b).

1.27 “**Person(s)**” means any natural person, corporation, company, limited liability company, partnership, joint adventurers, firm, association, community, organization, business trust, trust, society, estate, syndicate, fiduciary, and any other group, combination, or legal entity.

1.28 “**Plaintiffs’ Counsel**” means Class Counsel and those law firms appointed to the Plaintiffs’ Steering Committee by the Court on June 30, 2020 (Dkt. No. 92).

1.29 “**Preliminary Approval Order**” means an order substantially in the form of Exhibit D that makes each of the rulings set forth in Section 7.1 of this Agreement.

1.30 “**Publication Notice**” means the legal notice summarizing the proposed Settlement terms to be provided to Settlement Class Members, under Section 5.1(c) of this Agreement. The Publication Notice must be substantially similar to the form attached hereto as Exhibit E. The dissemination of the Publication Notice will be in the form and manner described in the Declaration of Cameron R. Azari of Epiq attached hereto as Exhibit F.

1.31 “**Registered User(s)**” means any Settlement Class Member(s) who had a registered account to use the Zoom Meetings App between March 30, 2016 and the Settlement Date.

1.32 “**Released Claims**” means any and all actual or potential claims, complaints, demands, damages, debts, liabilities, proceedings, remedies, counterclaims, actions, causes of action, suits, cross claims, third party claims, contentions, allegations, assertions of wrongdoing, and any demands for injunctive relief or any other type of equitable or legal relief, whether known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent, discovered or undiscovered, brought or that could be brought against any of the Released Parties, and that are based on one or more of the same factual predicates as the Action, in any court, tribunal, forum or proceeding.

1.33 “**Released Parties**” means Zoom, and its respective present or former administrators, predecessors (including, without limitation, through acquisition of all or substantially all assets, stock, or other ownership interests), successors, assigns, parents, subsidiaries, holding companies, investors, divisions, and affiliates of any of the foregoing; and the past, present, and future principals, trustees, partners (including, without limitation, affinity, agent bank, and private label and co-brand partners), officers, directors, employees, associates, agents, representatives, consultants, independent contractors, directors, managing directors, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, assigns, representatives, heirs, executors, and administrators of any of the above.

1.34 “**Releasing Parties**” means Plaintiffs and Settlement Class Members, together with the respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities. For minor children, “Releasing Parties” also includes their parents, guardians, guardians ad litem, and any like fiduciary.

1.35 “**Request for Exclusion**” is the written communication by a Person within the Settlement Class in which he or she requests to be excluded from the Settlement Class, as described in Section 6.2 of this Agreement.

1.36 “**Service Payment(s)**” means the amount of remuneration to be paid to the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 10.2 of this Agreement.

1.37 “**Settlement Administration Expenses**” means the expenses incurred by the Settlement Administrator in relation to this Settlement, including those arising from performing any duty or obligation created by this Settlement Agreement, providing Notice, effectuating the Notice Plan, processing claims, responding to inquiries from members of the Settlement Class, providing payment of Approved Claims, related services, and the costs of the escrow account.

1.38 “**Settlement Administrator**” means Epiq Class Action and Claims Solutions, Inc. (“Epiq”), subject to approval of the Court.

1.39 “**Settlement Claim(s)**” means a claim or request for settlement benefits, as evidenced by the Claim Form, as provided for in Section 2.2 of this Settlement Agreement.

1.40 “**Settlement Class**” means all Persons in the United States who, between March 30, 2016 and the Settlement Date, registered, used, opened, or downloaded the Zoom Meetings Application (“App”) except for (i) all Persons who have only registered, used, opened, or downloaded the Zoom Meetings App through an Enterprise-Level Account or a Zoom for Government Account, (ii) Zoom and its officers and directors; and (iii) the Judge or Magistrate Judge to whom the action is assigned and any member of those Judges' staffs or immediate family members.

1.41 “**Settlement Class Member**” means a Person who falls within the definition of the Settlement Class and who does not submit a timely and valid Request for Exclusion from the Settlement Class.

1.42 “**Settlement Date**” means the date this Settlement Agreement is executed, July 30, 2021.

1.43 “**Settlement Fund**” means the non-reversionary cash fund that shall be funded by Zoom in the total amount of eighty-five million dollars (\$85,000,000.00) (the “**Settlement Amount**”) plus all interest earned thereon after deposit into an escrow account.

1.44 “**Settlement Website**” means the Internet website, with the following URL address, [www.ZoomMeetingsClassAction.com](http://www.ZoomMeetingsClassAction.com), to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms, and provides access to relevant case documents including the forms of Notice, information about the submission of Claim Forms, and other relevant documents (such as the operative complaint filed in the action, the Settlement Agreement, the Preliminary Approval Order, any application for the Fee and Expense Award and Service Payment, any brief filed by the Parties in support of the Settlement, and the Final Approval Order) including downloadable Claim Forms.

1.45 “**Summary Notice**” means the legal notice summarizing the proposed Settlement terms, substantially in the form attached as Exhibit G.



1.46 “**Settlement Payment**” means any payment to be made to a Settlement Class Member on Approved Claims pursuant to Sections 2.2 to 2.5 of this Agreement.

1.47 “**Unknown Claims**” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement, or seek exclusion from the Class. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States that is similar, comparable, or equivalent to California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF 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.

The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims as to the Released Parties, notwithstanding any Unknown Claims they may have, as that term is defined in this paragraph.

1.48 “**Unregistered User(s)**” means any Settlement Class Member(s) who opened, used or downloaded a Zoom Meetings App and did not have a registered account to use the Zoom Meetings App.

1.49 “**User Claim(s)**” shall have the meaning as defined in Section 2.2(c).

