

No. S-203879

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GABRIEL GUESE

PLAINTIFF

AND:

ZOOM VIDEO COMMUNICATIONS, INC.

DEFENDANT

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

**ORDER MADE AFTER APPLICATION
CONSENT CERTIFICATION**

BEFORE))	
)	THE HONOURABLE JUSTICE MASUHARA)	April 24, 2023
))	
))	

ON THE APPLICATION of the Plaintiff coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on April 24, 2023 and on hearing Angela Bespflug, Janelle O'Connor and Caitlin Ohama-Darcus, counsel for the Plaintiff; Jill Yates and Kevan Hanowski, counsel for the Defendant; on reading the Application Record of the Plaintiff, including the settlement agreement with the Defendant dated March 27, 2023, attached to this order as **Schedule "A"** (the "**Settlement Agreement**"); and on being advised that the Plaintiff and the Defendant consent to this Order;

THIS COURT ORDERS that:

1. For the purposes of settlement, the proceeding is certified as a class proceeding under the *Class Proceedings Act*, RSBC 1996, c. 50.
2. In addition to any terms defined herein, the definitions in the Settlement Agreement are incorporated into this Order.
3. The Settlement Class is defined as follows:

Persons residing in Canada who had a registered Zoom Meetings user account or a paid Zoom Meetings subscription as of June 30, 2020 and who:

- i. registered, used, opened, or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020; or
- ii. paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020,

but excluding Enterprise and Business Subscribers as of June 30, 2020 and End User Accounts associated with Enterprise and Business Subscribers as of June 30, 2020; and excluding any member of the judiciary presiding in this proceeding.
(the "**Settlement Class**" or "**Settlement Class Members**")

Capitalized terms in the Settlement Class definition have the following meanings:

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

"Enterprise and Business Subscribers" means purchasers of Zoom Meetings licenses for the "Enterprise," "Business," or "Business Plus" levels of Zoom's pricing plans (as opposed to other account types, including "Basic" or "Pro" levels (see [<https://zoom.us/pricing>])), plus any purchaser of 100 or more Zoom Meetings licenses.

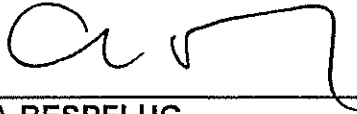
"End User Account" means a Zoom Meetings user account that belonged to, was controlled by, or was provisioned by a person paying for a Zoom Meetings subscription.

4. The Plaintiff, Gabriel Guese, is appointed as the Representative Plaintiff for the Settlement Class.

5. The nature of the claims asserted on behalf of the Settlement Class include claims in negligence, breach of contract, intrusion upon seclusion, breach of confidence, negligent misrepresentation, unjust enrichment, breach of various Privacy Acts, and breach of consumer protection legislation.
6. The Settlement Class claims damages and restitution for various causes of action.
7. The following common issues are certified for settlement purposes:
 1. Did Zoom engage in, or fail to prevent, unauthorized sharing of users' information with third parties through incorporation of software development kits in the Zoom application?
 2. Did Zoom engage in, or fail to prevent, unauthorized sharing of users' information with third parties through third-party developers' development and deployment of apps that integrate with Zoom's products?
 3. Did Zoom make any misrepresentations regarding the end-to-end encryption features of the Zoom Meetings application?
 4. In relation to (1) to (3), if the answer is yes, did Zoom breach any legal obligations that it owed to the Settlement Class?
8. RicePoint Administration Inc. is appointed as Claims Administrator.
9. The Settlement Class shall be given notice of the certification of this proceeding for settlement purposes, the opt-out process, and the settlement approval hearing. The short-form and long-form notices are approved in substantially the form set out in **Schedule "B"** and **Schedule "C"** to this Order (collectively, the "**Notices**").
10. The plan for dissemination of the Notices is approved in the substantially the same form attached to this Order as **Schedule "D"** (the "**Notice Plan**"), which includes both direct and indirect notice to the Settlement Class. The Notices shall be disseminated substantially in accordance with the Notice Plan.

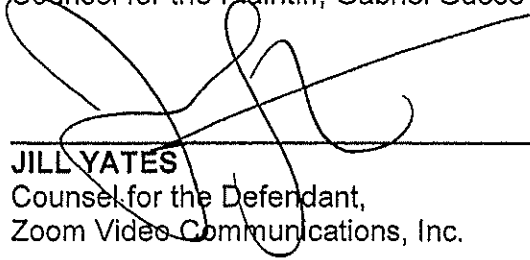
11. In order to enable the Claims Administrator to administer the Settlement Agreement, including to provide notice to the Settlement Class Members and to calculate claims and payments, the Defendant shall deliver to the Claims Administrator, as soon as practicable following the pronouncement of this order, all names, email addresses, billing addresses, and information sufficient for the Claims Administrator to calculate claims under the Distribution Protocol for all persons that Zoom's records reasonably indicate are likely to be members of the Settlement Class (the "**Settlement Class Information**"). Because the Settlement Class Information will be provided to the Claims Administrator solely to enable the Claims Administrator to administer the Settlement Agreement, including to provide notice to Settlement Class Members and to calculate claims and payments, the Claims Administrator will execute a confidentiality and non-disclosure agreement with Defendant, Defendant's Counsel, and Class Counsel and will ensure that any information provided to it by Settlement Class Members, Class Counsel, Defendant's Counsel, or the Defendant will be secure and used solely for the purpose of administering the Settlement Agreement.
12. The costs of issuing the Notices shall be deducted from the Settlement Amount.
13. Members of the Settlement Class may opt out of this proceeding by complying with the Opt-Out Procedure prescribed by section 5 of the Settlement Agreement and described in the Notices. No person may opt out of this proceeding after the Opt-Out Deadline, being 30 days from the first publication of the Notices.
14. The Opt-Out Form is approved in substantially the same form as attached to this Order as **Schedule "E"**.
15. Any member of the Settlement Class who opts out of this proceeding in accordance with the Opt-Out Procedure and prior to the Opt-Out Deadline shall be excluded from the Settlement Class and the proceeding. Any member of the Settlement Class who does not opt out of this proceeding in accordance with the Opt-Out Procedure, or otherwise with leave of this Court, shall be bound by the outcome of this proceeding, including the Settlement Agreement.

