

**SETTLEMENT AGREEMENT**

Made as of November 30, 2018

*Kipling Warner v. Google LLC also styled Elizabeth Judie Chartrand v. Google LLC*  
(B.C. Supreme Court File No. S-1711066)

- and -

*Glenn Emond and Graeme MacQueen v. Google LLC*  
(Ontario Superior Court File No CV-18-590521)

and

*Sergio Lima v. Google LLC*  
(Quebec Superior Court File No. 500-06-000941-183)

(hereinafter referred to collectively as the “Proceedings”)

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## PREAMBLE

Elizabeth Judie Chartrand, Sergio Lima, Glenn Emond and Graeme MacQueen, as representative Plaintiffs in the Proceedings, and the Defendant, Google LLC (“Google”), hereby enter into this Settlement Agreement and Schedules providing for the settlement of claims arising in the Proceedings, pursuant to the terms and conditions set forth herein, and subject to approval of the BC Court, the Ontario Court and the Quebec Court;

## RECITALS

A. WHEREAS, Kipling Warner commenced the BC Proceeding against Google on or about November 28, 2017 as a proposed class proceeding pursuant to a Notice of Civil Claim;

B. WHEREAS, Google has consented to the substitution of Elizabeth Judie Chartrand in place of Kipling Warner as plaintiff in the BC Proceeding and the Parties mutually expect the BC Court to approve the substitution;

C. WHEREAS, Sergio Lima commenced the Quebec Proceeding against Google on or about August 15, 2018 as a proposed class proceeding pursuant to an application for authorization to institute a class action and to obtain the status of a representative;

D. WHEREAS, Glenn Emond and Graeme MacQueen commenced the Ontario Proceeding against Google on or about November 28, 2017 as a proposed class proceeding pursuant to a Statement of Claim;

E. WHEREAS, the Proceedings advance claims alleging that, between January and December 2017, Google breached Class Members’ privacy in Canada by receiving the identification number or code of the cell towers (“**Cell ID**”) through which smartphones using the Android operating system were connecting to the network;

F. WHEREAS, in or around 2014, Google developed an Android device-sided code to transmit specific information sent between an Android device that has the Google Play Services application package installed and its cellular network back to Google’s servers to help Google analyze and address network traffic congestion issues (the “**Network Congestion Reporting Feature**”);

G. WHEREAS, the Network Congestion Reporting Feature was developed to transmit information including the associated mobile country code (“**MCC**”), which indicates the country in which a cell tower that the Android device is connected to is operated, the mobile network code (“**MNC**”), which indicates the specific cellular network on which the cell tower is operated, and the Cell ID indicating the single cell tower which the Android device was using at that time for its network connection;

H. WHEREAS, Google did not enable the Network Congestion Reporting Feature in 2014, the proposed data was not collected and the project did not proceed further;

I. WHEREAS, Google determined that, if enabled, the Network Congestion Reporting Feature would transmit MCC and MNC data to Google, and such MCC and MNC data would

permit Google to collect more frequent and accurate information to assist it in maintaining a healthy connection between its servers and such Android devices, which would improve message delivery timeliness and battery efficiency;

J. WHEREAS, Google enabled the Network Congestion Reporting Feature and between January and December, 2017, such Android devices transmitted the information over an encrypted connection to Google's servers through the Network Congestion Reporting Feature, including MCC, MNC and Cell ID data;

K. WHEREAS, Google developed Google server-sided code only to collect and log MCC and MNC data;

L. WHEREAS, MCC and MNC data does not include information regarding the specific locations of Android devices beyond the network to which the Android device is connecting and the country in which that network is located;

M. WHEREAS, Google did not collect or log Cell IDs transmitted through the Network Congestion Reporting Feature and that information was immediately discarded, except in the rare instance of an error log;

N. WHEREAS, in a small number of cases, Cell IDs transmitted through the Network Congestion Reporting Feature may have been collected or logged in error logs used for the purpose of debugging server side code exceptions, but that information was not used to determine the location of Android devices, was generally not associated with any specific Android device and was automatically deleted after fourteen days;

O. WHEREAS, upon discovery of the transmission of Cell ID to it through the Network Congestion Reporting Feature, Google took steps to terminate and did terminate the transmission of that information;

P. WHEREAS, the Cell ID transmitted to Google through the Network Congestion Reporting Feature does not reveal the location of an individual using an Android device;

Q. WHEREAS, the Cell ID transmitted to Google through the Network Congestion Reporting Feature was not collected, used or retained to track a user's location, it was not sold to third parties and it was not used by Google to sell advertising;

R. WHEREAS, it would not be possible to identify individuals who may be Class Members;

S. WHEREAS, despite its belief that the allegations advanced in the Proceedings are unfounded and that it has good and reasonable defences both to certification and on the merits, and despite the Proceedings having not yet proceeded to an application to certify or authorize them as class proceedings, Google has agreed to enter into this Settlement Agreement in order to achieve final resolution of all claims asserted or which could have been asserted against it, individually or collectively, in the Proceedings, and to avoid further expense, inconvenience and the distraction of litigation;

T. WHEREAS, Google does not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, wrongdoing or blame of any kind, on its behalf or on behalf of its corporate successors or predecessors, either as alleged or at all;

U. WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of Class Members in any way arising out of or relating to the Proceedings;

V. WHEREAS, the Parties, with counsel, have attended a facilitated confidential mediation conducted with an experienced mediator, that has resulted in this Settlement Agreement;

W. WHEREAS, the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burden and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiffs and the Class Members;

X. WHEREAS, the Parties, therefore, wish to, and hereby do, fully and finally resolve the Proceedings against the Defendant without admission of liability; and

Y. WHEREAS, Google expressly reserves its rights to contest certification or authorization of any other related or unrelated proceedings and its rights to defend on the merits any other related or unrelated proceedings.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the undersigned on behalf of the Plaintiffs, Class Members and Google that all claims of Class Members shall be settled and, on the Effective Date, Class Counsel shall file Consent Dismissal Orders without costs in the Proceedings dismissing all claims against Google with like effect as if after a trial upon the merits subject to the Court retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement and the Parties shall consent to the Court Orders finally approving the settlement:

#### Section 1 Definitions

For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) **Approval Hearings** means the hearings to approve this Settlement Agreement before the BC Court, the Ontario Court or the Quebec Court.
- (2) **BC Class or BC Class Members** means all Canadian residents who used a smartphone running the Android operating system in Canada between January 1, 2017 and December 31, 2017, except persons included in the Ontario Class, the Quebec Class and any person who opts out of any of the Proceedings or are otherwise excluded under the definition of "Class Members or Class".