1.50 “**Taxes**” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement (“**Tax Expenses**”), shall be paid out of the Settlement Fund; in all events the Released Parties and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Settlement Administrator, as instructed by Class Counsel, out of the Settlement Fund without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Settlement Class Members with Approved

Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

1.51 “**Zoom for Government Account**” means a Zoom for Government user account (see <https://www.zoomgov.com/>) as of the Settlement Date.

1.52 “**Zoom Meetings App**” or “**Zoom Meetings Application**” means Zoom’s software and web-based application known as “Zoom Meetings” or “Zoom Cloud Meetings” as well as third-party applications built using a Zoom SDK that provide users the ability to access Zoom videoconferencing meetings. For clarity, Zoom Meetings App does not include other Zoom products, such as Zoom Phone, Zoom Video Webinars, OnZoom, or Zoom Events.

## 2. MONETARY RELIEF

### 2.1 Settlement Fund / Escrow

- (a) *Deposit.* Defendant agrees to make a payment of Eighty-Five Million Dollars and No Cents (\$85,000,000.00) and deposit that payment into the Settlement Fund within twenty-one (21) calendar days after the Court enters the Preliminary Approval Order.
- (b) *Custody of Settlement Fund.* The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to Defendant in the event this Settlement Agreement is voided, terminated or cancelled.
  - (i) In the event this Settlement Agreement is voided, terminated or cancelled for any reason: (i) the Settlement Administrator, Class Representatives, Class Counsel, and Plaintiffs’ Counsel shall have no obligation to repay any of the Settlement Administration Expenses that have been paid or incurred in accordance with any term or condition of this Agreement or any costs or expenses incurred by Defendant in the furtherance of or related to this Agreement; (ii) any amounts remaining in the Settlement Fund, after payment of Administration Expenses paid or incurred in accordance with any term or condition of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned

to Defendant; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

- (c) Non-Reversionary. This Settlement is not a reversionary settlement. As of the Effective Date, all rights of the Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled or terminated, as described in Section 9 of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to the Defendant. Any residual funds remaining in the Net Settlement Fund, after any and all Settlement Administration Expenses, Taxes, Fee and Expense Award, Service Payments, and Settlement Payments, pursuant to the terms of this Agreement, have been paid (or set aside for such purposes), shall be distributed to the Non-Profit Residual Recipients in equal amounts.
- (d) Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Settlement Administration Expenses; (ii) any Taxes; (iii) any Service Payments; (iv) any Fee and Expense Award; and (v) Settlement Payments pursuant to the terms and conditions of Section 2 of this Agreement.
- (e) Financial Account. The Settlement Fund shall be an account established and administered by the Settlement Administrator at a financial institution approved by Class Counsel and Defendant, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*
- (f) Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. Counsel for the Parties may jointly authorize the periodic payment of actual reasonable Settlement Administration Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendant with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least three (3) business days prior to making such withdrawal or payment.
- (g) Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Settlement Class Members pursuant to this Agreement. The Settlement Administrator is responsible for communicating with Settlement Class Members regarding the distribution of the Settlement Fund and amounts paid under the Settlement.
- (h) Treasury Regulations & Fund Investment. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement

Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

(i) Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered a Settlement Administration Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

(j) Limitation of Liability.

(i) Other than as set forth herein, the Parties and their counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(ii) The Settlement Administrator shall indemnify and hold Defendant, Defense Counsel, Class Counsel, the Settlement Class, and Class Representatives harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the

administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

- (k) The Settlement Fund represents the total extent of Zoom's monetary obligations under this Agreement, and Zoom shall not have any other monetary obligation to any other counsel, including but not limited to Additional Plaintiffs' Counsel, related to or arising out of the Action. In no event shall Zoom's total monetary obligation with respect to this Agreement exceed or be less than Eighty-Five Million Dollars (\$85,000,000.00).

## 2.2 Settlement Claims

- (a) All Settlement Class Members shall be entitled to submit either a Paid Subscription Claim or a User Claim, by submitting a Claim Form (to seek payment from the Settlement Fund) prior to the Claim Deadline. Each Settlement Class Member is limited to one Settlement Claim. Settlement Class Members shall submit the Claim Form by mailing the Claim Form to the Settlement Administrator or submitting the Claim Form through the Settlement Website. Each Settlement Class Member with an Approved Claim shall be entitled to a Settlement Payment from the Settlement Fund pursuant to the terms and conditions of Section 2 of this Agreement or as otherwise approved by the Court.
- (b) Paid Subscription Claim
  - (i) All Settlement Class Members who paid Zoom for a Zoom Meetings App subscription between March 30, 2016 and the Settlement Date and had United States-based billing addresses will be eligible to file a Paid Subscription Claim for the greater of (a) 15% of the total amount of money they paid to Zoom for the core Zoom Meetings App subscription (i.e., not including optional add on features/support that customers may add to their subscriptions) between March 30, 2016 and the Settlement Date and (b) \$25 (such claims are referred to herein as "**Paid Subscription Claim(s)**").
- (c) User Claim
  - (i) All Settlement Class Members not eligible to submit a Paid Subscription Claim are entitled to submit a User Claim for \$15 (such claims are referred to herein as "**User Claim(s)**").

### 2.3 Settlement Claims Process

- (a) The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. Specifically, the Settlement Administrator will determine for each Settlement Claim received whether: (1) the Claimant is a Settlement Class Member; (2) the Settlement Claim has been submitted by the Claims Deadline; (3) the Claimant has provided all information required in or with the Claim Form; and (4) the Claimant appears to meet the criteria for the type of Settlement Claim submitted (i.e. User Claim or Paid Subscription Claim).
- (b) Upon receipt of an incomplete or otherwise invalid Settlement Claim, the Settlement Administrator shall notify the Claimant of the deficiency, and the Claimant shall have fourteen (14) calendar days to cure the deficiency and resubmit the Settlement Claim. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient Settlement Claim. If the Claimant fails to cure the deficiency, the Settlement Administrator shall reject the Settlement Claim. If the deficiency is not cured within fourteen (14) calendar days, then the Settlement Claim will be deemed invalid and there shall be no obligation to pay the Settlement Claim.
- (c) A Settlement Class Member may only submit one (1) Claim whether it be a Paid Subscription Claim or a User Claim. If the Settlement Class Member has submitted more than one valid Claim, then the Claim resulting in the highest distribution shall be approved and all others shall be denied.
- (d) In the event a Settlement Class Member submits a Paid Subscription Claim that is not valid, but on the basis of the information submitted that Settlement Class Member would have a valid User Claim (and has not already submitted a User Claim), the Paid Subscription Claim shall be converted into a User Claim and deemed an Approved Claim.