16. Murphy Battista LLP and Collette Parsons Corrin LLP are hereby appointed as class counsel for the Settlement Class.



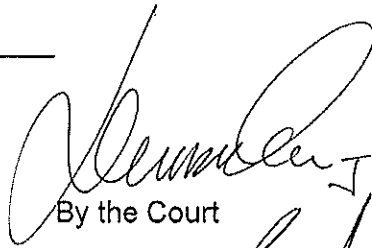
ANGELA BESPFLUG

Counsel for the Plaintiff, Gabriel Guese

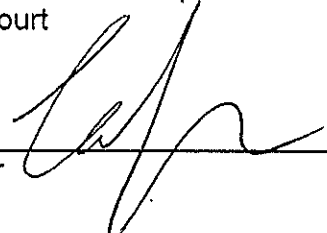


JILL YATES

Counsel for the Defendant,
Zoom Video Communications, Inc.



By the Court



Registrar



SCHEDULE "A"

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Made on March 27, 2023
(the "Execution Date")

Between

GABRIEL GUESE
(the "Plaintiff")

AND

ZOOM VIDEO COMMUNICATIONS, INC.
(the "Defendant" or "Zoom")

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RECITALS

- A. WHEREAS the Plaintiff in the Proceeding filed claims culminating in the Amended Notice of Civil Claim on January 23, 2023 (the "Proceeding"). The Proceeding advances four theories of alleged conduct by Zoom: (i) alleged unauthorized sharing of users' information with Facebook through the incorporation of Facebook's software development kit in the iOS Zoom application; (ii) alleged unauthorized sharing of users' information with Google through the incorporation of Google's Firebase Analytics software development kit in the Android Zoom application; (iii) unauthorized sharing of users' information with third parties through third-party developers' development and deployment of apps that integrate with Zoom's products; and (iv) alleged misrepresentations that Zoom provided end-to-end encryption at a time when the Plaintiff alleges that Zoom did not;
- B. WHEREAS Zoom has entered into a class-action settlement with respect to similar claims brought against it in the United States in a matter entitled In Re: Zoom Video Communications, Inc. Privacy Litigation, Case No. 5:20-cv-02155 (N.D. Cal.), which was preliminarily approved by the Court on October 21, 2021 and that was finally approved by that court on April 21, 2022
- C. WHEREAS as part of the U.S. settlement Zoom has agreed to monetary relief and injunctive relief, including requirements related to (i) meeting security, (ii) privacy disclosures and notifications, and (iii) the sharing of user data with third-party providers of software development kits and third-party developers.
- D. AND WHEREAS the Defendant denies that it has engaged in any wrongdoing and denies all claims asserted by the Plaintiff in the Proceeding. This Settlement Agreement shall in no event be construed or deemed to be evidence of or an admission, presumption or concession on the part of the Defendant of any fault, liability, or wrongdoing as to any facts or claims asserted in the Proceeding (or any infirmity in the defenses it has asserted or could assert in the Proceeding), or any other actions or proceedings, and shall not be interpreted, construed, offered, or received in evidence or otherwise used against the Defendant in any other action or proceeding, in this jurisdiction or elsewhere, whether civil, criminal or administrative;
- E. AND WHEREAS the Parties, each represented by independent and competent legal counsel, have conducted sustained, good-faith negotiations in an effort to resolve the issues raised in this proceeding and after these extensive arms-length negotiations, the Parties reached an agreement in principle to settle on the terms and conditions embodied in this Settlement Agreement.
- F. AND WHEREAS the Plaintiff and the Defendant are entering into this Settlement Agreement in order to achieve a full and final resolution of all claims asserted or which could have been asserted against the Defendant by the Plaintiff or the Class in the Proceeding.
- G. AND WHEREAS 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 claims made by the Plaintiff and Class, having regard to the burdens and expense in prosecuting the Proceeding, including the time, risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, have

concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.

- H. AND WHEREAS the Parties acknowledge that the Settlement is contingent on approval by the Court as provided for in this Settlement Agreement, and entered into with the express understanding that this Settlement shall not derogate from the respective rights of the Parties relating to the Proceeding in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason.
- I. AND WHEREAS for the purposes of settlement only and contingent on approval by the Court as provided for in this Settlement Agreement, the Parties consent to certification of the Common Issues and the Settlement Class solely for the purpose of implementing this Settlement Agreement.

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 Parties that the Proceeding be settled and dismissed on the merits, without costs as to the Plaintiff, the Settlement Class or the Defendant, subject to the approval of the Court, on the following terms and conditions:

1. PREAMBLE AND SCHEDULES

- 1.1.1 The Parties represent to one another that the statements made in the preamble to this Settlement Agreement are true and correct and form an integral part of this Settlement Agreement.
- 1.1.2 The schedules appended to this Settlement Agreement form an integral part of this Settlement Agreement. The schedules to this Settlement Agreement are:
 - (a) Schedule A – Common Issues for Consent Certification Order
 - (b) Schedule B – Distribution Protocol
 - (c) Schedule C – Form of Certification and Notice Approval Order
 - (d) Schedule D – Form of Certification Notice (Short Form)
 - (e) Schedule E – Form of Certification Notice (Long Form)
 - (f) Schedule F – Form of Settlement Approval Order
 - (g) Schedule G – Form of Settlement Approval Notice (Short Form)
 - (h) Schedule H – Form of Settlement Approval Notice (Long Form)

2. DEFINITIONS

- 2.1.1 For the purposes of this Settlement Agreement, including the Recitals and Schedules, the following definitions apply:

