

LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
Michael W. Sobol, SBN 194857  
msobol@lchb.com  
David T. Rudolph, SBN 233457  
drudolph@lchb.com  
Melissa Gardner, SBN 289096  
mgardner@lchb.com  
275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339  
Telephone: 415.956.1000  
Facsimile: 415.956.1008

CARNEY BATES & PULLIAM, PLLC  
Hank Bates, SBN 167688  
hbates@cbplaw.com  
Allen Carney  
acarney@cbplaw.com  
David Slade  
dslade@cbplaw.com  
519 W. 7<sup>th</sup> Street  
Little Rock, AR 72201  
Telephone: 501.312.8500  
Facsimile: 501.312.8505

*Attorneys for Plaintiffs and the Class*

GIBSON, DUNN & CRUTCHER LLP  
JOSHUA A. JESSEN, SBN 222831  
JJessen@gibsondunn.com  
JEANA BISNAR MAUTE, SBN 290573  
JBisnarMaute@gibsondunn.com  
ASHLEY M. ROGERS, SBN 286252  
ARogers@gibsondunn.com  
1881 Page Mill Road  
Palo Alto, CA 94304  
Telephone: (650) 849-5300  
Facsimile: (650) 849-5333

GIBSON, DUNN & CRUTCHER LLP  
CHRISTOPHER CHORBA, SBN 216692  
CChorba@gibsondunn.com  
333 South Grand Avenue  
Los Angeles, CA 90071  
Telephone: (213) 229-7000  
Facsimile: (213) 229-7520

*Attorneys for Defendant Facebook, Inc.*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

MATTHEW CAMPBELL and MICHAEL  
HURLEY, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Case No. C 13-05996 PJH-SK

**CLASS ACTION SETTLEMENT  
AGREEMENT AND RELEASE**

Judge Phyllis J. Hamilton

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**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release, including Exhibits A-B hereto (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiffs Matthew Campbell and Michael Hurley (together, “Class Representatives”), on behalf of themselves and the Settlement Class as defined below, and Defendant Facebook, Inc. (“Defendant” or “Facebook”). Class Representatives, the Settlement Class, and Facebook (collectively, the “Parties”) enter into this Agreement to effect a full and final settlement and dismissal of *Campbell, et al. v. Facebook, Inc.*, Case No. 13-cv-05996 PJH-SK (N.D. Cal.) (the “Action”).

**I. RECITALS**

1. WHEREAS, on December 30, 2013, Class Representatives Matthew Campbell and Michael Hurley filed a class action complaint in the United States District Court for the Northern District of California asserting claims under the Electronic Communications Privacy Act (“ECPA”; 18 U.S.C. § 2510, *et seq.*); the California Invasion of Privacy Act (“CIPA”; Cal. Penal Code § 630, *et seq.*); and California’s Unfair Competition Law (“UCL”; California Business and Professions Code § 17200, *et seq.*), alleging, *inter alia*, that Facebook “read[] its users’ personal, private Facebook messages without their consent” for “purposes including but not limited to data mining and user profiling,” “generating ‘Likes’ for web pages,” and “targeted advertising,” on behalf of themselves and a proposed class of “[a]ll natural person Facebook users located within the United States who have sent or received private messages where such message included URLs in the content, from within two years before the filing of this action up through and including the date of the judgment in this case” (*see* Dkt. 1);

2. WHEREAS, on January 21, 2014, plaintiff David Shadpour filed another complaint in the United States District Court for the Northern District of California alleging similar facts and asserting similar classwide claims under CIPA and the UCL against Facebook (*see Shadpour v. Facebook, Inc.*, Case No. 5:14-cv-00307-PSG (N.D. Cal.), Dkt. 1);

3. WHEREAS, on April 15, 2014, the Court granted Plaintiffs’ Motion to Consolidate the Related Actions (*see* Dkt. 24), thereby consolidating the *Campbell* and *Shadpour* actions, and on April 25, 2014, the plaintiffs filed a Consolidated Amended Complaint asserting ECPA, CIPA, and

1 UCL claims on behalf of themselves and a proposed class of “[a]ll natural-person Facebook users  
2 located within the United States who have sent or received private messages that included URLs in  
3 their content, from within two years before the filing of this action up through and including the date  
4 when Facebook ceased its practice” (*see* Dkt. 25);

5 4. WHEREAS, on December 23, 2014, the Court issued an order granting in part and  
6 denying in part Facebook’s motion to dismiss the Consolidated Amended Complaint, dismissing the  
7 claims under CIPA § 632 and the UCL, but denying the motion to dismiss claims under ECPA and  
8 CIPA § 631 (*see* Dkt. 43);

9 5. WHEREAS, the Parties engaged in almost two years of extensive discovery, including  
10 the production of tens of thousands of pages of documents and other electronic discovery, fact and  
11 expert depositions of 18 witnesses (spanning 19 days of testimony), informal conferences and  
12 discussions, substantial discovery motion practice, and the exchange of hundreds of pages of written  
13 discovery requests and responses;

14 6. WHEREAS, on October 2, 2015 David Shadpour voluntarily dismissed his lawsuit  
15 and claims pursuant to Federal Rule of Civil Procedure 41(a), which action was unopposed by  
16 Facebook (Dkt. 123);

17 7. WHEREAS, on May 18, 2016, the Court issued an order granting in part and denying  
18 in part Plaintiffs’ Motion for Class Certification, denying certification as to the proposed damages  
19 class under Federal Rule of Civil Procedure 23(b)(3), but granting certification of the following  
20 injunctive-relief class under Federal Rule of Civil Procedure 23(b)(2):

21 All natural-person Facebook users located within the United States who have  
22 sent, or received from a Facebook user, private messages that included URLs  
23 in their content (and from which Facebook generated a URL attachment), from  
24 within two years before the filing of this action up through the date of the  
25 certification of the class.