### 2.4 Adjustment of Settlement Payment Amounts

- (a) If the total amount of all Settlement Payments due on Approved Claims is less than the total amount of the Net Settlement Fund, the payments to each Claimant with an Approved Claim will be increased *pro rata* in the following order and as follows:
  - (i) *First*, each Paid Subscription Claim shall be increased *pro rata* up to a maximum of two times the approved amount of the claim.
  - (ii) *Second*, if the Net Settlement Fund would still not be exhausted, approved User Claims shall be increased *pro rata* until the Net Settlement Fund would be used in full.

- (b) If the total amount of all Settlement Payments due on Approved Claims is more than the total amount of the Net Settlement Fund, the payments to each Claimant with an Approved Claim will be reduced *pro rata* in the following order and as follows:
- (i) *First*, if the *pro rata* reduction of the Settlement Payments to all Claimants with Approved Claims would allow Settlement Payments to be made on all Approved Claims without any claim being less than \$1, all Settlement Payments shall be reduced *pro rata* until the total amount of Settlement Payments equals the Net Settlement Fund, and such claims shall be paid out at the resulting amounts.
  - (ii) *Second*, if the *pro rata* reduction described in Section 2.4(b)(i) is not possible, Settlement Claims submitted by Unregistered Users will be paid nothing.
  - (iii) *Third*, if the total amount of all Settlement Payments on the Approved Claims submitted by Paid Subscribers and Registered Users is less than the total amount of the Net Settlement Fund, then Section 2.4(a) shall apply to the Approved Claims submitted by Paid Subscribers and Registered Users, and such claims shall be paid out at the resulting amounts.
  - (iv) *Fourth*, if the *pro rata* reduction of the Settlement Payments to all Paid Subscribers and Registered Users with Approved Claims would allow Settlement Payments to be made on all Approved Claims submitted by Paid Subscribers and Registered Users without any claim being less than \$1, the Settlement Payments for Approved Claims of Paid Subscribers and Registered Users will be reduced *pro rata* until the total amount of such Settlement Payments equals the Net Settlement Fund, and such claims shall be paid out at the resulting amounts.
  - (v) *Fifth*, if the *pro rata* reduction described in Section 2.4(b)(iv) is not possible, Settlement Claims submitted by Registered Users will be paid nothing.
  - (vi) *Sixth*, if the total amount of all Settlement Payments on the Approved Claims submitted by Paid Subscribers is less than the total amount of the Net Settlement Fund, then Section 2.4(a) shall apply to the Approved Claims submitted by Paid Subscribers, and such claims shall be paid out at the resulting amounts.
  - (vii) *Seventh*, the Settlement Payments on the Approved Claims submitted by Paid Subscribers shall be reduced *pro rata* until the total amount of such Settlement Payments equals the Net Settlement Fund, and such claims shall be paid out at the resulting amounts.

- (c) All such adjustments required by this Section 2.4 shall be performed by the Settlement Administrator.

## 2.5 **Payment of Settlement Claims**

- (a) Settlement Class Members shall have the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement *via* digital methods (i.e. PayPal, Venmo, digital payment card, *etc.*). In the event Claimants do not exercise this option, they will receive their given Settlement Payment *via* a physical check sent by U.S. Mail.
- (b) Within forty-five (45) calendar days after the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send Settlement Payments from the Net Settlement Fund by physical check or digital payment (as described above), as elected by each Claimant with an Approved Claim.
- (c) Each payment issued to a Claimant via a physical check will state on the face of the check that it will become null and void unless cashed within ninety (90) calendar days after the date of issuance.
- (d) In the event that an electronic deposit or digital payment to a Claimant is unable to be processed, the Settlement Administrator shall attempt to contact the Claimant within thirty (30) calendar days to correct the problem.
- (e) To the extent that a check issued to a Claimant is not cashed within ninety (90) calendar days after the date of issuance or an electronic deposit is unable to be processed within ninety (90) calendar days of the first attempt, such funds shall remain in the Settlement Fund and shall be apportioned *pro rata* to Claimants with Approved Claims in a second distribution, if economically feasible (such distribution shall be *pro rata* per Claimant without regard to the type of Settlement Claim submitted). To the extent that any second distribution is not economically feasible, or second-distribution funds remain in the Settlement Fund after an additional ninety (90) calendar days, such funds shall be paid to the Non-Profit Residual Recipients in equal amounts.

## 3. **INJUNCTIVE RELIEF**

3.1 Without admitting any liability or that it is required by law to do so, Zoom agrees to the following injunctive relief:

### **Meeting Disruptions**

- (a) Zoom will create and maintain a dedicated portion of its website as a repository for resources to prevent and respond to meeting disruptions. This repository will provide information regarding “best practices” to protect public meetings from meeting disruptions and include user education blog posts, videos, K-12 educator resources, and other disclosures, including webpages warning of changing default security settings. Zoom shall also provide a banner-type



notification on its website to direct users to the repository as a source of information for user options, including the location and function of the suspend feature, to address meeting disruptions.