- (a) Administration Expenses means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by or on behalf of the Plaintiff or Class Counsel or Claims Administrator or otherwise, for the final approval of this Settlement Agreement and for providing notice to the Class and for administering the Settlement including overseeing the Distribution Protocol, but excluding Class Counsel Fees and Disbursements.
- (b) Claims Administrator means the person or entity appointed by the Court to administer the Settlement Agreement and oversee the Distribution Protocol.
- (c) Class Counsel means Collette Parsons Corrin LLP and Murphy Battista LLP.
- (d) Class Counsel Fees and Disbursements are all fees, disbursements, costs, interest, GST/HST and other applicable taxes or charges of Class Counsel.
- (e) Class Counsel Fees and Disbursements Approval Date means the date when the Court's order approving Class Counsel Fees and Disbursements becomes a Final Order.
- (f) Common Issues means the common issues for the purposes of settlement, which are set out at Schedule A.
- (g) Consent Certification Application means an application for certification of the Common Issues for the purposes of effecting the Settlement.
- (h) Court means the Supreme Court of British Columbia.
- (i) Defendant means Zoom Video Communications, Inc.
- (j) Distribution Protocol means the protocol for the distribution of the Net Settlement Funds approved by the Court. The Parties' proposed form of Distribution Protocol is attached at Schedule B.
- (k) Effective Date means the date when the Final Order has been received from the Court approving this Settlement Agreement.
- (l) End User Account means a Zoom Meetings user account that belonged to, was controlled by, or was provisioned by a person paying for a Zoom Meetings subscription.
- (m) Enterprise and Business Subscribers means purchasers of Zoom Meetings licenses for the "Enterprise," "Business," or "Business Plus" levels of Zoom's pricing plans (as opposed to other account types, including "Basic" or "Pro" levels (see [<https://zoom.us/pricing>])), plus any purchaser of 100 or more Zoom Meetings licenses.
- (n) Final Order means a final judgment or final approval order entered by the Court in respect of the certification of the Proceeding as a class proceeding and the approval of this Settlement Agreement once the time to appeal

such judgment or order (or the time to seek leave to appeal such judgment or order) has expired without any appeal being taken, or if an appeal from the judgment or order is taken, the affirmation of such final judgment or approval order in its entirety, without modification, by the court of last resort to which an appeal of such final judgment or approval order may be taken.

- (o) Net Settlement Funds means the Settlement Amount less Class Counsel Fees and Disbursements, Administration Expenses, and any honorarium for the Plaintiff.
- (p) Notice means the form of notice agreed by the Parties and approved by the Court, which informs the Settlement Class of:
 - (i) the Court's certification of the Proceeding;
 - (ii) the principal elements of the Settlement
 - (iii) the date and location of the hearing of the Settlement Approval Application;
 - (iv) the Opt-Out Procedure;
 - (v) the Opt-Out Deadline
 - (vi) Class Counsel Fees to be requested by Class Counsel; and
 - (vii) the process for objecting to the Settlement or to Class Counsel Fees.
- (q) Notice Approval Application means an application for an order of the Court:
 - (i) approving the form, content and manner of distribution of the Notice;
 - (ii) approving the Opt-Out Procedure;
 - (iii) setting Opt-Out Deadline; and
 - (iv) such other relief as the Parties may request.
- (r) Opt-Out Deadline means the date which is thirty (30) days after the first publication of any form of the Notice.
- (s) Opt-Out Procedure means the procedure fixed by the Court by which any member of the Settlement Class may opt-out of the Proceeding.
- (t) Opt-Out Threshold means more than 5,000 Settlement Class Members opt out of the Proceeding in accordance with the Opt-Out Procedure.
- (u) Other Actions means actions or proceedings, other than the Proceeding, relating to Released Claims commenced by a Settlement Class Member, either before or after the Effective Date.

- (v) Parties means the Plaintiff, on behalf of the Settlement Class Members, and the Defendant.
- (w) Plaintiff means Gabriel Guese.
- (x) Proceeding means British Columbia Court File No. S-203879 (Vancouver Supreme Court Registry).
- (y) Released Claims means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, damages of any kind including compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including the Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute, or in equity, that Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, arising from or relating in any way to the claims alleged and facts stated in the Proceeding, namely:
 - (i) unauthorized sharing of users' information with third-parties through the incorporation of Facebook's software development kit in the iOS Zoom Meetings application;
 - (ii) unauthorized sharing of users' information with third-parties through the incorporation of Google's Firebase Analytics software development kit in the Android Zoom Meetings application;
 - (iii) unauthorized sharing of users' information with third-parties through third-party developers' development and deployment of apps that integrate with Zoom Meetings; and
 - (iv) misrepresentations concerning end-to-end encryption for Zoom Meetings.

including without limitation, any such claims which have been asserted, would have been asserted, or could have been asserted, directly or indirectly, whether in British Columbia or elsewhere, as a result of or in connection with claims for breach of privacy statutes, negligence, intrusion upon seclusion, breach of confidence, breach of contract, unjust enrichment, breach of consumer protection legislation, negligent or fraudulent misrepresentation, or any other cause of action however or wherever arising.

- (z) Releasees means, jointly and severally, individually and collectively, the Defendant and all of its respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future

officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators, trustees and assigns of each of the foregoing.

- (aa) Releasors means, jointly and severally, individually and collectively, the Plaintiff and the Settlement Class Members and their respective predecessors, successors, heirs, executors, administrators, trustees, assigns, counsel and affiliates of any kind.
- (bb) Settlement means the settlement provided for in this Settlement Agreement.
- (cc) Settlement Agreement means this agreement and release, including the recitals and schedules.
- (dd) Settlement Amount means CDN \$2,000,000, which amount is the entirety of the Defendant's liability under this Settlement Agreement.
- (ee) Settlement Approval Application means an application for approval of the Settlement pursuant to s. 35 of the Class Proceedings Act, RSBC 1996, c. 50.
- (ff) Settlement Approval Notice means the notice advising Settlement Class Members that the Settlement has been approved and describing how Class Members can participate in the distribution of the Settlement Benefits.
- (gg) Settlement Benefits means the share of the Net Settlement Funds, if any, available to a Settlement Class Member in accordance with the Distribution Protocol.
- (hh) Settlement Class or Class means all persons in Canada who had a registered Zoom Meetings user account or a paid Zoom Meetings subscription as of June 30, 2020 and who:
 - (i) registered, used, opened, or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020; or
 - (ii) paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020,

but excluding Enterprise and Business Subscribers as of June 30, 2020 and End User Accounts associated with Enterprise and Business Subscribers as of June 30, 2020.
- (ii) Settlement Class Members means a member of the Settlement Class who does not validly opt-out of the Settlement Class in accordance with the Court approved Opt-Out Procedure.
- (jj) Trust Account means a trust account in the name of the Claims Administrator as trustee.

- (kk) "Zoom Meetings App" or "Zoom Meetings Application" means Zoom's software and web-based application known as "Zoom Meetings" or "Zoom Cloud Meetings," as well as third-party applications built using a Zoom software development kit that provide users the ability to access Zoom videoconferencing meetings. For clarity, Zoom Meetings App does not include other Zoom products, such as Zoom Phone, Zoom Video Webinars, OnZoom, or Zoom Events.