26 and additionally appointing Lief Cabraser Heimann & Bernstein, LLP and Carney Bates & Pulliam,  
27 PLLC as class counsel and Matthew Campbell and Michael Hurley as class representatives (Dkt.  
28 192);

8. WHEREAS, in its order granting in part and denying in part Plaintiffs’ Motion for  
Class Certification, the Court directed the Class Representatives to file a Second Amended Complaint

1 “(1) revising the class definition to reflect the definition set forth in the class certification motion, and  
2 (2) adding allegations regarding the sharing of data with third parties” (Dkt. 192), and, on June 7,  
3 2016, the Class Representatives filed a revised, Second Amended Complaint as ordered (*see* Dkt.  
4 196);

5 9. WHEREAS, following the class certification ruling, the Parties engaged in additional  
6 discovery and then agreed to further mediate their dispute;

7 10. WHEREAS, Class Representatives believe that their claims are meritorious and that  
8 they would be successful at trial, but nevertheless agreed to resolve the Action on the terms set forth  
9 in this Settlement Agreement solely to eliminate the uncertainties and delay of further protracted  
10 litigation;

11 11. WHEREAS, Facebook denies the allegations in the Second Amended Complaint,  
12 denies that it has engaged in any wrongdoing, denies that the Class Representatives’ allegations state  
13 valid claims, denies that a class was properly certified in the Action, denies that Plaintiffs can  
14 maintain a class action for purposes of litigation, and vigorously disputes that Class Representatives  
15 and the Class are entitled to any relief, but Facebook nevertheless agreed to resolve the Action on the  
16 terms set forth in this Settlement Agreement solely to eliminate the uncertainties, burden, expense,  
17 and delay of further protracted litigation;

18 12. WHEREAS, Class Representatives, Facebook, and the Settlement Class intend for this  
19 Settlement Agreement fully and finally to compromise, resolve, discharge, and settle the Released  
20 Claims, as defined and on the terms set forth below, and to the full extent reflected herein, subject to  
21 the approval of the Court; and

22 13. NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND  
23 AGREED, by the Class Representatives, for themselves and on behalf of the Settlement Class, and by  
24 Facebook that, subject to the approval of the Court, the Action shall be settled, compromised, and  
25 dismissed, on the merits and with prejudice, and the Released Claims shall be finally and fully  
26 compromised, settled, and dismissed as to the Released Parties, in the manner and upon the terms and  
27 conditions hereafter set forth in this Agreement.

28

1 **II. DEFINITIONS**

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

4 15. “Action” means the consolidated class action lawsuit captioned *Campbell v.*  
5 *Facebook, Inc.*, Case No. 13-cv-05996 PJH-SK (N.D. Cal.).

6 16. “Attorneys’ Fees and Costs Award” means such funds as may be awarded by the  
7 Court to Class Counsel to compensate Class Counsel for its fees, costs, and expenses in connection  
8 with the Action and the Settlement, as described in Paragraphs 57–59.

9 17. “Class Counsel” means the law firms of Lief Cabraser Heimann & Bernstein, LLP  
10 and Carney Bates & Pulliam, PLLC and Plaintiffs’ attorneys of record in this Action who are  
11 members of those two firms.

12 18. “Class Period” means the period from December 30, 2011 to March 1, 2017.

13 19. “Class Representatives” means Matthew Campbell and Michael Hurley.

14 20. “Court” means the United States District Court for the Northern District of California  
15 and the Judge assigned to the Action, United States Judge Phyllis J. Hamilton.

16 21. “Defense Counsel” means the law firm of Gibson, Dunn & Crutcher LLP and all of  
17 Facebook’s attorneys of record in the Action.

18 22. “Effective Date” means seven (7) days after which both of the following events have  
19 occurred: (i) the Final Approval Order and Final Judgment have been entered and (ii) the Final  
20 Approval Order and Final Judgment have become Final.

21 23. “Facebook” means (i) Facebook, Inc. and its past, present, and future parents,  
22 subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities,  
23 whether foreign or domestic, that are owned or controlled by Facebook, and (ii) the past, present, and  
24 future shareholders, officers, directors, members, agents, employees, independent contractors,  
25 consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors,  
26 successors, and assigns of the entities in Part (i) of this definition.

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

1 Judgment and dismissing the Action with prejudice; (ii) determining whether the Settlement should  
2 be approved as fair, reasonable, and adequate; (iii) ruling upon an application for Service Awards by  
3 the Class Representatives; (iv) ruling upon an application by Class Counsel for an Attorneys' Fees  
4 and Costs Award; and (v) entering any final order awarding Attorneys' Fees and Costs and Service  
5 Awards. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in  
6 compliance with the provisions of 28 U.S.C. § 1715(d).

7 25. "Final" means, with respect to any judicial ruling or order, that: (1) if no appeal,  
8 motion for reconsideration, reargument and/or rehearing, or petition for writ of certiorari has been  
9 filed, the time has expired to file such an appeal, motion, and/or petition; or (2) if an appeal, motion  
10 for reconsideration, reargument and/or rehearing, or petition for a writ of certiorari has been filed, the  
11 judicial ruling or order has been affirmed with no further right of review, or such appeal, motion,  
12 and/or petition has been denied or dismissed with no further right of review. Any proceeding or  
13 order, or any appeal or petition for a writ of certiorari pertaining solely to any application for  
14 attorneys' fees or expenses will not in any way delay or preclude the Judgment from becoming Final.