- (3) **BC Class Counsel** means Klein Lawyers LLP and Mathew P Good Law Corporation.
- (4) **BC Court** means the Supreme Court of British Columbia.
- (5) **BC Plaintiff** means Elizabeth Judie Chartrand.
- (6) **BC Proceeding** means *Kipling Warner v. Google LLC* and *Elizabeth Judie Chartrand v. Google LLC* (B.C. Supreme Court File No. S-1711066).
- (7) **Class Counsel** means BC Class Counsel, Ontario Class Counsel and Quebec Class Counsel.
- (8) **Class Counsel Fees** include the fees (inclusive of taxes and disbursements) of Class Counsel in the prosecution and consent certification and settlement of the Proceedings including if necessary resisting any opposition to approval of the Settlement Agreement or carriage motions (including the preparation of materials, attendance at certification and settlement approval hearing(s) and post-settlement matters).
- (9) **Class Members or Class** means the BC Class, the Ontario Class and the Quebec Class. Excluded from the Class are:
  - (a) Google, the directors and officers of Google, the subsidiaries or affiliates of Google, the entities in which Google or any of Google's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing;
  - (b) any judge of a Court who has heard or will hear any motion or application in respect of the Proceedings; and
  - (c) all persons or entities who opt out of the Class.
- (10) **Courts** means the BC Court, the Ontario Court, and the Quebec Court.
- (11) **Cy Pres Donation** is, as outlined in Section 3, Section 5, Section 9 and Section 10, 100% of the difference between the Settlement Amount and: the cost of notice; Class Counsel Fees; honouraria to the representative plaintiffs and payment to the Fonds d'aide aux actions collectives.
- (12) **Defence Counsel** means Fasken Martineau DuMoulin LLP (also defined as "**Fasken**").
- (13) **Defendant** means Google LLC (also defined as "**Google**").
- (14) **Effective Date** means the date when the Final Orders have been entered from all Courts approving this Settlement Agreement.
- (15) **Final Orders** means the final judgments or final approval orders entered by the Courts in respect of the approval of this Settlement Agreement, and implementing it in accordance with its terms, once the time to appeal such order has expired without any appeal being

taken, if an appeal lies, or once there has been affirmation of the orders or judgments upon a final disposition of all appeals.

- (16) **First Orders** means the First BC Order(s), the First Ontario Order(s) and the First Quebec Order(s).
- (17) **First BC Order(s)** means the order(s) issued by the BC Court to approve of certification of the BC Class for settlement purposes and to approve Notice of Certification and Settlement Approval Hearing.
- (18) **First Ontario Order(s)** means the order(s) issued by the Ontario Court to approve of certification of the Ontario Class for settlement purposes and to approve Notice of Certification and Settlement Approval Hearing.
- (19) **First Quebec Order(s)** means the order(s) issued by the Quebec Court to approve of authorization of the Quebec Class for settlement purposes and to approve Notice of Certification and Settlement Approval Hearing.
- (20) **Notice of Certification and Settlement Approval Hearing** means the form of notice as approved by the Courts to inform the Class Members of Certification Proceedings and of the dates and locations of the Approval Hearings.
- (21) **Objection** means the written communication that a Class Member may file with the Courts in order to object to this Settlement Agreement;
- (22) **Objection Date** means the date by which Class Members must file with the BC Court, the Ontario Court or the Quebec Court and serve on Class Counsel and Defence Counsel any written objection to the Settlement, along with any supporting documentation.
- (23) **Ontario Class** means all Ontario residents who used a smartphone running the Android operating system in Canada between January 1, 2017 and December 31, 2017, except persons included in the BC Class, the Quebec Class and any person who opts out of any of the Proceedings or are otherwise excluded under the definition of "Class Members or Class".
- (24) **Ontario Class Counsel** means Klein Lawyers LLP and Good Barrister LLP.
- (25) **Ontario Court** means the Ontario Superior Court of Justice.
- (26) **Ontario Plaintiffs** means Glenn Emond and Graeme MacQueen.
- (27) **Ontario Proceeding** means *Emond and MacQueen v. Google LLC* (Ontario Superior Court File No CV-18-590521).
- (28) **Opt Out** means a member of the Class who has submitted a valid written election to opt out of any of the Proceedings in accordance with orders of the Courts in the Proceedings.
- (29) **Opt Out Deadline** means 45 days following the publication of the Notice of Certification and Settlement Approval Hearing.

- (30) ***Opt Out Form*** means the form that enables a Class Member to exclude himself or herself from the Settlement Agreement.
- (31) ***Parties*** means the Plaintiffs, Class Members, and Defendant.
- (32) ***Plaintiffs*** means the BC Plaintiff, the Ontario Plaintiffs and the Quebec Plaintiff.
- (33) ***Proceedings*** means the BC Proceeding, the Ontario Proceeding and the Quebec Proceeding.
- (34) ***Quebec Class*** means all Quebec residents who used a smartphone running the Android operating system in Canada between January 1, 2017 and December 31, 2017, except persons included in the Ontario Class, the BC Class and any person who opts out of any of the Proceedings or are otherwise excluded under the definition of "Class Members or Class".
- (35) ***Quebec Class Counsel*** means Klein Avocats Plaideurs Inc.
- (36) ***Quebec Court*** means the Superior Court of Quebec.
- (37) ***Quebec Plaintiff*** means Sergio Lima.
- (38) ***Quebec Proceeding*** means *Sergio Lima v. Google LLC* (Quebec Superior Court File No. 500-06-000941-183).
- (39) ***Released Claims*** means any and all claims, damages, suits, debts, demands, liabilities, judgments, losses, and causes of action relating to the facts alleged in the Proceedings, or more particularly, that between January 1, 2017 and December 31, 2017 Class Members' Cell ID was transmitted to Google and, as a result, Google was unjustly enriched and breached Class Members' privacy, seeking damages or losses of any kind or character, whether known or unknown, matured or unmatured, sounding in law or equity, or any other relief (including attorney's fees), that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, based upon any federal or provincial statutory or common law, including but not limited to, claims under any applicable privacy, data protection, human rights or any similar legislation, and all claims, damages, suits, demands, liabilities, judgments, losses, or causes of action which have been, might have been, are now, or could be asserted by any Plaintiff or any Class Members in an individual or representative capacity arising out of, based upon, or related to, in whole or in part, the facts and circumstances underlying the claims and causes of action set forth in (or that may be raised in) the Proceedings.
- (40) ***Released Parties*** means Google and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, trustees, owners, shareholders, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, insurers, servants, agents, attorneys, receivers, administrators and advisors. The Parties expressly acknowledge that each of



the foregoing is included as a Released Party even though not identified by name herein. Released Parties includes all persons/entities/organizations described above, even if not referenced by name in this Settlement Agreement.

- (41) **Releasors** means all Plaintiffs and all Class Members, as well as any of their respective predecessors, successors, heirs, executors, servants, agents, administrators, trustees, and assigns, subsidiaries, joint ventures, partnerships, unincorporated entities, divisions, groups, directors, officers, shareholders, employees, representatives, servants, partners, liquidators, descendants, present and future family members, dependents, and legal representatives, and their affiliated, predecessor, successor, and related companies.
- (42) **Second BC Order** means the order issued by the BC Court to approve and implement this Settlement Agreement.
- (43) **Second Ontario Order** means the order issued by the Ontario Court to approve and implement this Settlement Agreement.
- (44) **Second Quebec Order** means the order issued by the Quebec Court to approve and implement this Settlement Agreement.
- (45) **Settlement Agreement** or **Settlement** means this agreement, including the Recitals and Schedules.
- (46) **Settlement Amount** means the all-inclusive sum of CAD \$1,000,000, which is the maximum amount of money Google will pay to effect the Settlement, inclusive of Class Counsel Fees, any honouraria paid to the Plaintiffs, costs of Notice of Certification and Settlement Approval Hearing, payment to *Fonds d'aide aux actions collectives*, the Cy Pres Donation and any other costs or expenses associated with implementation of the Settlement to be borne by the Defendant.
- (47) **Settlement Website** means the dedicated webpages on Class Counsel's website that will contain the Notice of Certification and Settlement Approval Hearing, the Settlement Agreement, the Opt-Out Form in English and in French, and any other documents agreed to by the Defendant. Class Counsel agrees that the Defendant's logos and trademarks will not appear anywhere on these webpages.

## Section 2 Condition Precedent

- 2.1 This Settlement Agreement shall be null and void and of no force or effect unless the BC Court, the Ontario Court, and the Quebec Court approve this Settlement Agreement, the orders contemplated herein have become Second Orders and the Effective Date has occurred.