3. APPLICATIONS FOR CERTIFICATION AND APPROVAL

3.1 CERTIFICATION AND APPROVAL

- 3.1.1 Following the execution of the Settlement Agreement, and on a timeline as agreed between the Parties, Class Counsel shall bring the Consent Certification Application and the Notice Approval Application (which can be heard concurrently), and the Settlement Approval Application.

3.2 SETTLEMENT CLASS AND COMMON ISSUES

- 3.2.1 The Parties agree that the Proceeding shall be certified as a class proceeding solely for the purpose of seeking approval of this Settlement Agreement by the Court.
- 3.2.2 The Plaintiff agrees that, in the Consent Certification Application, the only common issues that he will seek to have certified are the Common Issues and the only class that he will seek to have certified is the Settlement Class.

3.3 CERTIFICATION WITHOUT PREJUDICE

- 3.3.1 In the event this Settlement Agreement is not approved or is terminated in accordance with its terms, the Parties agree that the prior certification of the Proceeding as a class proceeding against the Defendant for settlement purposes, including the definition of the Settlement Class and the statement of the Common Issue, shall be without prejudice to any position that either of the Parties may later take on any issue in the Proceeding or any other litigation.

3.4 PRE-APPLICATION CONFIDENTIALITY

- 3.4.1 Until the first of the applications required by section 3.1.1 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of counsel for the Defendant and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements) or as otherwise required by law.

4. REQUIRED NOTICES

4.1 NOTICE OF HEARING AND OPT-OUT

- 4.1.1 Following the hearing of the Consent Certification Application and the Notice Approval Application, and upon the Court issuing an order certifying the Proceeding as a class proceeding and approving the Notice, Class Counsel or the Claims Administrator shall disseminate the Notice using a method ordered by the Court.

4.2 NOTICE OF SETTLEMENT APPROVAL

- 4.2.1 Following the hearing of the Settlement Approval Application and upon the Court issuing an order approving the Settlement and upon that order becoming a Final Order, Class Counsel or the Claims Administrator shall disseminate the Settlement Approval Notice using a method ordered by the Court.

5. OPTING OUT

5.1 PROCEDURE

- 5.1.1 As part of the Notice Approval Application, Class Counsel shall seek the Court's approval of the following Opt-Out Procedure:

- (a) Members of the Settlement Class seeking to opt out of the Proceeding must do so within 30 days from the first date of distribution of the Notice, by sending a complete and validly executed written election to opt out to the Claims Administrator, which election must be received on or before the Opt-Out Deadline. The written election to opt out must include the following information:

- (i) the person's name, current address, email address and telephone number; and
- (ii) a statement to the effect that the person wishes to be excluded from the Proceeding.

- 5.1.2 Persons who opt out of the Proceeding shall no longer be part of the Settlement Class and shall have no further right to participate in the Proceeding or to receive any portion of the Settlement Benefits.

- 5.1.3 No person shall be required to pay Settlement Benefits in respect of any Class Member who validly opts out of the Proceeding.

5.2 OPT-OUT REPORT

- 5.2.1 Within 10 business days of the Opt-Out Deadline, the Claims Administrator shall provide the Parties with a report that sets out the names of any persons or entities who have validly opted-out of the Proceeding, along with any other information received from any such persons or entities under section 5.1.1.

5.3 OPT-OUT THRESHOLD

- 5.3.1 If the number of valid opt outs reported by the Claims Administrator exceeds the Opt-Out Threshold, the Defendant will have the option, but not the obligation, to terminate this Settlement Agreement by providing written notice to Class Counsel prior to the hearing of the Settlement Approval Application.

6. PAYMENT AND ADMINISTRATION

6.1 THE SETTLEMENT AMOUNT

- 6.1.1 Within 14 business days of the date of the Final Order, the Claims Administrator shall establish the Trust Account.
- 6.1.2 Within 30 business days of the Final Order, Zoom shall pay the Settlement Amount into the Trust Account.
- 6.1.3 Subject to and following the Final Order approving the Settlement, the Settlement Amount shall be distributed by the Claims Administrator in accordance with this Settlement Agreement, including the Distribution Protocol.

6.2 CLAIMS ADMINISTRATION

- 6.2.1 The Notice Approval Application shall seek the appointment of the Claims Administrator.
- 6.2.2 The Claims Administrator shall not pay any amount from the Trust Account except in accordance with this Settlement Agreement or in accordance with an order of the Court obtained on notice to Class Counsel and the Defendant.

6.3 SETTLEMENT ADMINISTRATION EXPENSES

- 6.3.1 The Claims Administrator shall use the Settlement Amount in the Trust Account to fund the Administration Expenses.
- 6.3.2 The Settlement Class Members shall be responsible for all Administration Expenses, including the costs of the Notice and the Settlement Approval Notice.
- 6.3.3 The Defendant shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees and Disbursements.

6.4 NO FURTHER PAYMENTS

- 6.4.1 The Settlement Amount shall be paid by the Defendant in full satisfaction of the Released Claims against the Releasees.
- 6.4.2 Subject to the Defendant's obligations in this Settlement Agreement and in furtherance of the approval and implementation of this Settlement Agreement, as set out herein, the Releasees shall have no obligation to pay any amount in

addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement.

7. DISTRIBUTION

7.1 DISTRIBUTION PROTOCOL

- 7.1.1 As part of the Settlement Approval Application, Class Counsel will seek an order from the Court approving the Distribution Protocol attached at Schedule B.
- 7.1.2 Subject to any orders issued by the Court, Settlement Class Members shall be eligible for the relief provided in this Settlement Agreement in accordance with the Distribution Protocol.

8. CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

8.1 FEES AND EXPENSES

- 8.1.1 Class Counsel shall bring applications for approval of Class Counsel Fees and Disbursements contemporaneously with the Settlement Approval Application.
- 8.1.2 Class Counsel Fees and Disbursements, Administration Expenses and any honorarium for the Plaintiff shall be paid from the Settlement Amount.
- 8.1.3 Class Counsel Fees and Disbursements may only be paid out of the Trust Account after the Class Counsel Fees and Disbursements Approval Date.
- 8.1.4 The Defendant shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiff's or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.
- 8.1.5 The procedure for, and the allowance or disallowance by the Court of, any request for Class Counsel Fees and Disbursements to be paid out of the Settlement Amount are not part of the Settlement provided for herein, and are to be considered by the Court separately from its consideration of the fairness, reasonableness and adequacy of the Settlement provided herein.