15 26. "Final Approval Order and Final Judgment" means the order finally approving the  
16 terms of this Settlement Agreement and a separate judgment to be entered by the Court, pursuant to  
17 Federal Rule of Civil Procedure 58(a), dismissing the Action with prejudice, without material  
18 variation from Exhibit A.

19 27. "Legally Authorized Representative" means an administrator/administratrix, personal  
20 representative, or executor/executrix of a deceased Settlement Class Member's estate; guardian,  
21 conservator, or next friend of an incapacitated Settlement Class Member; or any other legally  
22 appointed Person responsible for handling the business affairs of a Settlement Class Member.

23 28. "Person" means any individual, corporation, partnership, association, affiliate, joint  
24 stock company, estate, trust, unincorporated association, entity, government and any political  
25 subdivision thereof, or any other type of business or legal entity.

26 29. "Preliminary Approval Order" means the order that the Class Representatives and  
27 Facebook will seek from the Court, without material variation from Exhibit B. Entry of the  
28 Preliminary Approval Order shall constitute preliminary approval of the Settlement Agreement.

1           30.     “Service Award” means the amount approved by the Court to be paid to the Class  
2 Representatives as described further in Paragraph 60.

3           31.     “Settlement” means the settlement of the Action between and among the Class  
4 Representatives, the Settlement Class Members, and Facebook, as set forth in this Settlement  
5 Agreement, including all attached Exhibits (which are an integral part of this Settlement Agreement  
6 and are incorporated in their entirety by reference).

7           32.     “Settlement Class” has the meaning set forth in Paragraph 36.

8           33.     “Settlement Class Member(s)” means any and all persons who fall within the  
9 definition of the Settlement Class.

10 **III.    SETTLEMENT CLASS CERTIFICATION**

11           34.     For purposes of settlement only, the Parties agree to seek provisional certification of  
12 the Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(2). The only changes  
13 between the Settlement Class and the class certified by the Court on May 18, 2016, are (1) the  
14 explicit inclusion of Facebook users located in United States territories, and (2) bringing the end of  
15 the class period current to the date the Parties have executed this Agreement below.

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

21           36.     For purposes of the provisional certification, the Settlement Class shall be defined as  
22 follows:

23                   All natural-person Facebook users located within the United States and its territories who  
24                   have sent, or received from a Facebook user, private messages that included URLs in their  
25                   content (and from which Facebook generated a URL attachment), from December 30, 2011  
                    to March 1, 2017.

26           37.     Excluded from the Settlement Class are (i) all Persons who are directors, officers, and  
27 agents of Facebook or its subsidiaries and affiliated companies or are designated by Facebook as  
28 employees of Facebook or its subsidiaries and affiliated companies; and (ii) the Court, the Court’s



1 immediate family, and Court staff, as well as any appellate court to which this matter is ever  
2 assigned, and its immediate family and staff.

3 38. Facebook does not consent to certification of the Settlement Class (or to the propriety  
4 of class treatment) for any purpose other than to effectuate the settlement of this Action. Facebook's  
5 agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability,  
6 or damage of any kind to Class Representatives or any of the provisional Settlement Class Members.

7 39. If this Settlement Agreement is terminated pursuant to its terms, disapproved by any  
8 court (including any appellate court), and/or not consummated for any reason, or the Effective Date  
9 for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating  
10 the Settlement, and all preliminary and/or final findings regarding that class certification order, shall  
11 be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the  
12 Settlement Class had never been certified pursuant to this Settlement Agreement and such findings  
13 had never been made, and the Action shall return to the procedural posture on December 12, 2016, in  
14 accordance with this Paragraph. No Party nor counsel shall refer to or invoke the vacated findings  
15 and/or order relating to class settlement or Rule 23 of the Federal Rules of Civil Procedure if this  
16 Settlement Agreement is not consummated and the Action is later litigated and contested by  
17 Facebook under Rule 23 of the Federal Rules of Civil Procedure.

18 **IV. SETTLEMENT CONSIDERATION AND INJUNCTIVE RELIEF**

19 40. In consideration for the dismissal of the Action with prejudice and the releases  
20 provided in this Settlement Agreement, Facebook agrees to the following:

21 a) Acknowledgment regarding Cessation of Practices. Facebook confirms that  
22 the following uses of data from EntShares created from URLs sent in Facebook Messages during the  
23 Class Period have ceased, as of the dates noted below:

24 i) From the beginning of the Class Period until on or about December 19,  
25 2012, Facebook source code was engineered so that when an anonymous, aggregate count was  
26 displayed next to a "Like" button on a third-party web page, that count often included, *inter alia*, the  
27 number of times a URL related to that particular website had been shared by Facebook users in  
28 Facebook Messages and resulted in creation of an EntShare. On or about December 19, 2012,

1 Facebook changed its source code such that the external count no longer included the number of  
2 shares, by users, of URLs in private messages that resulted in creation of EntShares.

3 ii) Facebook makes its “Insights” user interface and related API available  
4 to owners of third-party websites that choose to include Facebook tools or features, for purposes of  
5 providing anonymous, aggregate data about interaction with and traffic to their websites. During  
6 certain periods of time during the Class Period, this information included anonymous, aggregate  
7 statistics and demographic information about users who shared links to those sites across the  
8 Facebook platform. From the beginning of the Class Period until on or about October 11, 2012, the  
9 anonymous, aggregate statistics and demographic information included information about users who  
10 shared URLs in Facebook Messages that resulted in creation of EntShares. On or about October 11,  
11 2012, Facebook changed its source code such that it ceased including information about URL shares  
12 in Facebook Messages that resulted in creation of EntShares (and attendant statistics and  
13 demographic information) within Insights and its related API.