- (i) The head of Zoom's Trust & Safety Team, or an employee with a substantially equivalent position, will be responsible for oversight of the repository.
- (b) Zoom will develop and maintain the following or substantially equivalent or better functionality:
- (i) Allow hosts to enable waiting rooms for attendees.
  - (ii) Allow hosts to require host presence before meeting starts.
  - (iii) Allow hosts to expel a participant or all participants.
  - (iv) Allow host to suspend participant activities.
  - (v) Allow host to lock a meeting.
  - (vi) Allow host to enable/disable participants' ability to record.
  - (vii) Allow host to temporarily pause screen-sharing when a new window is opened.
  - (viii) Allow host to use a passcode to protect a meeting.
  - (ix) Allow hosts to restrict meeting participants to logged-in users through enhanced authentication options.
  - (x) Allow hosts to block users from joining from specific countries or to allow only joins from specific countries.
  - (xi) Default user setting to use randomly generated meeting IDs.
  - (xii) For K-12 and Free, enable waiting room as default setting.
  - (xiii) For K-12, enhanced configuration/controls, including screen sharing only by host by default, tools for hosts to prevent renaming by participants.
  - (xiv) For Free and Pro, enable as default "Report a User" for hosts and participants.
- (c) Zoom will develop and maintain a user-support ticket system for internal tracking of, and communication with users about, reports of meeting disruption(s), overseen by the head of Zoom's Trust & Safety Team, or an employee with a substantially equivalent position, which can be cross-

referenced to reports to law enforcement where applicable, and which will record the following (or substantially equivalent or better) information to the extent provided by host and/or reasonably known:

- (i) Date of the meeting disruption.
  - (ii) Description of the facts and circumstances related to the meeting disruption.
  - (iii) The number of meeting participants at the time the meeting disruption occurred.
  - (iv) The host's Zoom subscription type (i.e. basic, Pro single user, pro licensee, or business).
  - (v) Identifying information on the disruptor(s) (i.e. IP address, email address, device information, data server region etc.).
  - (vi) Prior disruptions associated with the meeting disruptor, if known.
  - (vii) The actions Zoom took in response to the ticket.
- (d) Zoom will develop and maintain a documented process for communicating with law enforcement about reported meeting disruptions involving illegal content, including dedicated personnel to report serial meeting disruptors to law enforcement.

### **Third-Party Integrations**

- (e) Zoom will not reintegrate the Facebook Login SDK for iOS into the Zoom-developed app known as “Zoom Meetings or “Zoom Cloud Meetings” (referred to in this Section 3 as “Zoom Meetings”).
- (f) Zoom will request that Facebook delete any U.S. user data obtained from the integration of the Facebook Login SDK for iOS with Zoom Meetings within 30 days of the date that the settlement is final and unappealable, and will request that Facebook provide written verification that it has done so.
- (g) Zoom will not activate the Google Analytics for Firebase SDK (i.e., “firebase-analytics”) in Zoom Meetings.
- (h) Zoom will develop and maintain documented protocols and procedures for vetting the addition of third-party non-open source SDKs to be included in and utilized by Zoom Meetings, including the review of the third party's disclosures regarding the SDK's collection, storage, and/or sharing of user information.
- (i) Zoom will develop and maintain documented protocols and procedures for admitting Marketplace Apps, including the App developer's disclosure of its privacy policy and how it will use the Zoom APIs to help ensure the App only

has access to the APIs necessary for the App's functioning. New Apps added to the Marketplace will be subject to these protocols and procedures, as will existing Marketplace Apps when the App developers request access to new Zoom APIs.

- (j) Zoom will develop and maintain a privacy and data handling training program provided to employees, including engineers and product managers, with job duties related to SDKs and Marketplace Apps.
- (k) Zoom will require LinkedIn Sales Navigator to be approved through the currently existing Zoom Marketplace App vetting process before any re-launch.
- (l) Zoom will include a provision in its Marketplace Developer Agreement to make a violation of Zoom's Privacy Statement or other conduct that reasonably appears to violate a developer's legal obligations with respect to privacy concerns a basis for termination.

#### **Disclosures**

- (m) Zoom will include within its Privacy Statement a notification to users about: the collection, access, use, and sharing of user data by Zoom Meetings; the ability of Zoom's users to share user data with third parties via integration of third party software or otherwise, to record meetings, and/or to transcribe meetings; the limited circumstances under which Zoom employees can access, record, store, or utilize meeting content (such as when directed by a user or required by law); and Zoom's use of face and/or voice recognition if Zoom begins utilizing such technology (which it does not today).
- (n) Zoom will provide in-meeting notifications (or substantially equivalent or better disclosure) to make it easier for users to understand who can see, save, and share their information and content, for example, related to in-meeting chat messages and recorded meetings, and when a meeting host or another participant uses an app during a meeting as explained in <https://blog.zoom.us/zoom-rolls-out-in-product-privacy-notifications/>.
- (o) Zoom will update its Marketplace Apps installation webpages regarding the categories of user data accessible by such apps and maintain such information (or its substantial equivalent or better) on those webpages. Zoom will make the nature of permissions accessed by Marketplace Apps easier to understand by clarifying the types of information that are shared with third parties in association with each permission.
- (p) Zoom will create and maintain a dedicated portion of its website with centralized information and links for parents whose children are using school-provisioned K-12 accounts.

3.2 The injunctive relief set forth in Section 3.1(a), (b), (c), (d), (h), (i), (j), (l), (m), (n), (o), and (p) shall remain in place for a period of three (3) years following the date the Court issues the Final Approval Order.

3.3 The injunctive relief set forth in Section 3.1(e), (g), and (k) shall remain in place for a period of one (1) year following the date the Court issues the Final Approval Order.

3.4 Nothing described in Section 3.1 will inhibit, prevent, or limit Zoom from making product changes, changes to its Terms of Service or Privacy Statement, changes to product names or other terminology, or other changes, from time to time, as it deems appropriate in the conduct of its business, provided that such changes are consistent with the relief described above, or to comply with the law.

3.5 The Parties agree, and hereby stipulate, that Plaintiffs and Class Counsel were a substantial and motivating factor for injunctive relief that Zoom agrees to undertake in this Section 3.1.