9. RELEASES AND DISMISSALS

9.1 RELEASE OF RELEASEES

- 9.1.1 Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in this Settlement Agreement, the Releasors forever and absolutely release the Releasees from the Released Claims.

9.2 NO FURTHER CLAIMS

- 9.2.1 The Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in British Columbia or elsewhere, on their own behalf or on behalf of any class or any other person or entity, any action, suit, cause of action, claim or demand against any Releasee or any other person or entity who may claim contribution or indemnity, or other claims over relief, from any Releasee in respect of any Released Claims or any matter related thereto.

9.3 DISMISSAL OF THE PROCEEDING

- 9.3.1 On or immediately after the conclusion of the administration of the Settlement, the Proceeding shall be dismissed with prejudice and without costs as against the Releasees.

10. EFFECT OF SETTLEMENT

10.1 NO ADMISSION OF LIABILITY

- 10.1.1 Whether or not this Settlement Agreement 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 or law, or of any wrongdoing or liability by the Defendant, or of the truth of any of the facts or other allegations made in the Proceeding or any other pleading filed by the Plaintiff in relation to the allegations made in the Proceeding.

10.2 AGREEMENT NOT EVIDENCE

- 10.2.1 The Parties agree that, whether or not it 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 referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except on an application to certify the Proceeding as a Class Proceeding, approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

11. ADMINISTRATION AND IMPLEMENTATION

11.1 MECHANICS OF ADMINISTRATION

- 11.1.1 Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement shall be determined by agreement between the Parties, each acting reasonably, or by the Court on applications brought by either Party, where necessary.

11.2 NO LIABILITY FOR ADMINISTRATION

11.2.1 The Releasees have no responsibility for and no liability whatsoever with respect to the mechanics of the implementation and administration of this Settlement Agreement.

11.3 PROVISION OF SETTLEMENT CLASS INFORMATION

11.3.1 In order to enable the Claims Administrator to administer the Settlement Agreement, including to provide notice to the Settlement Class Members and to calculate claims and payments, Zoom shall, if so ordered by the court, deliver to the Claims Administrator all names, email addresses, billing addresses, and information sufficient for the Claims Administrator to calculate claims under the Distribution Protocol for all persons that Zoom's records reasonably indicate are likely to be members of the Settlement Class (the "**Settlement Class Information**").

11.3.2 Because the Settlement Class Information will be provided to the Claims Administrator solely to enable the Claims Administrator to administer the Settlement Agreement, including to provide notice to Settlement Class Members and to calculate claims and payments, the Claims Administrator will execute a confidentiality and non-disclosure agreement with Defendant, Defendant's Counsel, and Class Counsel and will ensure that any information provided to it by Settlement Class Members, Class Counsel, the Defendant's Counsel, or the Defendant will be secure and used solely for the purpose of administering the Settlement Agreement.

12. TERMINATION OF SETTLEMENT AGREEMENT

12.1 RIGHT OF TERMINATION

12.1.1 In the event that:

- (a) the Court declines to approve this Settlement Agreement or any material part hereof;
- (b) the Court issues an order approving this Settlement Agreement that is materially inconsistent with the terms of the Settlement Agreement; or
- (c) the order approving this Settlement Agreement does not become a Final Order,

this Settlement Agreement may be terminated at the election of the Defendant by way of written notice to Class Counsel and, except as provided for in Section 12.4, following termination in accordance with this section, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation

12.1.2 Any order, ruling or determination made by the Court with respect to Class Counsel's fees or with respect to the Distribution Protocol or with respect to the

Opt-Out Procedure shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

- 12.1.3 In the event this Settlement Agreement is terminated in accordance with its terms, the Plaintiff and the Defendant agree that the certification of the Proceeding as a class proceeding for settlement purposes, including the definitions of the Settlement Class and the Common Issues, shall be without prejudice to any position that either Party may later take on any issue in the Proceeding.

12.2 IF SETTLEMENT AGREEMENT TERMINATED

- 12.2.1 If this Settlement Agreement is terminated in accordance with its terms, any order certifying the Proceeding as a class proceeding on the basis of this Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and both Parties shall be estopped from asserting otherwise.

12.3 ALLOCATION OF MONIES IN THE TRUST ACCOUNT FOLLOWING TERMINATION

- 12.3.1 If the Settlement Agreement is terminated in accordance with its terms after the Settlement Amount is paid into the Trust Account, the Claims Administrator shall return to the Defendant all monies remaining in the Trust Account after deduction of Administrative Expenses reasonably incurred up to the date of termination within thirty (30) business days of notice of termination by the Defendant.

12.4 SURVIVAL OF PROVISIONS AFTER TERMINATION

- 12.4.1 If this Settlement Agreement is terminated in accordance with its terms, the provisions of section 12, [Termination], 10 [Effect of Settlement], 3.3 [Certification Without Prejudice] and 13 [Miscellaneous], and the definitions and Schedules applicable thereto, shall survive the termination and continue in full force and effect. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

13. MISCELLANEOUS

13.1 APPLICATIONS FOR DIRECTIONS

- 13.1.1 Class Counsel or the Defendant may apply to the Court for directions in respect of the implementation, interpretation, and administration of this Settlement Agreement.
- 13.1.2 All applications contemplated by this Settlement Agreement shall be on notice to the other Party.

13.2 HEADINGS ETC.

- 13.2.1 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", "hereof", "hereunder" and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

13.3 COMPUTATION OF TIME

13.3.1 In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days or business days, as applicable; and
- (b) only in the case where the time for doing an act expires on a weekend or holiday, the act may be done on the next day that is not a weekend or holiday.

13.4 ONGOING JURISDICTON

13.4.1 The Court shall retain exclusive jurisdiction over the Proceeding, the Parties thereto and the Class Counsel Fees and Disbursements in the Proceeding. The Court's supervisory role and ongoing jurisdiction will end following conclusion of the administration of the Settlement and the final distribution of the Settlement Amount.