Section 3  
**Settlement Benefits and Payment of Settlement Amount**

- 3.1 Contingent on the approval of the Settlement of the Proceedings by the Courts, the Defendant has agreed to pay the Settlement Amount, without any admission of liability. This amount is to be divided as follows:
- (a) As set out in Section 5, the costs associated with the publication of the Notice of Certification and Settlement Approval Hearing;
  - (b) As set out in Section 9, Class Counsel's fees inclusive of applicable taxes and disbursements subject to the Courts approving the same;
  - (c) As set out in Section 10, any honourarium awarded individually to each of the Plaintiffs in consideration of each Plaintiff's time, effort, and result obtained for Class Members in the rest of Canada subject to the Courts approving such honourarium award;
  - (d) The percentage provided for at s. 1 (2) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, R.R.Q., c. F-3.2.0.1.1, r. 2, will apply to 23.2% of the balance remaining after prior deductions. It is estimated by the parties that 23.2% of the Class Members are members of the Quebec Class<sup>1</sup>; and
  - (e) The remainder will be distributed as a Cy Pres Donation pursuant to the proposal in Section 3.4 or to such other recipients as the Parties agree to at the Courts direction.
- 3.2 The Parties agree that, given the specific facts at issue in the Proceedings, attempts to locate or identify individual Class Members so as to quantify their claims and distribute proportionate shares of the Settlement Amount to each Class Member would have been impossible.
- 3.3 As a result, the settlement relief shall consist of the remittance to third parties of a donation in the form of an unconditional gift of the amount remaining after allocation of the amounts referred to in Section 3.1(a) - (d), which are to be deducted from the Settlement Amount. The Defendant shall remit the donation to the third parties forty-five (45) days after the Effective Date, upon receipt of the information/documentation required to be provided by the third parties as set out in Schedule A attached, whichever is later.
- 3.4 The Parties will recommend to the Courts that the Cy Pres Donation to third parties referred to above should be as detailed in Schedule A attached.

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<sup>1</sup> According to Census Canada 2016, the Quebec population makes up 23.2% of the Canadian population as a whole.

- 3.5 The Defendant agrees to pay the Settlement Amount in accordance with this Settlement Agreement, in full satisfaction of all of the Released Claims against the Released Parties.

Section 4  
**Notice and Administration**

- 4.1 No claims administrator or notice firm will be appointed, considering the fact that there cannot be any individual quantification or liquidation of claims. However, Class Counsel will be responsible for many of those roles such as, without limitation: (a) arranging for the dissemination of the Notice of Certification and Settlement Approval Hearing; (b) responding to requests from Class Members; (c) receiving and maintaining Class Member correspondence regarding requests for Opt Out and objections to the Settlement; (d) receiving all other correspondence from Class Members in addition to the aforementioned correspondence regarding requests for Opt Out and objections to the Settlement; (e) responding to verbal and written inquiries, if warranted; (g) the creation and management of the Settlement Website; (h) maintaining a toll-free telephone number that Class Members may call for information; and (k) otherwise implementing and/or assisting with the Notice of Certification and Settlement Approval Hearing, the First Orders, and the Final Orders.
- 4.2 The Parties shall use their best efforts to carry out the settlement set forth in this Settlement Agreement as promptly as reasonably practicable after the date of execution of the Settlement Agreement and shall cooperate to promptly seek to obtain the approval of this Settlement Agreement by the Courts in respect of the Proceedings.

Section 5  
**Notice of Certification and Settlement Approval Hearing**

- 5.1 Class Members will be notified of the Settlement Agreement by way of a Notice of Certification and Settlement Approval Hearing, which will state, *inter alia*: (i) that the Proceedings have been certified for settlement purposes; (ii) that the Settlement Agreement will be submitted to the Courts for approval, specifying the date and place of such hearing but stating that these may change and will be posted only on the Settlement Website; (iii) a summary of the terms of the Settlement Agreement; (iv) that Class Members have the right to object to the Settlement Agreement and present their arguments to the Courts; (v) the procedure to be followed in order to Opt Out of the Proceedings before the Opt Out Deadline; (vi) directing Class Members to the Settlement Website; and (vii) providing instructions for contacting Class Counsel. Attached as Schedule B is the proposed Notice of Certification and Settlement Approval Hearing.
- 5.2 Within thirty (30) days following the First Orders, the Notice of Certification and Settlement Approval Hearing shall be disseminated in English or in French, depending, pursuant to the following:
- (a) Once in the form of an approximately 1/3 of a page advertisement in the weekday edition of the nationally distributed editions (where applicable) of the following newspapers: Globe & Mail, National Post, La Presse, Montreal Gazette, Toronto Star, and Vancouver Sun.

- (b) Posting on the Settlement Website and on Class Counsel's website, Facebook, and Twitter pages (if Class Counsel maintains Facebook and Twitter pages).
- 5.3 All costs associated with the publication of the Notice of Certification and Settlement Approval Hearing shall be paid from the Settlement Amount. Class Counsel shall obtain cost quotes from the various newspapers and submit them to Defence Counsel for approval, such approval not to be unreasonably withheld. If approved, Class Counsel shall then pay for the newspaper publications and submit the invoices to Defence Counsel for repayment. The Defendant will pay to Class Counsel the entire amount of these invoices with taxes no later than thirty (30) days following receipt of such invoices.
- 5.4 Google may choose to issue its own press release, the timing and content of which shall be at their sole discretion and expense.
- 5.5 The Parties agree that any additional notice to Class Members informing them of the Settlement Approval is not necessary, given that the Settlement Amount will be paid as a Cy Pres Donation. As a result, the Parties will propose to the Courts that the Notice of Certification and Settlement Approval Hearing shall be the only notice to Class Members.
- 5.6 However, should any of the Courts require that both a Notice of Certification and Settlement Approval Hearing and an additional notice be published, the Parties agree to publish a second notice following the issuance of the Final Orders, which costs shall be paid from the Settlement Amount and the terms of payment shall follow the same procedure as for the Notice of Certification and Settlement Approval Hearing.

## Section 6 Objections

- 6.1 Class Members shall have the right to appear and show cause if they have any reason why the terms of this Settlement Agreement should not be granted approval. Objections, including all briefs or other papers or evidence in support thereof, should be in writing and served on Class Counsel at least fifteen (15) days prior to any Approval Hearings at which they are seeking to appear. Class Counsel will provide Defence Counsel with copies of all Objections and other materials received from Class Members within five (5) business days of receipt.
- 6.2 Class Members may object either on their own or through a lawyer hired at their own expense. No Class Members represented by a lawyer shall be deemed to have objected to the Settlement Agreement unless the Objection is signed by the Class Members himself or herself.
- 6.3 Any Objection regarding or related to the Settlement Agreement should contain: (i) a caption or title that identifies it as Objection to the Settlement Agreement; (ii) information sufficient to identify and contact the objecting Class Member (or his or her lawyer, if any), including name, address, email address and telephone number; (iii) a clear and concise statement of the Class Member's Objection, and the legal grounds on

which the Objection is based; and (iv) sufficient evidence to establish, to the satisfaction of the Court, the basis for his or her standing as a Class Member.

- 6.4 Any objecting Class Members who wish to appear before the Courts at any Approval Hearings, whether in person or through a lawyer, should send a notice of intention to appear in writing and ensure that such notice of intention to appear be served on Class Counsel at least ten (10) days prior to the Approval Hearings at which they wish to appear, and Class Counsel will provide such notice of intention to Defence Counsel forthwith. Such notice of intention to appear should include the name, address, and telephone number of the Class Member and any lawyer who will appear on his or her behalf.