14 iii) Facebook’s Recommendations Feed was a social plugin offered to  
15 developers that displayed a list of URLs representing the most recommended webpages on that  
16 developer’s site. Over time, two different units of Facebook source code determined the list of URLs  
17 that would appear in the Recommendations Feed for a given webpage at a given time. One of those  
18 units of Facebook source code was the “PHP backend.” During the Class Period, the PHP backend  
19 was never the primary system determining the list of URLs that would appear in the  
20 Recommendations Feed. However, the PHP backend served as a backup system if the primary  
21 system failed. The PHP backend considered, *inter alia*, an anonymous, aggregate count of, *inter alia*,  
22 the number of times a URL had been shared in a Facebook Message and resulted in creation of an  
23 EntShare. On or about July 9, 2014, Facebook changed its code such that it ceased utilizing the PHP  
24 backend as the backup system for its Recommendations Feed.

25 b) EntShares Acknowledgment. Facebook confirms, as of the date it has  
26 executed this Agreement below, that it is not using any data from EntShares created from URL  
27 attachments sent by users in Facebook Messages for: 1) targeted advertising; 2) sharing personally  
28 identifying user information with third parties; 3) use in any public counters in the “link\_stats” and

1 Graph APIs; and 4) displaying lists of URLs representing the most recommended webpages on a  
2 particular web site.

3 c) Disclosure Changes. Facebook acknowledges that enhanced disclosures and  
4 practice changes, enacted after the filing of this Action, are among the benefits to the Class Members.  
5 Specifically, in January 2015, Facebook’s Data Policy was revised to state, *inter alia*, that Facebook  
6 collects the “content and other information” that people provide when they “message or communicate  
7 with others,” and to further explain the ways in which Facebook may use that content, and (2) in July  
8 2014, the backup system for the Recommendations Feed, as described above, was discontinued.

9 d) Additional Explanatory Language. Facebook shall display the following,  
10 additional language, without material variation, on its United States website for Help Center materials  
11 concerning messages within 30 days of the Effective Date: “We use tools to identify and store links  
12 shared in messages, including a count of the number of times links are shared.” Facebook shall make  
13 this additional language available on its United States website for a period of one year from the date  
14 it is posted, provided however that Facebook may update the disclosures to ensure accuracy with  
15 ongoing product changes.

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

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

22 42. Among other things, the Preliminary Approval Order shall:

23 a) find that the requirements for provisional certification of the Settlement Class  
24 have been satisfied, appointing Class Representatives as the representatives of the provisional  
25 Settlement Class and Class Counsel as counsel for the provisional Settlement Class;

26 b) find that the CAFA Notice sent by Facebook complied with 28 U.S.C. § 1715  
27 and all other provisions of the Class Action Fairness Act of 2005;

1           c)     preliminarily enjoin all Settlement Class Members and their Legally  
2 Authorized Representatives from filing or otherwise participating in any other suit based on the  
3 Released Claims;

4           d)     establish dates by which the Parties shall file and serve all papers in support of  
5 the application for final approval of the Settlement;

6           e)     schedule the Fairness Hearing on a date ordered by the Court, provided in the  
7 Preliminary Approval Order, and in compliance with applicable law, to determine whether the  
8 Settlement should be approved as fair, reasonable, adequate, and to determine whether a Final  
9 Approval Order and Final Judgment should be entered dismissing the Action with prejudice;

10          f)     provide that all Settlement Class Members will be bound by the Final  
11 Approval Order and Final Judgment dismissing the Action with prejudice; and

12          g)     pending the Fairness Hearing, stay all proceedings in the Action, other than the  
13 proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement  
14 and Preliminary Approval Order.

15          43.    In advance of the Fairness Hearing, Class Counsel shall request entry of a Final  
16 Approval Order and Final Judgment, without material variation from Exhibit A, the entry of which is  
17 a material condition of this Settlement Agreement, and that shall, among other things:

18          a)     find that the Court has personal jurisdiction over all Settlement Class  
19 Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and  
20 that the venue is proper;

21          b)     finally approve this Settlement Agreement and the Settlement pursuant to Rule  
22 23 of the Federal Rules of Civil Procedure;

23          c)     certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(2) for  
24 purposes of settlement only;

25          d)     find that notice to the Rule 23(b)(2) class is not necessary;

26          e)     incorporate the Releases set forth in this Settlement Agreement and make the  
27 Releases effective as of the Effective Date;

28          f)     issue the injunctive relief described in this Settlement Agreement;

1 g) authorize the Parties to implement the terms of the Settlement;

2 h) dismiss the Action with prejudice and enter a separate judgment pursuant to  
3 Rule 58 of the Federal Rules of Civil Procedure; and

4 i) determine that the Agreement and the Settlement provided for herein, and any  
5 proceedings taken pursuant thereto, are not, and should not in any event be offered, received, or  
6 construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-  
7 liability or of the certifiability or non-certifiability of a litigation class, or of any misrepresentation or  
8 omission in any statement or written document approved or made by any Party; provided, however,  
9 that reference may be made to this Agreement and the Settlement provided for herein in such  
10 proceedings as may be necessary to effectuate the provisions of this Agreement, as further set forth in  
11 this Agreement.

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

13 44. "Releases" mean the releases and waivers set forth in this Settlement Agreement and  
14 in the Final Approval Order and Final Judgment. The Releases are a material part of the Settlement  
15 for Facebook. The Releases shall be construed as broadly as possible to effect complete finality over  
16 this Action involving claims that result from, arise out of, are based on, or relate in any way to the  
17 practices and claims that were alleged in, or could have been alleged in, the Action.