13.5 GOVERNING LAW

13.5.1 This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

13.6 ENTIRE AGREEMENT

13.6.1 This Settlement Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and term sheet in connection herewith.

13.7 AMENDMENTS

13.7.1 This Settlement Agreement may not be modified or amended except in writing and on consent of both Parties hereto and any such modification or amendment must be approved by the.

13.8 BINDING EFFECT

13.8.1 This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Defendant, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendant shall be binding upon all of the Releasees.

13.9 COUNTERPARTS

13.9.1 This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and an electronic or facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

13.10 RECITALS

13.10.1 The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

13.11 SCHEDULES

13.11.1 The Schedules annexed hereto form part of this Settlement Agreement.

13.12 NOTICE

13.12.1 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 to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiff:

Gabriel Guese
c/o Collette Parsons Corrin LLP
1750-700 West Georgia Street
Vancouver, BC V7Y 1B6
rparsons@cpclegal.ca

For Class Counsel:

Collette Parsons Corrin LLP
1750-700 West Georgia Street
Vancouver, BC V7Y 1B6
rparsons@cpclegal.ca

and

Murphy Battista LLP
2020-650 West Georgia Street
Vancouver, BC V6B 4N7
bespflug@murphybattista.com
oconnor@murphybattista.com

For the Defendant:

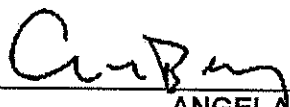
Zoom Video Communications, Inc.
c/o McCarthy Tétrault LLP
Suite 2400, 745 Thurlow Street
Vancouver, BC V6E 0CE
jyates@mccarthy.ca

For Defendant's counsel:

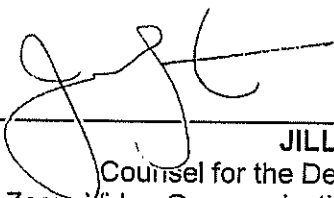
McCarthy Tétrault LLP
Suite 2400, 745 Thurlow Street
Vancouver, BC V6E 0CE
jyates@mccarthy.ca

13.13 DATE OF EXECUTION

13.13.1 The Parties, through their counsel, have executed this Settlement Agreement as of the date on the cover page.



ANGELA BESPFLUG
Counsel for the Plaintiff, Gabriel Guese



JILL YATES
Counsel for the Defendant,
Zoom Video Communications, Inc.

SCHEDULE A – COMMON ISSUES FOR CONSENT CERTIFICATION

1. Did Zoom engage in, or fail to prevent, unauthorized sharing of users' information with third parties through incorporation of software development kits in the Zoom application?
2. Did Zoom engage in, or fail to prevent, unauthorized sharing of users' information with third parties through third-party developers' development and deployment of apps that integrate with Zoom's products?
3. Did Zoom make any misrepresentations regarding the end-to-end encryption features of the Zoom Meetings application?
4. In relation to (1) to (3), if the answer is yes, did Zoom breach any legal obligations that it owed to the Settlement Class?

SCHEDULE B – DISTRIBUTION PROTOCOL

DEFINITIONS

1. The definitions set out in the Settlement Agreement apply to this Distribution Protocol and are incorporated herein.
2. For the purposes of this Distribution Protocol, the following additional definitions apply:
 - a. Registered User Claim means a claim for \$15 filed by a Settlement Class Member who was a registered Zoom user on or before June 30, 2020.
 - b. Subscriber Claim means a claim, filed by a Settlement Class Member who paid Zoom for a Zoom Meetings App subscription, for 15% of the money that the Settlement Class Member paid to Zoom between April 1, 2018 and June 30, 2020, with a minimum claim amount of \$15.
 - c. Claim Deadline means the date that is 180 days from the Effective Date, or such other date is ordered by the Court.

CLAIMS DISTRIBUTION PROCESS

1. The objective of this Distribution Protocol is to distribute the Net Settlement Funds among Settlement Class Members.
2. The Claims Administrator, with the assistance of Class Counsel, shall prepare a claims form that will be used to obtain the information and supporting documentation necessary to verify that persons are Settlement Class Members.
3. A Settlement Class Member may file either a Registered User Claim or a Subscriber Claim, but not both. All Registered User Claims and Subscriber Claims must be filed with the Claims Administrator, using the required claim form, on or before the Claim Deadline.
4. On or before the Claim Deadline, the Claims Administrator will receive and review each claim form and verify that the claiming person is a Settlement Class Member and has a valid Registered User Claim or a valid Subscriber Claim (but not both).
5. The Claims Administrator will not pay any Registered User Claims or Subscriber Claims until after the Claim Deadline. Persons who submit Registered User Claims or Subscriber Claims after the Claim Deadline shall not receive any amount of the Net Settlement Funds.
6. Each Settlement Class Member that files a valid Registered User Claim with the Claims Administrator on or before the Claim Deadline shall be entitled to a payment of \$15 except as provided in paragraph 8.
7. Each Settlement Class Member that files a valid Subscriber Claim with the Claims Administrator on or before the Claim Deadline shall be entitled to receive a payment equal to 15% of the money that the claimant paid to Zoom for a Zoom Subscription from April 1, 2018 to June 30, 2020, with a minimum amount of \$15, except as provided in paragraph 8.

8. If the total value of the Registered User Claims and the Subscriber Claims approved by the Claims Administrator exceed the Net Settlement Funds, the value of each Registered User Claim and each Subscriber Claim will be decreased on a pro rata basis so that the total value of approved claims is equal to the Net Settlement Funds. If the Net Settlement Funds exceeds the total value of the Registered User Claims and the Subscriber Claims approved by the Claims Administrator, the value of each Registered User Claim and each Subscriber Claim will be increased on a pro rata basis so that the total value of approved claims is equal to the Net Settlement Funds.

SCHEDULE C – FORM OF CERTIFICATION AND NOTICE APPROVAL ORDER

No. S-203879

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GABRIEL GUESE

PLAINTIFF

AND:

ZOOM VIDEO COMMUNICATIONS INC.