### Section 7 **Opt-Outs**

- 7.1 Any Class Member who does not wish to participate in this Settlement must write to Class Counsel stating an intention to be excluded from the Proceedings. Class Members who want to opt out must complete the Opt Out Form attached as Schedule C, and send it via prepaid mail or e-mail to Class Counsel. The envelope containing the Opt Out Form sent to the Class Counsel must be postmarked no later than the last day of the Opt Out Deadline, which is 45 days after the publication of the Notice of Certification and Settlement Approval Hearing. The Opt Out Form must be personally signed by the person who wishes to opt out. So-called "mass" or "class" opt-outs shall not be allowed.
- 7.2 Class Members who want to opt out and who are also residents of Quebec must, in addition to complying with Section 7.1 above, do so by giving notice to the Clerk of the Superior Court of Quebec by the Opt Out Deadline and in the manner prescribed by the Code of Civil Procedure, as well as complete the Opt Out Form and file it with Class Counsel by the Opt Out Deadline.
- 7.3 Any Class Member who does not Opt Out of the Proceedings has the right to object to the Settlement. Any Class Member who wishes to object must timely submit an Objection, as provided for in this Settlement Agreement. If a person who would otherwise be a Class Member submits both an Objection and an Opt Out, he or she shall be deemed to have complied with the terms of the Opt Out procedure, and shall not be bound by the Settlement Agreement, if approved by the Court.
- 7.4 Within fifteen (15) days after the expiration of the Opt Out Deadline, Class Counsel shall provide Defence Counsel with a copy of every Opt Out form received by Class Counsel.
- 7.5 Upon the Final Orders becoming final, every Class Member shall be bound by the terms of the Settlement Agreement.

### Section 8 **Settlement Approval**

- 8.1 The Parties will use their best efforts to: (1) recommend approval of this Settlement Agreement to the Courts; (2) obtain approval of this Settlement Agreement and to carry

out its terms; (3) support the Settlement contemplated by this Settlement Agreement in all public statements, including all statements in the Courts and all statements to the news media; and (4) effectuate the final dismissal with prejudice of the Proceedings as against the Defendant.

- 8.2 The Parties agree to consent to certification or authorization in the BC Court, the Ontario Court and the Quebec Court solely for settlement purposes.
- 8.3 The First BC Order, the First Ontario Order, and the First Quebec Order shall
  - (a) approve the certification or authorization for settlement purposes on consent of the parties, subject to the terms and conditions of this Settlement Agreement, including the Defendant's express reservation of rights to contest certification or authorization of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings; and
  - (b) be substantially in the forms attached hereto as Schedule D, Schedule E, and Schedule F, respectively.
- 8.4 As soon as practicable after execution of this Settlement Agreement, the Plaintiffs shall bring a motion before the BC Court for the First BC Order.
- 8.5 As soon as possible after the First BC Order is granted, the Plaintiffs will bring a motion before the Ontario Court for the First Ontario Order.
- 8.6 As soon as possible after the First BC Order is granted, the Plaintiffs will bring a motion before the Quebec Court for the First Quebec Order.
- 8.7 As soon as practicable after the First BC Order is granted, and if the Settlement Agreement has not been terminated or set aside pursuant to Section 14, the Plaintiffs shall bring a motion before the BC Court to obtain the Second BC Order.
- 8.8 As soon as practicable after the Second BC Order is granted, and if the Settlement Agreement has not been terminated or set aside pursuant to Section 14, the Plaintiffs shall bring a motion before the Ontario Court to obtain the Second Ontario Order.
- 8.9 As soon as practicable after the Second BC Order is granted, and if the Settlement Agreement has not been terminated or set aside pursuant to Section 14, the Plaintiffs shall bring a motion before the Quebec Court to obtain the Second Quebec Order.
- 8.10 The Second BC Order, the Second Ontario Order and the Second Quebec Order shall be substantially in the forms attached hereto as Schedule G, Schedule H, and Schedule I, respectively.
- 8.11 The Second BC Order, the Second Ontario Order and the Second Quebec Order shall, among other things:
  - (a) Approve the Settlement in respect of Class Members on the terms and conditions of this Settlement Agreement;

- (b) Order and declare that the Releasors have fully and finally released the Released Parties from the Released Claims;
- (c) Reserve the Courts' continuing exclusive jurisdiction over the Parties to administer, supervise, construe and enforce this Settlement Agreement; and
- (d) Authorize the Parties to bring such motions to the Courts for directions as may be required until the Effective Date.

8.12 This Settlement Agreement shall only become final on the Effective Date.

#### Section 9 **Class Counsel Fees**

- 9.1 Class Counsel will bring an application to the Courts for approval of Class Counsel Fees, inclusive of all applicable taxes and disbursements. This amount includes any sum that must be reimbursed to the *Fonds d'aide aux actions collectives* as a result of any financial assistance that may have been obtained by the Plaintiffs.
- 9.2 Such Class Counsel Fees are awarded at the discretion of the Courts after hearing from Class Counsel. Class Counsel's applications for approval of Class Counsel Fees will be delivered to Defence Counsel, but Google will not make submissions to the Courts in relation to Class Counsel Fees.
- 9.3 The approval of this Settlement shall not be contingent upon the approval of Class Counsel Fees.
- 9.4 Google shall pay, from the Settlement Amount, Class Counsel Fees to Class Counsel thirty (30) days after the Effective Date.
- 9.5 Class Members who have retained lawyers to assist them shall be responsible for their own legal fees and expenses of such lawyers.

#### Section 10 **Indemnity and Honourarium Award for Representative Plaintiffs**

- 10.1 Each of the Parties and their counsel represent and warrant that they have made no agreement with or promise for the Plaintiffs or any other Class Member to receive any payments or value in respect of the Proceedings or this Settlement Agreement, other than for the Plaintiffs to receive, subject to the approval of the Courts, an indemnity and honourarium award to be determined by the Courts.
- 10.2 Google shall pay this award thirty (30) days after the Effective Date and shall send it to Class Counsel who will then remit this award to the applicable Plaintiffs.

Section 11  
**Releases And Dismissals**

- 11.1 Upon the Effective Date, and for the consideration provided in this Settlement Agreement, the Releasors will fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from and for the Released Claims, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity, any Released Claims or Released Parties.
- 11.2 Without limiting any other provisions herein, each Class Member will be deemed by the Settlement Agreement completely and unconditionally to have released and forever discharged the Released Parties from any and all Released Claims, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and demands whatsoever, whether known or unknown, that were asserted or could have been asserted in the Proceedings that is the subject of this Settlement Agreement or in relation to any of the facts alleged therein.
- 11.3 The Parties agree that each Class Member will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of the Defendant, Released Parties, and/or third-party any claims that relate to or constitute any Released Claims covered by the Settlement Agreement.
- 11.4 The Plaintiffs hereby renounce the benefit of the solidarity (“*joint and several*”) of any and all debtors with the Released Parties with respect to the Released Parties’ actions or omissions.
- 11.5 Upon issuance of the Final Orders, the Releasors shall be deemed to have covenanted and agreed to:
  - (a) forever refrain from instituting, maintaining, or proceeding in any action against the Released Parties with respect to any Released Claims;
  - (b) release and forever discharge the Released Parties from each and every such Released Claim;
  - (c) indemnify and hold harmless the Released Parties from all liability and expenses (including lawyers’ fees) incurred by the Released Parties as the result of a breach of this covenant-not-to-sue by a Class Member. Liability for this indemnification shall be limited solely to the Class Member(s) responsible for breaching the covenant-not-to-sue; and
  - (d) file a motion, and support any motions, seeking immediate dismissal of any claim instituted or currently pending against the Released Parties with respect to the Released Claims.