#### **4. SETTLEMENT ADMINISTRATION**

4.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by providing Notice and processing Settlement Claims in a reasonable, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require, including those set forth in the Preliminary Approval Order. Without limiting the foregoing, the Settlement Administrator shall:

- (a) Receive requests to be excluded from the Class and promptly provide Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms after the deadline for the submission of such forms, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- (b) Obtain the contact information for known Settlement Class Members from Defendant;
- (c) Effectuate the Notice Plan in accordance with the procedures set forth in this Agreement;
- (d) Establish and maintain a post office box for mailed Claim Forms and Requests for Exclusions;
- (e) Establish and maintain the Settlement Website that, among other things, allows Class Members to submit Settlement Claims electronically;
- (f) Establish and maintain a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and respond to such inquiries;
- (g) Respond to any mailed or emailed Settlement Class Member inquiries;

- (h) Process all Requests for Exclusion from the Settlement Class;
- (i) In advance of the Final Approval Hearing, prepare affidavits to submit to the Court that: (i) attest to implementation of the Notice Plan in accordance with the Preliminary Approval Order; and (ii) identify each Settlement Class Member who timely and properly provided a Request for Exclusion;
- (j) Review, determine the validity of, and process all Claim Forms submitted by Settlement Class Members, pursuant to criteria set forth in this Agreement;
- (k) Distribute the Settlement Fund in accordance with the terms and conditions of this Agreement;
- (l) Provide weekly reports and a final report to the Parties that summarize the number of Settlement Claims since the prior reporting period, the total number of Claims received to date, the number of any Settlement Claims approved and denied since the prior reporting period, the total number of Settlement Claims approved and denied to date, and other pertinent information as requested by Class Counsel and Defendant's counsel;
- (m) Maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement;
- (n) Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- (o) Cooperate with any audit by Class Counsel or Defendant's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement; and
- (p) Perform any function related to Settlement administration at the agreed-upon instruction of both Class Counsel and Defendant's counsel, including, but not limited to, verifying that cash payments have been distributed in accordance with the terms and conditions of this Agreement.

4.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen Settlement Claims for abuse or fraud and deny Settlement Claims where there is evidence of abuse or fraud. The Settlement Administrator shall use reasonable fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Settlement Class Members, and (ii) submission of more than one Claim Form per person. In the event a Claim Form is submitted without a unique class member identifier the Settlement Administrator shall employ reasonable effort to ensure that the Claim is valid.

4.3 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Claimant.

4.4 Zoom shall provide to the Settlement Administrator reasonably available information needed for the Settlement Administrator to calculate Settlement Claim amounts and payments to be made to Claimants and to make a determination on whether Claimants or objectors are Settlement Class Members.

4.5 Because information about Settlement Class Members will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement benefits and processing Requests for Exclusion, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendant, Defense Counsel, and Class Counsel and will ensure that any information provided to it by Settlement Class Members, Class Counsel, Plaintiffs' Counsel, Defense Counsel, or Defendant will be secure and used solely for the purpose of effecting this Settlement.

4.6 All costs incurred by the Settlement Administrator shall be borne by and paid by the Settlement Fund.

## 5. NOTICE PROGRAM

5.1 **Notice.** Subject to the Court entering the Preliminary Approval Order, the Parties agree that the Settlement Class shall be provided with notice of the proposed Settlement by the following methods.

- (a) Settlement Class Contact Information. Within five (5) business days after the date of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator the last known e-mail addresses and billing addresses for all Persons that Zoom's records reasonably indicate are likely to be Settlement Class Members, which information shall be based on records reasonably available to Zoom (the "**Available Settlement Class Contact Information**").
  - (i) Summary Notice by Electronic Mail and Mail. Starting no later than thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall begin disseminating the Summary Notice to members of the Settlement Class (who have been identified pursuant to Section 5.1(a)) as follows:
    - (1) The Settlement Administrator shall email the Summary Notice to each Person for whom the Available Settlement Class Contact Information contains an email address;
    - (2) The Settlement Administrator shall send the Summary Notice (in Post Card form) by U.S. mail, postage prepaid to each Person for whom the Available Settlement Class Contact Information does not contain an email address but does contain a physical mailing address;

- (3) If any Summary Notice that has been emailed is returned as undeliverable, the Settlement Administrator shall attempt two other email executions and, if unsuccessful, the Settlement Administrator will send the Summary Notice (in Post Card form) by U.S. mail, postage prepaid, to the extent a current physical mailing address is available;
  - (4) For any Summary Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail or—if no forwarding address is provided on the returned mail—to the forwarding address, if any, in the United States Postal Service’s National Change of Address Database;
  - (5) The Settlement Administrator shall complete dissemination of the Summary Notice by email and mail as set forth in this Section 5.1 by the Notice Date;
  - (6) Neither the Parties nor the Settlement Administrator shall have any other obligation to re-email or re-mail individual notices that have been sent as provided in this Section 5.1.
- (b) *Settlement Website.* Prior to the dissemination of any Notice, the Settlement Administrator will complete the set up the Settlement Website and post the Long Form Notice and Claim Form thereon. The Settlement Website will also allow for electronic submission, through the website, of the Claim Form (in addition to Claim Forms being mailed to the Settlement Administrator). The website will be active until at least ninety (90) calendar days after the Effective Date. However, the Settlement Administrator may disable online submission of the Claim Form the day after the Claims Deadline. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.
- (c) *Publication Notice.* The Settlement Administrator will also provide the Summary Notice in print publications and in a digital media campaign as set forth in the Declaration of Cameron R. Azari of Epiq, attached as Exhibit F, prior to the Notice Date. The Parties shall have the right to approve the content, layout, and target audience for all digital media campaign postings and advertisements, with approval not be withheld without good cause. Any disputes will be resolved with the Hon. Jay Gandhi (Ret.) of JAMS.