DEFENDANTS

Brought under the Class Proceedings Act, RSBC 1996, c 50

**ORDER MADE AFTER APPLICATION
CONSENT CERTIFICATION**

BEFORE)
) THE HONOURABLE JUSTICE MASUHARA) [DATE]
)
)

ON THE APPLICATION of the Plaintiff coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on [DATES] and on hearing [APPEARING COUNSEL], counsel for the Plaintiff; [APPEARING COUNSEL], counsel for the Defendant; on reading the Application Record of the Plaintiff, including the settlement agreement with the defendant dated [DATE], attached to this order as **Schedule "A"** (the "Settlement Agreement"); and on being advised that the Plaintiff and the Defendant consent to this Order;

THIS COURT ORDERS that:

1. In addition to any terms defined herein, the definitions in the Settlement Agreement are incorporated into this Order.

2. For the purposes of settlement, the Proceeding is certified as a class proceeding under the Class Proceedings Act, RSBC 1996, c. 50.
3. RicePoint Administration Inc. is appointed as Claims Administrator.
4. The Settlement Class shall be given notice of the certification of this Proceeding, the opt-out process, and the settlement approval hearing. The short-form and long-form notices are approved in substantially the form set out in **Schedule "B"** and **Schedule "C"** (collectively, the "**Notices**").
5. The plan for dissemination of the Notices is approved in the form attached to this Order as **Schedule "D"** (the "**Notice Plan**"), which includes both direct and indirect notice to the Settlement Class. The Notices shall be disseminated substantially in accordance with the Notice Plan.
6. In order to enable the Claims Administrator to administer the Settlement Agreement, including to provide notice to the Settlement Class Members and to calculate claims and payments, Zoom shall deliver to the Claims Administrator, within four business days of the pronouncement of this order, all names, email addresses, billing addresses, and information sufficient for the Claims Administrator to calculate claims under the Distribution Protocol for all persons that Zoom's records reasonably indicate are likely to be members of the Settlement Class (the "**Settlement Class Information**"). Because the Settlement Class Information will be provided to the Claims Administrator solely to enable the Claims Administrator to administer the Settlement Agreement, including to provide notice to Settlement Class Members and to calculate claims and payments, the Claims Administrator will execute a confidentiality and non-disclosure agreement with Defendant, Defendant's Counsel, and Class Counsel and will ensure that any information provided to it by Settlement Class Members, Class Counsel, Plaintiffs' Counsel, Defendant's Counsel, or Defendant will be secure and used solely for the purpose of administering the Settlement Agreement.
7. The costs of issuing the Notices shall be deducted from the Settlement Amount.
8. Members of the Settlement Class may opt out of this Proceeding by complying with the Opt-Out Procedure prescribed by section 5 of the Settlement Agreement and described in the Notices. No person may opt out of this Proceeding after the Opt-Out Deadline.

9. Any member of the Settlement Class who opts out of this Proceeding in accordance with the Opt-Out Procedure and prior to the Opt-Out Deadline shall be excluded from the Settlement Class and the Proceeding. Any member of the Settlement Class who does not opt out of this Proceeding in accordance with the Opt-Out Procedure, or otherwise with leave of this Court, shall be bound by the outcome of this Proceeding, including the Settlement Agreement.

Endorsement of this Order

10. This Order may be executed in counterpart.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

ANGELA BESPFLUG
Counsel for the Plaintiff, Gabriel Guese

JILL YATES
Counsel for the Defendant,
Zoom Video Communications, Inc.

By the Court

Registrar

SCHEDULE D – FORM OF CERTIFICATION NOTICE (SHORT FORM)

ZOOM PRIVACY CLASS ACTION

**COURT APPROVED NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL
HEARING**

Gabriel Guese v. Zoom Video Communications, Inc., VLC-S-203879

A court authorized this notice. It is not a solicitation from a lawyer.

Read this notice carefully as it may affect your legal rights.

WHAT IS THIS LITIGATION ABOUT?	<p>A class action proceeding (<i>Gabriel Guese v. Zoom Video Communications, Inc.</i>, VLC-S-203879 (the "Class Action")) was brought against the defendant, Zoom Video Communications, Inc. ("Zoom"). In the Class Action, the plaintiff alleges that Zoom (i) shared certain information with third parties and (ii) advertised Zoom Meetings as being encrypted "end-to-end" at a time when the plaintiff contends that it was not.</p> <p>Zoom denies these allegations. The court has not decided who is right.</p>
WHO IS AFFECTED BY THE CLASS ACTION?	<p>The Class Action is brought on behalf of all persons residing in Canada who, as of June 30, 2020, had a registered Zoom Meetings user account or a paid Zoom Meetings subscription, and who between April 1, 2018 and June 30, 2020 registered, used, opened, or downloaded the Zoom Meetings application, or paid money to Zoom for a Zoom Meetings subscription, except for Enterprise and Business Subscribers and End User Accounts as of June 30, 2020 (the "Class Members").</p> <p>If you are a Class Member, you are automatically included in the Class Action unless you choose to exclude yourself (opt out) by [DATE].</p> <p>If any benefits, including any settlement funds, become available for distribution to the Class Members, you will be notified about how to file a claim form and ask for a share of the settlement funds. You will be legally bound by all orders and judgments of the court, and you will not be able to sue Zoom about claims advanced in the Class Action.</p>
WHAT SETTLEMENT HAS BEEN REACHED?	<p>Zoom has agreed to pay the total amount of CAD\$2 million in settlement of the Class Action (the "Settlement"). The Settlement is a compromise of disputed claims. Zoom denies any wrongdoing and is not admitting anything.</p> <p>The Settlement is subject to approval of the court. Class Members have a right to opt out of the Class Action or, if they do not opt out, to object to the Settlement.</p>