18 45. "Released Parties" means (i) Facebook and its past, present, and future parents,  
19 subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities,  
20 whether foreign or domestic, that are owned or controlled by Facebook; and (ii) the past, present, and  
21 future shareholders, officers, directors, members, agents, employees, independent contractors,  
22 consultants, administrators, representatives, fiduciaries, insurers, attorneys, legal representatives,  
23 advisors, predecessors, successors, and assigns of the entities in Part (i) of this Paragraph.

24 46. "Class Representatives' Releasing Parties" means each Class Representative, and each  
25 of his heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators,  
26 representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or  
27 anyone other than Class Members claiming through them or acting or purporting to act for them or on  
28 their behalf.

1           47.     Upon the Effective Date, Class Representatives' Releasing Parties will be deemed to  
2 have, and by operation of the Final Approval Order and Final Judgment will have fully, finally, and  
3 forever released, relinquished, and discharged any and all past, present, and future claims, actions,  
4 demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and  
5 description whatsoever, known or unknown, recognized now or hereafter, existing or preexisting,  
6 expected or unexpected, pursuant to any theory of recovery (including, but not limited to, those based  
7 in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or  
8 regulation), against the Released Parties, from the Class Representatives' first interaction with  
9 Facebook up until and including the Effective Date, for any type of relief that can be released as a  
10 matter of law, including, without limitation, claims for monetary relief, damages (whether  
11 compensatory, consequential, punitive, exemplary, liquidated, and/or statutory), costs, penalties,  
12 interest, attorneys' fees, litigation costs, restitution, or equitable relief ("Class Representatives'  
13 Released Claims"). Class Representatives' Releasing Parties are forever enjoined from taking any  
14 action seeking any relief against the Released Parties based on any of Class Representatives'  
15 Released Claims.

16           48.     "Releasing Parties" means Settlement Class Members, and each of their heirs, estates,  
17 trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents,  
18 attorneys, partners, successors, predecessors-in-interest, and assigns and/or anyone claiming through  
19 them or acting or purporting to act for them or on their behalf.

20           49.     Upon the Effective Date, the Releasing Parties will be deemed to have, and by  
21 operation of the Final Approval Order and Final Judgment will have fully, finally, and forever  
22 released, relinquished, and discharged any and all past, present, and future claims, actions, demands,  
23 causes of action, suits, debts, obligations, and rights or liabilities for injunctive and/or declaratory  
24 relief, of any nature and description whatsoever, known or unknown, existing or preexisting,  
25 recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including,  
26 but not limited to, those based in contract or tort, common law or equity, federal, state, or local law,  
27 statute, ordinance, or regulation) against the Released Parties, from the beginning of the Class Period  
28 up until and including the Effective Date, that result from, arise out of, are based on, or relate in any

1 way to the practices and claims that were alleged in, or could have been alleged in, the Action  
2 (“Settlement Class Members’ Released Claims”), except that, notwithstanding the foregoing, the  
3 Releasing Parties do not release claims for monetary relief, damages, or statutory damages. The  
4 Releasing Parties are forever enjoined from taking any action seeking injunctive and/or declaratory  
5 relief against the Released Parties based on any Settlement Class Members’ Released Claims.

6 50. “Released Claims” include Class Representatives’ Released Claims and Settlement  
7 Class Members’ Released Claims.

8 51. Upon the Effective Date, Facebook will be deemed to have, and by operation of the  
9 Final Approval Order and Final Judgment will have fully, finally, and forever released, relinquished,  
10 and discharged any and all past, present, and future claims, actions, demands, causes of action, suits,  
11 debts, obligations, and rights or liabilities for injunctive and/or declaratory relief, of any nature and  
12 description whatsoever, known or unknown, existing or preexisting, recognized now or hereafter,  
13 expected or unexpected, pursuant to any theory of recovery (including, but not limited to, those based  
14 in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or  
15 regulation) against the Class Representatives’ Releasing Parties, from the beginning of the Class  
16 Period up until and including the Effective Date, that result from, arise out of, are based on, or relate  
17 in any way to the practices and claims that were alleged in, or could have been alleged in, the Action  
18 (“Facebook’s Released Claims”). Facebook is forever enjoined from taking any action seeking any  
19 relief against the Class Representatives’ Releasing Parties based on any of Facebook’s Released  
20 Claims.

21 52. After entering into this Settlement Agreement, the Parties may discover facts other  
22 than, different from, or in addition to, those that they know or believe to be true with respect to the  
23 claims released by this Settlement Agreement, but they intend to release fully, finally and forever the  
24 Released Claims, and in furtherance of such intention, the Releases will remain in effect  
25 notwithstanding the discovery or existence of any such additional or different facts. With respect to  
26 the Released Claims, Class Representatives (on behalf of themselves and the Settlement Class  
27 Members), through their counsel, expressly, knowingly, and voluntarily waive any and all provisions,  
28 rights, and benefits conferred by California Civil Code Section 1542 and any statute, rule, and legal

1 doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which reads as  
2 follows:

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

8 53. Notwithstanding the preceding Paragraph, Settlement Class Members are not releasing  
9 any known or unknown claims for damages. The Parties acknowledge, and by operation of law shall  
10 be deemed to have acknowledged, that the waiver of the provisions of Section 1542 of the California  
11 Civil Code (and any similar State laws) with respect to the claims released by this Settlement  
12 Agreement was separately bargained for and was a key element of the Settlement.

13 54. By operation of the Final Approval Order and Final Judgment, the Action will be  
14 dismissed with prejudice.

15 55. Upon the Effective Date: (a) this Settlement Agreement shall be the exclusive remedy  
16 for any and all Released Claims of Class Representatives and Settlement Class Members; and (b)  
17 Class Representatives and Settlement Class Members stipulate to be and shall be permanently barred  
18 and enjoined by Court order from initiating, asserting, or prosecuting against Released Parties in any  
19 federal or state court or tribunal any and all Released Claims.