**5.2 Long Form Notice.** The Long Form Notice shall be in a form substantially similar to the document attached as Exhibit C hereto. The Long Form Notice shall (i) contain a description of the nature of the Action and the proposed Settlement, including information on the definition of the Settlement Class, the identity of members of the Settlement Class, how the proposed Settlement would

provide relief to Settlement Class Members, and other relevant information; (ii) contain a description of what claims are released under the proposed Settlement; (iii) advise the Settlement Class of the *Arriaza* and *Greenbaum* actions and that those members of the Settlement Class who do not file valid and timely exclusion requests will be releasing their claims under those actions; (iv) inform members of the Settlement Class of their right to opt out of the proposed Settlement and provide the deadlines and procedures for exercising this right; (v) inform Settlement Class Members of their right to object to the proposed Settlement, Fee and Expense Award, and/or Service Payments and to appear at the Final Approval Hearing, and provide the deadlines and procedures for exercising these rights; (vi) inform the Settlement Class that fees and expenses related to the Settlement Administrator will be deducted from the Settlement Fund, and set forth the maximum Fee and Expense Award and Service Payments to be sought; and (vii) inform and provide instruction to the Settlement Class about the process for making a Claim.

**5.3 Inquiries from the Settlement Class.** The Settlement Administrator will establish an email account and P.O. Box to which Settlement Class Members may submit questions regarding the Settlement. The Settlement Administrator will monitor the email account and P.O. Box and respond promptly to inquiries received from Class Members. The Settlement Administrator will also establish and maintain a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries and to answer the questions of Settlement Class Members who call with or otherwise communicate such inquiries.

**5.4** All costs associated with providing all forms of notice, responding to inquiries from Settlement Class Members referenced in this Section 5, and performing all other of the Settlement Administrator's duties under this Agreement shall be paid out of the Settlement Fund.

**5.5** The Notices and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with Class Counsel and Defendant's Counsel, as may be reasonable and necessary and not inconsistent with such approval.

**5.6** Prior to the Final Approval Hearing, Class Counsel and Defendant's Counsel shall cause to be filed with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to complying with the Court-approved Notice program set forth in this Section 5.

**5.7** Defendant will serve the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, no later than ten days after this Settlement Agreement is filed with the Court.

## **6. OBJECTIONS AND EXCLUSIONS (OPT-OUTS)**

**6.1 Objections.** Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to Class Counsel's requested Fee and Expense Award or any requested Service Payments for the Class Representatives must follow the following procedure:

- (a) Objections must be in writing and must be signed by the objector.
- (b) Objections must (a) clearly identify the case name and number (i.e., "*In re: Zoom Video Communications, Inc. Privacy Litigation*, Case No. 5:20-cv-02155-LHK), (b) be submitted only to the Court either by mailing them to the Class Action



Clerk, United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before Objection and Exclusion Deadline.

- (c) Objections must contain (1) the objector's name, address, and email address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (4) all grounds for the objection, including all citations of legal authority and evidence supporting the objection; (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, who must enter an appearance with the Court in accordance with the Local Rules; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel).

**6.2 Exclusions (Opt-Outs).** A Settlement Class Member may request to be excluded from the Settlement Class by following the following procedures:

- (a) Requests for Exclusion must be in writing and signed with a physical signature by the requestor.
- (b) Requests for Exclusion may be delivered to the Settlement Administrator by postal mail. Requests may also be emailed to the Settlement Administrator as attachments to the email (a request for exclusion in the body of the email shall not be considered valid due to the lack of physical signature).
- (c) Requests for Exclusion must be postmarked by or emailed by the Objection and Exclusion Deadline.
- (d) Requests for Exclusion must include (1) the requestor's name, address and email address; (2) the requestor's physical signature; (3) the name and number of this Action (i.e., "*In re: Zoom Video Communications, Inc. Privacy Litigation*, Case No. 5:20-cv-02155-LHK); and (4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. Each Request for Exclusion can only request exclusion for that one individual.
- (e) A Request for Exclusion that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not emailed or postmarked within the time specified, shall be invalid, and the Person(s) serving such a request remain a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders, the Final Approval Order, or the Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain

any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement.

- (f) The Request for Exclusion must be physically signed by the Person requesting exclusion.

6.3 The Settlement Administrator shall serve on Zoom's Counsel and Class Counsel a list of all Persons in the Settlement Class who have timely and validly excluded themselves from the Settlement Class no later than ten (10) calendar days after the Objection and Exclusion Deadline.

## 7. PRELIMINARY APPROVAL AND FINAL APPROVAL

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for preliminary approval of the settlement set forth in this Agreement by entry of a Preliminary Approval Order substantially in the form of Exhibit D, which order shall, *inter alia*,

- (a) Preliminarily approve the Settlement Agreement;
- (b) Appoint Tina Wolfson of Ahdoot & Wolfson, PC and Mark C. Molumph of Cotchett, Pitre, & McCarthy LLP as Class Counsel;
- (c) Appoint Plaintiffs as Settlement Class representatives;
- (d) Approve the Notice Program, including the Notice Plan and forms of Notice;
- (e) Approve the Claim Form;
- (f) Approve the Claim Deadline and Objection and Exclusion Deadline;
- (g) Appoint a Settlement Administrator; and
- (h) Set a Final Approval Hearing date.

7.2 The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Final Approval Order and do not limit or impair the rights of the Settlement Class.