- 11.6 The Plaintiffs on behalf of themselves and the Class Members, fully understand that if any fact relating to any matter covered by this Settlement Agreement is later found to be other than or different from the facts now believed by Plaintiffs to be true, the Plaintiffs, on behalf of themselves and the Class Members, expressly accept and assume the risk of such possible differences in fact and agree and acknowledge that this Settlement Agreement shall nevertheless remain fully binding and effective.
- 11.7 The Plaintiffs and the Class Members are deemed to understand the meaning and effects of the releases provided in this Settlement Agreement. To this effect, the Plaintiffs declare that they have benefitted, for themselves and for all Class Members, from the legal advice of Class Counsel.

Section 12  
**No Admission Of Liability**

- 12.1 The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute, regulation or law, or of any wrongdoing or liability by the Released Parties or any of them, or of the truth of any of the claims or allegations made in the Proceedings, or in any other pleading filed by the Plaintiffs.
- 12.2 The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

Section 13  
**Termination of Settlement Agreement**

- 13.1 The Parties expressly reserve all their respective rights to the extent that:
- (a) The BC Court declines to substitute Elizabeth Judie Chartrand in place of Kipling Warner as plaintiff in the BC Proceeding;
  - (b) any Court declines to approve this Settlement Agreement or any material part hereof;
  - (c) any Court approves this Settlement Agreement in a materially modified form other than as agreed to by the Parties; or
  - (d) the Second BC Order, the Second Ontario Order or the Second Quebec Order does not become a Final Order.

- 13.2 In the event this Settlement Agreement does not become final for any reason, then within no later than five (5) business days of the Defendant giving written notice to Class Counsel, the Defendant will from that point forward not be responsible for any further payment under the Settlement Agreement. Upon receiving the said notice, Class Counsel shall refrain from making any further payments and return to Defence Counsel any unused funds, as the case may be. However, it is understood that once the costs associated with the publication of the Notice of Certification and Settlement Approval Hearing have been spent, the Defendant will not be entitled to a return of such funds.
- 13.3 Any order, ruling or determination made by any Courts with respect to Class Counsel Fees shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not constitute any basis for the termination of this Settlement Agreement.
- 13.4 If the Settlement Agreement is not approved in its entirety, if approval of any material portion or provision of the Settlement Agreement is reversed or altered on appeal, the Settlement Agreement shall become null and void and the Parties shall be restored to their respective positions in the Proceedings immediately prior to reaching the settlement. In that event, no documents or communications related to the settlement (including the minutes of settlement, and this Settlement Agreement) shall have any effect or be admissible in evidence for any purpose in the Proceedings or in any other proceeding.

Section 14  
**Miscellaneous**

- 14.1 The Preamble and Recitals set out herein are incorporated with and form part of this Settlement Agreement.
- 14.2 The Schedules annexed hereto form part of this Settlement Agreement.
- 14.3 The representations and warranties contained in this Settlement Agreement shall survive its execution and implementation.
- 14.4 Class Counsel or Defence Counsel may apply to the Courts for directions in respect of the implementation and administration of this Settlement Agreement. All motions contemplated by this Settlement Agreement, including applications to the Courts for directions, shall be on notice to the Parties.
- 14.5 The Released Parties have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.
- 14.6 In this Settlement Agreement:
- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and


- (b) the terms “this Settlement Agreement”, “the Settlement Agreement”, “Settlement”, “hereof”, “hereunder”, “herein”, “hereto”, and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement, unless otherwise indicated.
- 14.7 Except as otherwise provided herein, the Parties shall bear their own respective costs.
- 14.8 Each of the Courts shall retain exclusive jurisdiction over the Proceeding commenced in their respective jurisdiction, the Parties thereto and the Class Counsel Fees in those Proceedings.
- 14.9 No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complimentary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.
- 14.10 This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia, but with regard to Class Members of the Ontario Class, this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario, and with regard to Class Members of the Quebec Class, this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec.
- 14.11 The Settlement Agreement constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in the Settlement Agreement. None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.
- 14.12 This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Courts.
- 14.13 Once the Settlement Agreement is approved by the Courts and the approval orders become final, resulting in the Final Orders, this Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiff, Class Members, the Releasers, the Released Parties, and Class Counsel.
- 14.14 This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained or not contained

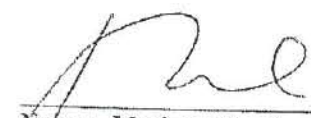
in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.


- 14.15 Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Courts.
- 14.16 The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- 14.17 This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the Civil Code of Quebec, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.
- 14.18 Google shall prepare a French translation of: the Settlement Agreement; all Schedules attached hereto; and all notices pursuant to this Settlement Agreement. The English and French versions of this Settlement Agreement shall be equally authoritative. To the extent of any inconsistency between the English and French versions of this Settlement Agreement, the English version shall take precedence.
- 14.19 Each of the Parties hereby affirms and acknowledges that:
- (a) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
  - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her, or its counsel;
  - (c) he, she, or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
  - (d) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made, or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.
- 14.20 Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.
- 14.21 This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, faxed, or other electronic form provided that it is duly executed.
- 14.22 Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication, or document shall

be provided by email, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

FOR PLAINTIFFS AND FOR CLASS COUNSEL:

  
Name: David Klein  
Klein Lawyers LLP  
Solicitors for Elizabeth Judie Chartrand, Glenn Emond  
and Graeme MacQueen.

  
Name: Mathew Good  
Mathew P Good Law Corporation  
Solicitors for Elizabeth Judie Chartrand, Glenn Emond and  
Graeme MacQueen.

  
Name: Careen Hannouche  
Klein Avocats Plaideurs Inc.  
Solicitors for Sergio Lima

FOR THE SETTLING DEFENDANT AND DEFENCE COUNSEL:

\_\_\_\_\_  
Name: Tracey M. Cohen, Q.C.  
Fasken Martineau DuMoulin LLP  
Solicitors for Google LLC

Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.

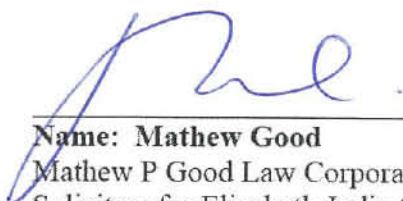
**FOR PLAINTIFFS AND FOR CLASS COUNSEL:**

---

**Name: David Klein**

Klein Lawyers LLP

Solicitors for Elizabeth Judie Chartrand, Glenn Emond  
and Graeme MacQueen.



---

**Name: Mathew Good**

Mathew P Good Law Corporation

Solicitors for Elizabeth Judie Chartrand, Glenn Emond and  
Graeme MacQueen.

---

**Name: Careen Hannouche**

Klein Avocats Plaideurs Inc.

Solicitors for Sergio Lima

**FOR THE SETTLING DEFENDANT AND DEFENCE COUNSEL:**

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Solicitors for Google LLC

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Solicitors for Elizabeth Judie Chartrand, Glenn Emond and  
Graeme MacQueen.



---

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Klein Avocats Plaideurs Inc.  
Solicitors for Sergio Lima

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Klein Lawyers LLP

Solicitors for Elizabeth Judie Chartrand, Glenn Emond  
and Graeme MacQueen.

---

**Name: Mathew Good**

Mathew P Good Law Corporation

Solicitors for Elizabeth Judie Chartrand, Glenn Emond and  
Graeme MacQueen.

---

**Name: Careen Hannouche**

Klein Avocats Plaideurs Inc.

Solicitors for Sergio Lima

**FOR THE SETTLING DEFENDANT AND DEFENCE COUNSEL:**



---

**Name: Tracey M. Cohen, Q.C.**

Fasken Martineau DuMoulin LLP

Solicitors for Google LLC

**Date of Execution**

The Parties have executed this Settlement Agreement as of the date on the cover page.