20 **VII. NOTICE PURSUANT TO 28 U.S.C. § 1715**

21 56. Facebook shall serve notice of the Settlement Agreement that meets the requirements  
22 of 28 U.S.C. § 1715, on the appropriate federal and state officials no later than ten (10) days  
23 following the filing of this Settlement Agreement with the Court. The Parties agree that class notice  
24 is not necessary in this action. *See, e.g., Lilly v. Jamba Juice Co.*, No. 13-cv-02998-JST, 2015 WL  
25 1248027, at \*9 (N.D. Cal. Mar. 18, 2015); *Kim v. Space Pencil, Inc.*, No. 11-cv-03796-LB, 2012 WL  
26 5948951, at \*4 (N.D. Cal. Nov. 28, 2012).

27 **VIII. ATTORNEYS' FEES AND COSTS**

28 57. Class Counsel may apply to the Court for an award of reasonable attorneys' fees and  
costs not to exceed \$3,890,000. Class Counsel approximates that it will seek \$660,000 in costs and



1 \$3,230,000 in fees, but may apply in different amounts not to exceed \$3,890,000. Facebook has been  
2 provided a copy of summaries of Class Counsel's time records, and as a result of that review,  
3 Facebook will take no position on Class Counsel's application and agrees to pay the amount of fees  
4 and costs determined by the Court. These terms regarding fees and costs were negotiated and agreed  
5 to by the Parties only after full agreement was reached as to all other material terms.

6 58. Any Attorneys' Fees and Costs Award, as awarded by the Court, shall be payable by  
7 Facebook, as ordered, within the later of (a) thirty (30) calendar days after the Effective Date, or (b)  
8 ten (10) business days after Class Counsel, following the Effective Date, has transmitted to Facebook  
9 instructions for payment.

10 59. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys'  
11 Fees and Costs Award amongst Class Counsel and any other attorneys. Facebook shall have no  
12 liability or other responsibility for allocation of any such Attorneys' Fees and Costs awarded. The  
13 amount ordered by the Court shall be the sole monetary obligation paid by Facebook pursuant to this  
14 Settlement Agreement, and in no event shall Facebook be obligated to pay any amount in excess of  
15 \$3,890,000.

16 60. The Parties agree that the Class Representatives may apply to the Court for a Service  
17 Award to each of the Class Representatives, each of which shall not exceed \$5,000, for their services  
18 as class representatives. The Parties agree that the decision whether or not to award any such  
19 payment, and the amount of that payment, rests in the exclusive discretion of the Court. Facebook  
20 agrees to pay the amount determined by the Court. Class Representatives understand and  
21 acknowledge that they may receive no monetary payment, and their agreement to the Settlement is  
22 not conditioned on the possibility of receiving monetary payment. Any Service Awards, as awarded  
23 by the Court, shall be payable by Facebook as ordered, within the later of (a) thirty (30) calendar days  
24 after the Effective Date, or (b) ten (10) business days after Class Counsel, following the Effective  
25 Date, has transmitted to Facebook instructions for payment.

1 **IX. MODIFICATION OR TERMINATION OF SETTLEMENT AGREEMENT AND**  
2 **FACEBOOK'S RESERVATION OF RIGHTS**

3 61. This Settlement Agreement may be amended or modified only by a written instrument  
4 signed by or on behalf of all Parties or their respective successors-in-interest and approval of the  
5 Court; provided, however that, after entry of the Final Approval Order and Final Judgment, the  
6 Parties may by written agreement effect such amendments, modifications, or expansions of this  
7 Settlement Agreement and its implementing documents (including all Exhibits hereto) without further  
8 approval by the Court if such changes are consistent with the Court's Final Approval Order and Final  
9 Judgment and do not materially alter, reduce, or limit the rights of Settlement Class Members under  
10 this Settlement Agreement.

11 62. This Settlement Agreement and any Exhibits attached hereto constitute the entire  
12 agreement among the Parties, and no representations, warranties, or inducements have been made to  
13 any Party concerning this Settlement Agreement or its Exhibits other than the representations,  
14 warranties, and covenants covered and memorialized in such documents.

15 63. In the event the terms or conditions of this Settlement Agreement are modified by any  
16 court, any Party in its sole discretion to be exercised within thirty (30) days after such modification  
17 may declare this Settlement Agreement null and void. For purposes of this Paragraph, modifications  
18 include any modifications to the definitions of the Settlement Class, Settlement Class Members,  
19 Released Parties, or Released Claims, any modifications to the terms of the Settlement consideration  
20 described in Paragraph 40 and/or any requirement of notice to the Settlement Class. In the event of  
21 any modification by any court, and in the event the Parties do not exercise their unilateral option to  
22 withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and  
23 confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to  
24 effectuate the court-ordered modification.

25 64. In the event that a Party exercises his/her/its option to withdraw from and terminate  
26 this Settlement Agreement, then the Settlement proposed herein shall become null and void and shall  
27 have no force or effect, the Parties shall not be bound by this Settlement Agreement, and the Parties  
28 will be returned to their respective positions existing on December 12, 2016.

1           65.     If this Settlement Agreement is not approved by the Court or the Settlement  
2 Agreement is terminated or fails to become effective in accordance with the terms of this Settlement  
3 Agreement, the Parties will be restored to their respective positions in the Action on December 12,  
4 2016. In such event, the terms and provisions of this Settlement Agreement and the memorandum of  
5 understanding will have no further force and effect with respect to the Parties and will not be used in  
6 this Action or in any other proceeding for any purpose, and any Judgment or order entered by the  
7 Court in accordance with the terms of this Settlement Agreement will be treated as vacated.