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Approval Order, which will (among other things):

- (a) Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;
- (b) Approve the Settlement Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class

Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and the Releasing Parties with respect to the Released Claims;

- (c) Find that the Notice implemented pursuant to the Agreement (i) constituted the best practicable notice under the circumstances; (ii) constituted notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the Related Actions, and the *Arriaza* and *Greenbaum* actions, their right to object to the Settlement or exclude themselves from the Settlement Class, and to appear at the Final Approval Hearing; (iii) constituted notice that failure to exclude themselves from the Settlement Class will result in a release of any of their claims under the Action, the Related Actions, and the *Arriaza* and *Greenbaum* actions; (iv) was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to receive notice; and (v) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;
- (d) Find that the Class Representatives and Class Counsel adequately represented the Class for purposes of entering into and implementing the Settlement Agreement;
- (e) Dismiss the Action on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;
- (f) Incorporate the releases set forth in this Agreement, make such releases effective as of the Effective Date, and forever discharge the Released Parties from the Released Claims as set forth herein;
- (g) Permanently bar and enjoin all Settlement Class Members who have not properly sought exclusion from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;
- (h) Without affecting the finality of the Final Approval Order or the Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and
- (i) Incorporate any other provisions, as the Court deems necessary and just.

7.4 The Parties shall request that the Court schedule the Final Approval Hearing for a date that is in compliance with the provisions of 28 U.S.C. §1715(d).

7.5 The Parties shall, in good faith, cooperate, assist and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

## 8. RELEASES

8.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

8.2 **Settlement Class Release.** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

## 9. TERMINATION OF THE SETTLEMENT AGREEMENT

9.1 **Right to Termination.** Subject to this Section 9, Defendant or Plaintiffs, on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“**Termination Notice**”) to all other Parties hereto within twenty-one (21) calendar days after any of the following events have occurred: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect or a ruling conditionally approving this Agreement subject to proposed changes to, or additions of, material terms (including, but not limited to, changes or additions to the Prospective Relief set forth in Section 3, the notice provisions of Section 5, and the definition of “Released Claims”); (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Approval Order or the Judgment in this Action in any material respect; or (iv) the date upon which the Final Approval Order or the Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

9.2 **Action Status if Settlement Not Approved or Otherwise Terminated.** This Settlement Agreement is being entered into for settlement purposes only. If the Court conditions its approval of either the Preliminary Approval Order, the Final Approval Order, or Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties, or if the Court does not approve the Settlement or enter the Final Approval Order or Judgment, or if this Settlement Agreement is terminated under Section 9.1 above, or if the Effective Date cannot occur for any reason, then this Settlement Agreement will be deemed null and void *ab initio* (except for Sections 2.1(b)(i), 2.1(e), 2.1(f), 2.1(h), 2.1(i), 2.1(j), and 9 of this Agreement). In that event: (a) to the extent applicable, the Preliminary Approval Order, the Final Approval Order, and the Judgment, and all of its or their provisions will be vacated by its or their own terms, including, but not limited to, vacating any and all rulings regarding class certification for settlement purposes, including conditional certification of the Settlement Class, conditional appointment of Plaintiffs as Class Representatives, and conditional appointment of Plaintiffs’ Counsel as Class Counsel; (b) the Settlement Agreement will be deemed null and void *ab initio* (except for Sections 2.1(b)(i), 2.1(e), 2.1(f), 2.1(h), 2.1(i), 2.1(j), and 9 of this Agreement), and the Action will revert to the status that existed before the Settlement Agreement’s execution date; and (c)(i) no term or draft of this Settlement Agreement, (ii) nor any part of the Parties’ settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), (iii) nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if

applicable, the Final Approval Order, and the Judgment), will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Approval Order and the Judgment for any reason, or if the Effective Date cannot occur for any reason, Zoom shall retain all its rights, for example, to object to the maintenance of the Action as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action, or for any other purpose.

**9.3 Treatment of Settlement Fund if Settlement Terminated.** Unless otherwise ordered by the Court, in the event the Settlement Agreement is terminated for any reason, then within ten (10) business days after the Parties have provided the Court with notice that they are invoking this Section 9, the Settlement Administrator shall return the Settlement Fund (including accrued interest), less Settlement Administration Expenses, expenses and any costs which have either been disbursed or incurred, including Taxes and Tax Expenses, to Defendant pursuant to written instructions from Defendant's Counsel. At the request of Defendant's Counsel, the Settlement Administrator or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, to Zoom.

**9.4** Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, Plaintiffs' Counsel, and Class Counsel shall not in any way be responsible or liable for any of the Settlement Administration Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement.

## **10. SERVICE PAYMENTS AND ATTORNEYS' FEES AND EXPENSES**

**10.1 Fee and Expense Award.** Class Counsel may petition the Court for payment of Class Counsel's reasonable attorneys' fees and expenses incurred in the Action. The amount of the Fee and Expense Award shall be determined by the Court based on petition from Class Counsel. Class Counsel shall file any such motion for a Fee and Expense Award, along with any papers supporting the motion, with the Court on or before thirty-five (35) calendar days before the Objection and Exclusion Deadline, or as otherwise ordered by the Court. Class Counsel's motion for a Fee and Expense Award shall be available on the Settlement Website. Additionally, the maximum amount of attorneys' fees, costs, and expenses sought by Class Counsel shall be disclosed in the Long Form Notice.

- (a) Payment of the Fee and Expense Award shall be made from the Settlement Fund within three (3) business days after the Effective Date via wire transfer to an account or accounts designated by Class Counsel after providing necessary information for electronic transfer.
- (b) Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee and Expense Award amongst Plaintiffs' Counsel and any other attorneys. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

**10.2 Service Payments.** The Class Representatives may petition the Court for Service Payments of up to Five Thousand Dollars (\$5,000) per Class Representative to be paid from the Settlement Fund, with the amount to be paid to the Class Representatives being set by the Court. The Class Representatives shall file any motion for Service Payments along with any papers supporting the motion, with the Court on or before thirty-five (35) calendar days prior to the Objection and Exclusion Deadline. The Class Representatives' motion for Service Payments shall be available on the Settlement Website once the Settlement Website becomes active, and the amount of Service Payments sought shall be disclosed in the Long Form Notice.