Schedule A  
**Cy Pres Donation**

1. The Cy Pres Donation will be divided in equal shares (to the extent possible) between the following recipients:
  - a. Law Foundation of British Columbia
  - b. Law Foundation of Ontario
  - c. Fondation du Barreau du Quebec

(collectively, the "Recipients").
2. The Recipients will use the Cy Pres Donation to fund grants for projects in their sole discretion, with a preference given to projects at the intersection of technology and privacy.
3. The Recipients should not use more than 10% of each of their respective shares of the Cy Pres Donation to fund their administrative overhead.
4. The Recipients will provide the following prior to receipt of the Cy Pres Donation:
  - A completed copy of W-8 BEN form from the IRS
  - Bank name and complete address (street, city, postal code)
  - Bank account name
  - Bank account number
  - Routing number
  - Swift Code (a wire payment is our preference as it is most efficient)

## Schedule B

### Notice of Certification and Settlement Approval Hearing (B.C., Ontario and Québec)

#### ***What is this about?***

Class action proceedings have been certified or authorized by the courts of British Columbia, Ontario and Québec alleging that Google LLC (“Google”) breached class members’ privacy and engaged in other unlawful activities related to the collection of identification numbers of cellular towers (“Cell ID”) from nearby Android users.

Between January and December 2017, Google collected and analyzed country and network codes to help maintain a healthy connection between Google servers and Android devices that have the Google Play Services application package installed, thereby improving message timeliness and battery efficiency. It was discovered that those devices also inadvertently transmitted individual Cell IDs to Google. The Cell IDs associated with specific devices were not collected or stored and were immediately discarded except for a very small number of instances where they may have been collected in error logs. Cell IDs collected in error logs were not used to determine the location of Android devices, were generally not associated with any specific Android device or any Android device identifier, and were automatically deleted after fourteen days. The Cell IDs transmitted to Google were not collected, used or retained to track a user’s location. They were not sold to third parties and they were not used by Google to sell advertising.

It is not possible to determine on a person by person basis whether their Cell IDs were collected in error logs, and this is why the settlement is structured as it is, providing funding for specified charities and not individual distribution to potential Class Members.

#### ***Who is included?***

You are a class member in one of the class actions if you are a resident of Canada who used a smartphone running the Android operating system in Canada between January 1, 2017 and December 31, 2017 (collectively, the “Class Members”).

#### ***The settlement***

A national settlement has been reached to resolve all of the Canadian class actions regarding the transmission of Cell ID to Google, subject to the approval of the courts in British Columbia, Ontario and Québec. Google will pay \$1,000,000 in full and final settlement of all claims in the Class Proceedings. The settlement amount less the cost of notice, class counsel fees, any honouraria awarded to the representative plaintiffs and payment to the *Fonds d’aide aux actions collectives*, will be paid to specified charities. There will be no distribution to the Class Members.

#### ***Settlement and fee approval hearings***

Hearings to consider approval of settlement and of claimed counsel fees will be heard by the British Columbia Court in Vancouver on <@> at <@>, the Ontario Court in Toronto on <@> at <@>, and the Québec Court in Montréal on <@> at <@>. Class Counsel will seek court approval of a class counsel fee of 33.33% of the Settlement Amount plus disbursements and applicable GST/PST/HST. Class Members who do not oppose the settlement or class counsel fee are not required to appear at the approval hearings or take any other action.

***Opting out of settlement***

If you do not want to be legally bound by the settlement, you must opt out. To do so, you must complete and submit an Opt-Out Form to Class Counsel by no later than <@>. The manner in which you opt-out is available on the Opt-Out form found on the Settlement Website. Anyone who opts out cannot object to the Settlement, will not be bound by the Settlement Agreement, and may be eligible to pursue an individual claim.

***Objections***

If you choose not to opt out and to stay in the Class, you may object to the Settlement. If you wish to object to this proposed Settlement, you must submit a written objection by prepaid mail, or email to Class Counsel at one of the three addresses noted below by no later than <@>. Residents of Quebec must in addition give notice to the Clerk of the Superior Court of Quebec.

At the approval hearings, the Courts will consider any objections to the proposed settlement by the Class Members if the objections were received in the manner and by the date set out above.

A written objection should include the following information:

- (a) the objector's name, current mailing address, telephone number, and email address;
- (b) the reason why the objector believes that they are a Class Member;
- (c) a brief statement of the nature of and reasons for the objection; and
- (d) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number, and email address of counsel.

***Questions and written objections must be directed to one of:***

Klein Lawyers LLP	Klein Avocats Plaideurs Inc.
400-1385 W 8th Ave	1800-500 Place d'Armes
Vancouver, B.C. V6H 3V9	Montréal, Québec H2Y 2W2
Attn: David Klein	Attn : Careen Hannouche
Phone: 604-874-7171	Phone: 514-764-8362
info@callkleinlawyers.com	channouche@kleinavocats.com

This notice contains a summary of some of the terms of the settlement agreement in the class actions. If there is a conflict between the provisions of this notice and the settlement agreement, including the schedules to the settlement agreement, the settlement agreement shall prevail.

Schedule C  
**Opt Out Form**

Class Members are bound by the terms of the Settlement Agreement, unless they opt out of the class action.

If you opt-out, you should be aware that there are strictly enforced time limits within which you must take formal legal action to pursue your own claim. By opting-out, you will take full responsibility for taking all necessary legal steps to protect your claim.

If you wish to opt-out, you must complete and submit an Opt Out Form found on the Settlement Website at [www.https://www.callkleinlawyers.com/class-actions/current/warnervgoogle](https://www.callkleinlawyers.com/class-actions/current/warnervgoogle) no later than <@>, 2019, to any one of the three following addresses:

Mathew P Good Law Corporation  
204-1650 Duranleau Street  
Vancouver, B.C. V6H 3S4  
Attn: Mathew Good

Phone: 604-363-6295

mat@godbarrister.com

Klein Lawyers LLP  
400-1385 W 8th Ave  
Vancouver, B.C. V6H 3V9  
Attn: David Klein

Phone: 604-874-7171

info@callkleinlawyers.com

Klein Avocats Plaideurs Inc.  
1800-500 Place d'Armes  
Montréal, Québec H2Y 2W2  
Attn : Careen Hannouche  
Phone: 514-764-8362  
channouche@kleinavocats.cc

Class Members who want to opt out and who are residents of Quebec must IN ADDITION give notice to the Clerk of the Superior Court of Quebec at the following address:

Clerk of the Superior Court of Quebec  
Montreal Courthouse  
1, Notre-Dame Street East  
Montreal (Quebec) H2Y 1B6  
Court file no. 500-06-000941-183

Schedule D  
**First British Columbia Order**

No. S-1711066  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ELIZABETH JUDIE CHARTRAND

PLAINTIFF

AND:

GOOGLE LLC

DEFENDANT

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

**ORDER**

**ON THE APPLICATION OF THE PLAINTIFF** coming on for hearing before the Honourable Mr. Justice Voith at the Courthouse at 800 Smithe Street, Vancouver, British Columbia; and on hearing David A. Klein and Mathew P. Good, for the plaintiff; and Tracey M. Cohen, Q.C. and Andrew Borrell for the defendant;

**ON READING** all materials filed and on hearing the submissions of counsel for the parties,

**AND ON BEING ADVISED** that all parties consent to the Order:

1. **THIS COURT ORDERS** that all capitalized terms in this Order have the same meaning as defined in such Settlement Agreement attached as Schedule "A" to this Order.
2. **THIS COURT ORDERS** that this action be and is hereby certified as a class proceeding for settlement purposes pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50, as amended.