8           66.     The procedure for and the allowance or disallowance by the Court of any application  
9 for attorneys' fees, costs, expenses, and/or reimbursement to be paid to Class Counsel, and the  
10 procedure for any payment to Class Representatives, are not part of the settlement of the Released  
11 Claims as set forth in this Settlement Agreement, and are to be considered by the Court separately  
12 from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement of the  
13 Released Claims as set forth in this Settlement Agreement. Any such separate order, finding, ruling,  
14 holding, or proceeding relating to any such applications for Attorneys' Fees and Costs and/or  
15 payment to Class Representatives, or any separate appeal from any separate order, finding, ruling,  
16 holding, or proceeding relating to them or reversal or modification of them, shall not operate to  
17 terminate or cancel this Settlement Agreement or otherwise affect or delay the finality of the Final  
18 Approval Order and Final Judgment approving the Settlement. The terms of this Agreement relating  
19 to the Attorneys' Fees and Costs Award and Service Awards were negotiated and agreed to by the  
20 Parties only after full agreement was reached as to all other material terms of the proposed  
21 Settlement, including, but not limited to, any terms relating to the relief to the Settlement Class.

22           67.     Facebook denies the material factual allegations and legal claims asserted in the  
23 Action, including any and all charges of wrongdoing or liability arising out of any of the conduct,  
24 statements, acts or omissions alleged, or that could have been alleged, in the Action. Similarly, this  
25 Settlement Agreement provides for no admission of wrongdoing or liability by any of the Released  
26 Parties. This Settlement is entered into solely to eliminate the uncertainties, burdens, and expenses of  
27 protracted litigation. For the avoidance of doubt, Facebook does not acknowledge the propriety of  
28 certifying the Settlement Class for any purpose other than to effectuate the Settlement of the Action.

1 If this Settlement Agreement is terminated pursuant to its terms, or the Effective Date for any reason  
2 does not occur, Facebook reserves the right to challenge the certifiability of any class claims certified  
3 in the Action and/or to seek to decertify any such class claims. Facebook's agreement to this  
4 Settlement does not constitute an admission that certification is appropriate outside of the context of  
5 this Settlement. Class Counsel shall not refer to or invoke Facebook's decision to accept the certified  
6 class for purposes of settlement if the Effective Date does not occur and the Action is later litigated  
7 and certification is contested by Facebook under Rule 23 of the Federal Rules of Civil Procedure.

8 **X. MISCELLANEOUS PROVISIONS**

9 68. The Parties intend the Settlement Agreement to be a final and complete resolution of  
10 all disputes between them with respect to the Action. The Settlement Agreement compromises  
11 claims that are contested and will not be deemed an admission by Facebook or Class Representatives  
12 as to the merits of any claim or defense.

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

17 To Class Representatives and the Settlement Class:

18 Michael W. Sobol  
19 Lief Cabraser Heimann & Bernstein, LLP  
20 275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339

21 To Counsel for Facebook:

22 Christopher Chorba  
23 Gibson, Dunn & Crutcher LLP  
24 333 South Grand Avenue  
25 Los Angeles, CA 90071  
26  
27  
28

1                    With a Copy to Facebook:

2                    Colin Stretch  
3                    General Counsel  
4                    Facebook, Inc.  
5                    1601 Willow Road  
6                    Menlo Park, CA 94025

7                    70.        All of the Exhibits to this Agreement are an integral part of the Settlement and are  
8                    incorporated by reference as though fully set forth herein.

9                    71.        The Parties agree that the recitals are contractual in nature and form a material part of  
10                    this Settlement Agreement.

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

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

20                    74.        The Settlement Agreement, the Settlement, all documents, orders, and other evidence  
21                    relating to the Settlement, the fact of their existence, any of their terms, any press release or other  
22                    statement or report by the Parties or by others concerning the Settlement Agreement, the Settlement,  
23                    their existence, or their terms, any negotiations, proceedings, acts performed, or documents drafted or  
24                    executed pursuant to or in furtherance of the Settlement Agreement or the Settlement shall not be  
25                    offered, received, deemed to be, used as, construed as, and do not constitute a presumption,  
26                    concession, admission, or evidence of (i) the validity of any Released Claims or of any liability,  
27                    culpability, negligence, or wrongdoing on the part of the Released Parties; (ii) any fact alleged,  
28                    defense asserted, or any fault, misrepresentation, or omission by the Released Parties; (iii) the  
                     propriety of certifying a litigation class or any decision by any court regarding the certification of a  
                     class, and/or (iv) whether the consideration to be given in this Settlement Agreement represents the

1 relief that could or would have been obtained through trial in the Action, in any trial, civil, criminal,  
2 administrative, or other proceeding of the Action or any other action or proceeding in any court,  
3 administrative agency, or other tribunal.

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

9 76. The Parties agree that the consideration provided to the Settlement Class and the other  
10 terms of the Settlement Agreement were negotiated at arm's length, in good faith by the Parties, and  
11 reflect a settlement that was reached voluntarily, after consultation with competent legal counsel, and  
12 with the assistance of an independent, neutral mediator.

13 77. The Class Representatives and Class Counsel have concluded that the Settlement set  
14 forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the Class  
15 Representatives asserted against Facebook, including the claims on behalf of the Settlement Class,  
16 and that it promotes the best interests of the Settlement Class.

17 78. To the extent permitted by law, all agreements made and orders entered during the  
18 course of the Action relating to the confidentiality of information shall survive this Settlement  
19 Agreement.

20 79. The waiver by one Party of any breach of this Settlement Agreement by any other  
21 Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement  
22 Agreement.