**10.3 Fee and Expense Award and Service Payments Not a Condition of Settlement.** It is not a condition of this Settlement Agreement that any particular amount of attorneys' fees, costs, or expenses or Service Payments be approved by the Court, or that such fees, costs, expenses, or awards be approved at all. Any order or proceeding relating to the amount of any award of attorneys' fees, costs, or expenses or Service Payments, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify, terminate, or cancel this Settlement Agreement, or affect or delay the finality of the Final Approval Order and the Judgment.

## **11. ADDITIONAL PROVISIONS**

### **11.1 Representation and Warranties.**

- (a) Each signatory to this Agreement represents and warrants (i) that he, she, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

**11.2 Zoom's Denial of Wrongdoing.** Zoom denies that it committed, or attempted to commit, any violations of law with respect to its users or otherwise. Zoom also denies that Plaintiffs and the Settlement Class have suffered any injury or damages as a result of conduct alleged in the Action. Zoom maintains that it has meritorious defenses to all the claims alleged in the Action. Nonetheless, Zoom believes that further litigation could be protracted, burdensome, expensive, and distracting. Zoom has also determined that further litigation would divert resources and attention from other activities important to its business interests. Thus, Zoom has concluded that it is desirable and beneficial to settle the Action on the terms and conditions set forth in this Settlement.

**11.3 No Tax Liability.** Under no circumstances will Zoom or Zoom's Counsel have any liability for Taxes or Tax Expenses under the Settlement Agreement. Plaintiffs, Plaintiffs' Counsel, Settlement Class Members, and the recipients of *cy pres* funds are responsible for any Taxes on their respective recoveries or awards. Nothing in this Settlement Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by Zoom or Zoom's Counsel.

**11.4 Change of Time Periods.** All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class. The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any provisions of this Agreement.

**11.5 Real Parties in Interest.** In executing this Settlement Agreement, the Parties warrant and represent that they, including Plaintiffs in their representative capacity on behalf of the Settlement Class, are the only Persons having any interest in the claims asserted in this Action. Neither these claims, nor any part of these claims, have been assigned, granted, or transferred in any way to any other Person.

**11.6 Voluntary Agreement.** The Parties executed this Settlement Agreement voluntarily and without duress or undue influence.

**11.7 Binding on Successors.** This Settlement Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.

**11.8 Parties Represented by Counsel.** The Parties acknowledge that: (a) they have been represented by independent counsel of their own choosing during the negotiation of this Settlement and the preparation of this Settlement Agreement; (b) they have read this Settlement Agreement and are fully aware of its contents; and (c) their respective counsel fully explained to them the Settlement Agreement and its legal effect.

**11.9 Authorization.** Each Party warrants and represents that there are no liens or claims of lien or assignments, in law or equity, against any of the claims or causes of action released by this Settlement Agreement.

**11.10 Entire Agreement.** This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement and any such prior promises, representations, or warranties relating to this Action are null and void.

**11.11 Construction and Interpretation.** Neither Party nor any of the Parties' respective attorneys will be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision in this Settlement Agreement in any judicial or other proceeding that may arise between them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

**11.12 Headings and Formatting of Definitions.** The various headings used in this Settlement Agreement are solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

11.13 **Exhibits.** The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and the Settlement and are incorporated into this Settlement Agreement as though fully set forth in the Settlement Agreement.

11.14 **Modifications and Amendments.** No amendment, change, or modification to this Settlement Agreement will be valid unless in writing signed by the Parties or their counsel.

11.15 **Governing Law.** This Settlement Agreement is governed by California law and must be interpreted under California law without regard to conflict-of-laws principles.

11.16 **Further Assurances.** The Parties must execute and deliver any additional papers, documents, and other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out this Settlement Agreement's expressed intent.

11.17 **Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

11.18 **Execution Date.** The execution date shall be the last date when all signatories have signed the Agreement.

11.19 **Counterparts.** This Settlement Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitute one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, facsimiles, and PDFs of executed copies of this Settlement Agreement may be treated as originals.

11.20 **Recitals.** The Recitals are incorporated by this reference and are part of the Settlement Agreement.

11.21 **Severability.** If any provision of this Settlement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement will continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt to renegotiate the Settlement or, if that proves unavailing, either Party may terminate the Settlement Agreement, and such termination shall be deemed to cause no prejudice to any Party.

11.22 **Inadmissibility.** This Settlement Agreement and any evidence of proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any Court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, nor the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order and the Judgment.



11.23 **No Waiver of Attorney-Client Privilege.** Nothing in this Agreement, the negotiations, and the mediation relating thereto is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including without limitation the attorney-client privilege or work product immunity, by any Party.

11.24 **No Conflict Intended.** Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

11.25 **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

11.26 **Dollar Amounts.** All dollar amounts are in United States dollars, unless otherwise expressly stated.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

**INTERIM CLASS COUNSEL, ON BEHALF OF THE SETTLEMENT CLASS:**

Dated: July 30, 2021

**AHDOOT & WOLFSON, PC**

By:  \_\_\_\_\_  
Tina Wolfson

Dated: July 30, 2021

**COTCHETT, PITRE & MCCARTHY LLP**

By: \_\_\_\_\_  
Mark C. Molumphy

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**INTERIM CLASS COUNSEL, ON BEHALF OF THE SETTLEMENT CLASS:**

Dated: July 30, 2021

**AHDOOT & WOLFSON, PC**

By: \_\_\_\_\_  
Tina Wolfson

Dated: July 30, 2021

**COTCHETT, PITRE & MCCARTHY LLP**

By: \_\_\_\_\_  
Mark C. Molumphy



**COUNSEL FOR ZOOM VIDEO COMMUNICATIONS, INC.:**

Dated: July 30, 2021

**COOLEY LLP**  
Michael G. Rhodes  
Travis Leblanc  
Kathleen R. Hartnett  
Benjamin H. Kleine

By:   
\_\_\_\_\_  
Michael G. Rhodes