3. **THIS COURT ORDERS** that the class be and is hereby defined as:  
  
all Canadian residents who used a smartphone running the Android operating system in Canada between January 1, 2017 and December 31, 2017, except persons included in the Ontario Class, the Quebec Class and any person who opts out of any of the Proceedings or are otherwise excluded under the definition of "Class Members or Class".
  4. **THIS COURT ORDERS** that Elizabeth Judie Chartrand be and is hereby appointed as the Representative Plaintiff for the class.
  5. **THIS COURT ORDERS** that the question of whether between January 1, 2017 and December 31, 2017 Class Members' Cell ID was transmitted to Google and, as a result, Google breached any right protected under common law or under any federal or provincial legislation is certified for the purposes of this Settlement only as a common issue.
  6. **THIS COURT ORDERS THAT** any member of the class who wishes to opt out of the class must do so in writing in the form attached as Schedule B, in accordance with the procedure set out in the Settlement Agreement.
  7. **THIS COURT ORDERS** that the form of the Notice of the Settlement Approval Hearing as attached at Schedule B to the Settlement Agreement is approved.
  8. **THIS COURT ORDERS** that the method of disseminating notice as provided for in the Settlement Agreement is approved.
  9. **THIS COURT ORDERS** that the settlement approval hearing shall occur on a date 61 days after Notice is published in accordance with the Settlement Agreement.
  10. **THIS COURT ORDERS** that the above provisions be effective as at the date of this Order but only if the Settlement Agreement is not terminated according to its terms.
  11. **THIS COURT ORDERS** that there be no costs of this motion.
-

Schedule E  
First Ontario Order

Court File No. CV-18-590521

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) \_\_\_\_\_ day, the \_\_\_\_\_  
JUSTICE )  
 ) day of \_\_\_\_\_, 2019

B E T W E E N:

GLENN EMOND and GRAEME MACQUEEN

Plaintiffs

- and -

GOOGLE LLC

Defendant

Proceeding under the *Class Proceedings Act*, 1992, S.O. 1992, c.6

**ORDER**

**THIS MOTION** made by the parties seeking approval of the settlement of this action, was heard this day at the Court.

**ON READING** all materials filed and on hearing the submissions of counsel for the parties,

**AND ON BEING ADVISED** that all parties consent to the Order:

1. **THIS COURT ORDERS** that all capitalized terms in this Order have the same meaning as defined in such Settlement Agreement attached as Schedule "A" to this Order.
2. **THIS COURT ORDERS** that this action be and is hereby certified as a class proceeding for settlement purposes pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c. 6, as amended.
3. **THIS COURT ORDERS** that the class be and is hereby defined as:

all Ontario residents who used a smartphone running the Android operating system in Canada between January 1, 2017 and December 31, 2017, except



persons included in the BC Class, the Quebec Class and any person who opts out of any of the Proceedings or are otherwise excluded under the definition of “Class Members or Class”.

4. **THIS COURT ORDERS** that Glenn Emond and Graeme MacQueen be and are hereby appointed as the Representative Plaintiffs for the class.
5. **THIS COURT ORDERS** that the question of whether between January 1, 2017 and December 31, 2017 Class Members’ Cell ID was transmitted to Google and, as a result, Google breached any right protected under common law or under any federal or provincial legislation for the purposes of this Settlement only is certified as a common issue.
6. **THIS COURT ORDERS THAT** any member of the class who wishes to opt out of the class must do so in writing in the form attached as Schedule B, in accordance with the procedure set out in the Settlement Agreement.
7. **THIS COURT ORDERS AND DECLARES** that the form of the Notice of the Settlement Approval Hearing as attached at Schedule B to the Settlement Agreement is approved.
8. **THIS COURT ORDERS AND DECLARES** that the method of disseminating notice as provided for in the Settlement Agreement is approved.
9. **THIS COURT ORDERS AND DECLARES** that the settlement approval hearing shall occur on a date 61 days after Notice is published in accordance with the Settlement Agreement.
10. **THIS COURT ORDERS THAT** the above provisions be effective as at the date of this Order but only if the Settlement Agreement is not terminated according to its terms.
11. **THIS COURT ORDERS THAT** there be no costs of this motion.

---

Schedule F  
**First Quebec Order**

**CANADA**

**PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL  
LOCALITY OF MONTRÉAL**

(Class Actions)  
SUPERIOR COURT

---

No: 500-06-000941-183

**SERGIO LIMA**

Applicant

v.

**GOOGLE LLC**

Defendant

---

**PRESIDED BY THE HONOURABLE JUSTICE THOMAS M. DAVIS OF THE  
SUPERIOR COURT OF QUEBEC, DISTRICT OF MONTREAL**

**JUDGEMENT**

1. CONSIDERING the Applicant's Application for authorization to institute a class action and to obtain the status of representative;
2. CONSIDERING the Applicant's application to approve the form and content of the Notice of the Settlement Approval Hearing for approval of the method of dissemination of notifying class members of the Settlement Agreement, and to approve the form and content of the Opt-Out Form (together, the "Application");
3. CONSIDERING the material filed in the Court record, including the National Canadian Class Action Settlement Agreement dated [NTD fill in], and upon hearing submissions of counsel for the Applicant and the Defendant;
4. CONSIDERING that this Court is of the opinion that, for settlement purposes only, the Applicant's Application for authorization to institute a class action and to obtain the status of representative complies with articles 574 and 575 C.C.P.;
5. CONSIDERING that the Defendant consents to this Judgment for the purpose of Settlement Approval only;
6. CONSIDERING that such consent will be withdrawn or deemed to have never been given if the Settlement Agreement, Exhibit A, is not ultimately approved;

**FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:**

7. GRANT the present Application;
8. ORDER that, except as otherwise specified in, or as modified by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;
9. AUTHORIZE the bringing of a class action pro forma against the Defendant Google LLC for the purpose of settlement approval only, subject to the terms of the Settlement Agreement, Schedule A;
10. APPOINT, for the purpose of settlement only, the Applicant as the representative plaintiff of the following class:

All Quebec residents who used a smartphone running the Android operating system in Canada between January 1, 2017 and December 31, 2017, except persons included in the Ontario Class, the BC Class and any person who opts out of any of the Proceedings or are otherwise excluded under the definition of "Class Members or Class".
11. IDENTIFY, for the purpose of settlement only, the following issue to be dealt with collectively:

Did the Defendant breach any right protected under common law or under any federal or provincial legislation when between January 1, 2017 and December 31, 2017 Class Members' Cell ID was transmitted to Google?
12. ORDER that the Approval Hearing is to be held on a date 61 days after Notice is published in accordance with the Settlement Agreement at:

\_\_\_\_\_, in room **XX** at the Montreal Courthouse, 1, Notre-Dame Street East (the "Settlement Approval Hearing"), at which time this Court will be asked to decide:

  - a) whether to approve the Settlement Agreement as fair, reasonable and in the best interest of the Class Members;
  - b) whether Class Counsel's application for fees, disbursements and applicable taxes should be granted;
  - c) whether to grant an indemnity and honourarium award to the Class Representative; and
  - d) any other matters as the Court may deem appropriate;
13. APPROVE the form and content of the Notice of the Settlement Approval Hearing, substantially in the form as set forth in Schedule B to the Settlement Agreement;

14. ORDER that the Notice of the Settlement Approval Hearing shall be published and disseminated substantially in accordance with the terms as set forth in the Settlement Agreement;
15. DECLARE that the form and manner of Notice of the Settlement Approval Hearing as approved herein represents fair and reasonable notice to all persons entitled to notice of the authorization and Settlement Approval Hearing;
16. ORDER that, in accordance with the terms of the Settlement Agreement, the costs associated with the Notice of the Settlement Approval Hearing shall be paid from the Settlement Amount;
17. ORDER that the date and time of the Settlement Approval Hearing shall be set forth in the Notice of the Settlement Approval Hearing, but may be subject to adjournment by the Court without further publication notice to the Class Members other than such notice which will be posted on the Settlement Website;
18. APPROVE the form and content of the Opt-Out Form, substantially in the form as set forth in Schedule C to the Settlement Agreement;
19. ORDER that persons who would otherwise be Class Members may exclude themselves from this proceeding by sending a fully completed Opt-Out Form, in the manner provided for in the pre-approval notices, no later than forty-five (45) days following the dissemination of the Notice of the Settlement Approval Hearing;
20. SET the deadline for Class Members to object to the Settlement Agreement as no later than 15 days before the Settlement Approval Hearing;
21. ORDER that a copy of this Judgment shall be posted on the Settlement Website;
22. THE WHOLE, without legal costs.