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

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

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

8           83.     This Settlement Agreement was jointly drafted by the Parties. Class Representatives,  
9 Settlement Class Members, and/or Facebook shall not be deemed to be the drafters of this Settlement  
10 Agreement or of any particular provision, nor shall they argue that any particular provision should be  
11 construed against its drafter or otherwise resort to the *contra proferentem* canon of construction.  
12 Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as to  
13 the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and common law  
14 principles of construing ambiguities against the drafter shall have no application.

15           84.     Any and all Exhibits to this Settlement Agreement, which are identified in the  
16 Settlement Agreement and attached hereto, are material and integral parts hereof and are fully  
17 incorporated herein by this reference.

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

20           86.     The headings used in this Settlement Agreement are inserted merely for the  
21 convenience of the reader, and shall not affect the meaning or interpretation of this Settlement  
22 Agreement.

23           87.     In construing this Settlement Agreement, the use of the singular includes the plural  
24 (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

25           88.     Except in connection with any legal proceeding or court filing, Class Representatives  
26 and Class Counsel will not issue any press release or communicate with the media regarding the  
27 Settlement or the Action without prior approval of Facebook. However, if Class Representatives or  
28 Class Counsel receive an inquiry from any third party (excluding Settlement Class Members who

1 identify themselves as such), they may decline to comment, refer to the complaint, make accurate  
2 statements regarding the status of the settlement approval process, or defer to the Court file. Class  
3 Counsel reserves all rights to communicate with individual members of the Settlement Class to assist  
4 them in understanding the Settlement and nothing herein shall be construed as restricting those rights  
5 and responsibilities. Similarly, nothing in this Agreement will affect Facebook's right to  
6 communicate with individual members of the Settlement Class relating to matters other than the  
7 Action or the proposed Settlement.

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

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

15 91. All of the Parties warrant and represent that they are agreeing to the terms of this  
16 Settlement Agreement based upon the legal advice of their respective attorneys, that they have been  
17 afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys,  
18 and that the terms and conditions of this document are fully understood and voluntarily accepted.

19 92. Each Party to this Settlement Agreement warrants that he or it is acting upon his or its  
20 independent judgment and upon the advice of his or its counsel, and not in reliance upon any  
21 warranty or representation, express or implied, of any nature or any kind by any other Party, other  
22 than the warranties and representations expressly made in this Settlement Agreement.

23 93. Each Counsel or other person executing this Settlement Agreement or any of its  
24 Exhibits on behalf of any Party hereby warrants that such person has the full authority to do so. Class  
25 Counsel, on behalf of the Settlement Class, is expressly authorized by the Class Representatives to  
26 take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this  
27 Settlement Agreement to effectuate its terms, and is expressly authorized to enter into any  
28



1 modifications or amendments to this Settlement Agreement on behalf of the Settlement Class that  
2 Class Counsel and Class Representatives deem appropriate.

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

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Dated: \_\_\_\_\_, 2017

PLAINTIFF MATTHEW CAMPBELL

By: \_\_\_\_\_


Dated: \_\_\_\_\_, 2017

PLAINTIFF MICHAEL HURLEY

By: \_\_\_\_\_

Dated: Mar. 1, 2017

FACEBOOK, INC.

By:   
Nikki Stitt Sokol, Assoc. General Counsel

Dated: \_\_\_\_\_, 2017


PLAINTIFFS' CO-LEAD COUNSEL

By: \_\_\_\_\_  
Michael Sobol

By: \_\_\_\_\_  
Hank Bates

Dated: March 1, 2017

COUNSEL TO FACEBOOK, INC.

By:   
Joshua Jessen

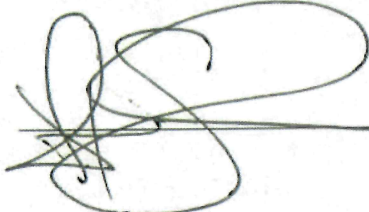
1 modifications or amendments to this Settlement Agreement on behalf of the Settlement Class that  
2 Class Counsel and Class Representatives deem appropriate.

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

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Dated: 3/1, 2017

PLAINTIFF MATTHEW CAMPBELL

By: 

Dated: \_\_\_\_\_, 2017

PLAINTIFF MICHAEL HURLEY

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2017

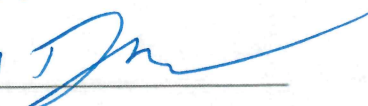
FACEBOOK, INC.

By: \_\_\_\_\_

Dated: 3/1, 2017

PLAINTIFFS' CO-LEAD COUNSEL

*MICHAEL SOBOL, SIGNED ON HIS BEHALF BY*

By: DAVID T. RUDOLPH   
Michael Sobol

By:   
Hank Bates

Dated: \_\_\_\_\_, 2017

COUNSEL TO FACEBOOK, INC.

By: \_\_\_\_\_  
Joshua Jessen

1 modifications or amendments to this Settlement Agreement on behalf of the Settlement Class that  
2 Class Counsel and Class Representatives deem appropriate.

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

5  
6 Dated: \_\_\_\_\_, 2017

PLAINTIFF MATTHEW CAMPBELL

7  
8 By: \_\_\_\_\_

9  
10 Dated: 3/1, 2017

PLAINTIFF MICHAEL HURLEY

11  
12 By: Michael Hurley

13  
14 Dated: \_\_\_\_\_, 2017

FACEBOOK, INC.

15  
16 By: \_\_\_\_\_

17 Dated: \_\_\_\_\_, 2017

PLAINTIFFS' CO-LEAD COUNSEL

18  
19 By: \_\_\_\_\_  
20 Michael Sobol

21  
22 By: \_\_\_\_\_  
23 Hank Bates

24 Dated: \_\_\_\_\_, 2017

COUNSEL TO FACEBOOK, INC.

25  
26 By: \_\_\_\_\_  
27 Joshua Jessen