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**THOMAS M. DAVIS, J.S.C.**

Schedule G  
**Second British Columbia Order**

No. S-1711066  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ELIZABETH JUDIE CHARTRAND

PLAINTIFF

AND:

GOOGLE LLC

DEFENDANT

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

**ORDER**

**ON THE APPLICATION OF THE PLAINTIFF** coming on for hearing before the Honourable Mr. Justice Voith at the Courthouse at 800 Smithe Street, Vancouver, British Columbia; and on hearing David A. Klein and Mathew P. Good, for the plaintiff; and Tracey M. Cohen, Q.C. and Andrew Borrell for the defendant;

**ON READING** all materials filed and on hearing the submissions of counsel for the parties,

**AND ON BEING ADVISED** that all parties consent to the Order:

1. **THIS COURT ORDERS** that the terms of settlement reached between the parties as set out in the Settlement Agreement attached as Schedule "A" to this Order are hereby approved and that all capitalized terms in this Order have the same meaning as defined in such Settlement Agreement.
2. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.

3. **THIS COURT ORDERS AND DECLARES** that, in accordance with the Settlement Agreement, this proceeding is certified on consent as a class proceeding, subject to the terms and conditions of this Settlement Agreement, including the Defendant's express reservation of rights to contest certification or authorization of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings.
  4. **THIS COURT ORDERS AND DECLARES** that the Releasors have fully and finally released the Released Parties from the Released Claims.
  5. **THIS COURT ORDERS AND DECLARES** that this Court retains continuing exclusive jurisdiction over the BC Class to administer, supervise, construe and enforce this Settlement Agreement.
  6. **THIS COURT ORDERS AND DECLARES** that the parties may bring such motions to this Court for directions as may be required until the Effective Date
  7. **THIS COURT ORDERS** that the Action will be dismissed without costs following the full implementation of the terms established by the Settlement Agreement.
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Schedule H  
Second Ontario Order

Court File No. CV-13-18-590521

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) \_\_\_\_\_ day, the \_\_\_\_\_  
JUSTICE )  
) day of \_\_\_\_\_, 2019

B E T W E E N:

GLENN EMOND and GRAEME MACQUEEN

Plaintiffs

- and -

GOOGLE LLC

Defendant

Proceeding under the *Class Proceedings Act*, 1992, S.O. 1992, c.6

**ORDER**

**THIS MOTION** made by the parties seeking approval of the settlement of this action, was heard this day at the Court.

**ON READING** all materials filed and on hearing the submissions of counsel for the parties,

**AND ON BEING ADVISED** that all parties consent to the Order:

1. **THIS COURT ORDERS** that the terms of settlement reached between the parties as set out in the Settlement Agreement attached as Schedule "A" to this Order are hereby approved and that all capitalized terms in this Order have the same meaning as defined in such Settlement Agreement.
2. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS AND DECLARES** that, in accordance with the Settlement Agreement, this proceeding is certified on consent as a class proceeding, subject to the

terms and conditions of this Settlement Agreement, including the Defendant's express reservation of rights to contest certification or authorization of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings.

4. **THIS COURT ORDERS AND DECLARES** that the Releasors have fully and finally released the Released Parties from the Released Claims.
5. **THIS COURT ORDERS AND DECLARES** that this Court retains continuing exclusive jurisdiction over the Ontario Class to administer, supervise, construe and enforce this Settlement Agreement.
6. **THIS COURT ORDERS AND DECLARES** that the Parties may bring such motions to this Court for directions as may be required until the Effective Date
7. **THIS COURT ORDERS** that the Action will be dismissed without costs following the full implementation of the terms established by the Settlement Agreement.



Schedule I  
Second Quebec Order

**CANADA**

**PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL  
LOCALITY OF MONTRÉAL**

(Class Actions)  
SUPERIOR COURT

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No: 500-06-000941-183

**SERGIO LIMA**

Applicant

v.

**GOOGLE LLC**

Defendant

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**PRESIDED BY THE HONOURABLE JUSTICE THOMAS M. DAVIS OF THE  
SUPERIOR COURT OF QUEBEC, DISTRICT OF MONTREAL**

**JUDGEMENT APPROVING THE SETTLEMENT AGREEMENT**

**CONSIDERING THE FOLLOWING:**

1. The Applicant's Application for authorization to institute a class action and to obtain the status of representative and the Applicant's Application to approve the Settlement Agreement, Class Counsel Fees and the Plaintiff's indemnity and honorarium award (the "Application");
2. The settlement entered into between the Applicant and the Defendant as reflected in the Settlement Agreement;
3. The appropriate notice was published in French and in English and that no opposition was filed;
4. The material filed in the Court record and the submissions of counsel for the Applicant and counsel for the Defendant;
5. This Court is of the opinion that the Settlement Agreement reached between the parties is fair, reasonable and in the best interest of Class Members and complies with articles 590 and 593 C.C.P.;
6. The importance of providing for an indemnity payable to the Applicant for his key contribution to the present class action;

7. The parties' joint request to approve the Settlement Agreement, the absence of opposition to such request and the submissions of the Fonds d'aide aux actions collectives;

**FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:**

8. ORDER that, except as otherwise specified in, or as modified by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;
9. ORDER and DECLARE that the Settlement Agreement (including its Preamble and its Schedules), under reserve of the modifications ordered below concerning the payment to the Applicant and to Class Counsel:
  - a) is fair, reasonable and in the best interests of the Class Members;
  - b) is hereby approved pursuant to articles 590 and 593 C.C.P.; and
  - c) shall be implemented in accordance with all of its terms;
10. ORDER that the Settlement Amount set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Defendant under the Settlement Agreement;
11. DECLARE that the Settlement Agreement constitutes a transaction in conformity with article 2631 of the *Civil Code of Quebec* which is binding upon all parties and all Class Members who have not excluded themselves in a timely manner;
12. DECLARE that all Class Members, unless they opted out prior to the Opt-Out Deadline, shall be deemed to have elected to participate in the Settlement and shall be bound by the Settlement Agreement and this Judgment;
13. APPROVE the payment to Class Counsel of its extrajudicial fees and disbursements;
14. APPROVE the payment to the Applicant of his indemnity and honourarium award;
15. CONFIRM that no notice of the said judgment has to be published considering that there cannot be any individual liquidation to Class Members in the present matter;
16. ORDER that the levies for the *Fonds d'aide aux actions collectives* as provided for in the Settlement Agreement be remitted according to the *Loi sur le Fonds d'aide aux actions collectives* and the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives*;
17. ORDER that a copy of this Judgment shall be posted on the Settlement Website;
18. THE WHOLE, without legal costs.

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**THOMAS M. DAVIS, J.S.C.**