<p>WHAT CAN I RECEIVE FROM THE SETTLEMENT?</p>	<p>If the Settlement is approved, each Class Member will have the opportunity to submit a claim form, which will be required to receive payment of money from the Settlement. Each Class Member who files a valid claim form will receive a portion of the Settlement calculated in accordance with the Distribution Protocol set out below. If the Settlement is approved, instructions about how to submit a claim form will be available at [INSERT LINK TO ADMINISTRATOR]. Instructions will also be provided in a separate notice to Class Members following the Settlement approval.</p> <p>The Distribution Protocol provides for the following types of claims:</p> <ul style="list-style-type: none"> • Subscriber Claim: If you are a Class Member who paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020, you are eligible to file a claim for the greater of \$15 or 15% of the money you paid to Zoom for the core subscription (i.e., not including other Zoom products or add-on features) during that time. For example, if you spent \$75 on a Zoom Meetings App subscription during the relevant time period, 15% of \$75 is \$11.25. Because \$11.25 is less than \$15, your claim will be treated as a claim for \$15. • Registered User Claim: If you are a Class Member who is not eligible for a Subscriber Claim and you used, opened or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020, you are eligible to file a claim for \$15. <p>In the event that the total amount claimed by all Class Members exceeds the amount available for claims, then each payment will be reduced on a <i>pro rata</i> basis. Once the allocations of all Class Members who have filed valid claims have been ascertained, the net Settlement Amount will be allocated to those Class Members.</p> <p>If the Settlement is approved, a further notice will be distributed that describes how Class Members may submit a claim to participate in the Settlement.</p>
<p>HOW CAN I OPT OUT?</p>	<p>If you do not wish to participate in the Class Action and the Settlement, you must opt out by [DATE].</p> <p>To opt out, you must submit a written request to the Claims Administrator at [INSERT ADMINISTRATOR], which must be received by [DATE] to be valid.</p> <p>If your request to opt out is not received by the Claims Administrator by [DATE], it will not be valid and you will be bound by the Settlement. Your request must include your full name, current address, email address and telephone number.</p>
<p>WHAT HAPPENS BASED ON MY OPT OUT DECISION?</p>	<p>A Class Member who opts out will not be entitled to receive money from the Settlement.</p>

	<p>If you do not timely and properly opt out of the Class Action, or if you do not timely and properly file a claim form with the Claims Administrator, you will be forever barred from receiving any benefits under the Settlement, and from commencing or continuing any action against Zoom relating to the subject of the Class Action.</p> <p>If you do not opt out of this Class Action Settlement, your ability to be a part of a separate class action litigation filed in California may also be impacted. In a case entitled <i>Westron v. Zoom Video Communications, Inc.</i>, Case Number 22-cv-03147-YGR, currently pending in the United States District Court for the Northern District of California (the "Westron Lawsuit"), separate plaintiffs bring similar claims to those alleged in this Class Action on behalf of residents of Canada (among other regions), but bring them under California law. The Westron Lawsuit is currently being litigated and the scope of the claims at issue, and the ability of that case to proceed as a class action, may change in the future. But if you do not opt out of this Class Action Settlement, you will release some or all of the claims at issue in the Westron Lawsuit, and give up in whole or in part your ability to participate in the Westron Lawsuit if the case is allowed to proceed as a class action.</p>
WHAT HAPPENS NEXT?	<p>The Court has scheduled a hearing in this case for [DATE] at [TIME] to consider whether to approve the Settlement and award lawyers' fees and expenses, as well as consider any objections. You or your lawyer may attend and ask to appear at the hearing, but you are not required to do so.</p> <p>If the Settlement is approved, a further notice will be distributed that describes how Class Members may submit a claim to participate in the Settlement.</p>
WHERE CAN I GET MORE INFORMATION?	<p>This notice is a summary. For more information about your rights and how to exercise them, please see the additional documents and information about this case, available online at: [INSERT LINK]</p> <p>The Court has appointed RicePoint Administration Inc. ("RicePoint") as the Claims Administrator. The Claims Administrator can be contacted at:</p> <p>Email: • Telephone: •</p>
WHO ARE THE LAWYERS FOR THE CLASS?	<p>The law firms of Collette Parsons Corrin LLP and Murphy Battista LLP represent the Class Members:</p> <p>Telephone (toll-free): • Email: • Mail: • Attn: Zoom Privacy Class Action</p>

This notice was authorized by the Supreme Court of British Columbia.

SCHEDULE E – FORM OF CERTIFICATION NOTICE (LONG FORM)

ZOOM PRIVACY CLASS ACTION

**COURT APPROVED NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL
HEARING**

Gabriel Guese v. Zoom Video Communications, Inc., VLC-S-203879

A court authorized this notice. It is not a solicitation from a lawyer.

Read this notice carefully as it may affect your legal rights.

This notice is directed to:

Persons residing in Canada who had a registered Zoom Meetings user account or a paid Zoom Meetings subscription as of June 30, 2020 and who:

- (i) registered, used, opened, or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020; or
 - (ii) paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020,
- but excluding Enterprise and Business Subscribers as of June 30, 2020 and End User Accounts associated with Enterprise and Business Subscribers as of June 30, 2020.

(the “**Class Members**”)

Capitalized terms in the definition of Class Members have the following meanings:

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

Enterprise and Business Subscribers means purchasers of Zoom Meetings licenses for the “Enterprise,” “Business,” or “Business Plus” levels of Zoom’s pricing plans (as opposed to other account types, including “Basic” or “Pro” levels (see [<https://zoom.us/pricing>])), plus any purchaser of 100 or more Zoom Meetings licenses.

End User Account means a Zoom Meetings user account that belonged to, was controlled by, or was provisioned by a person paying for a Zoom Meetings subscription.

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS. YOU MAY NEED TO TAKE PROMPT ACTION.

Purpose of this Notice

This Notice advises Class Members of the certification and settlement of the class action styled as *Gabriel Guese v. Zoom Video Communications, Inc.*, VLC-S-203879 (the "**Class Action**") brought on behalf of the Class Members. This notice provides Class Members with information about how to opt out of the Class Action and settlement. **Class Members who wish to opt out must do so by •. If you are a Class Member and wish to participate in the settlement of the Class Action, no further action is required on your part at this time.**

Certification of the Class Action

In April 2020, the Class Action was commenced in the British Columbia Supreme Court on behalf of persons residing in Canada. The defendant is Zoom Video Communications Inc. ("**Zoom**").

The Class Action relates to alleged unauthorized sharing of Class Members' information and alleged misrepresentations regarding end-to-end encryption on the Zoom Meetings Application. Specifically, the Class Action advances four theories of alleged conduct by Zoom: (i) alleged unauthorized sharing of users' information with Facebook through the incorporation of Facebook's software development kit in the iOS Zoom application; (ii) alleged unauthorized sharing of users' information with Google through the incorporation of Google's Firebase Analytics software development kit in the Android Zoom application; (iii) unauthorized sharing of users' information with third parties through third-party developers' development and deployment of apps that integrate with Zoom's products; and (iv) allegations that Zoom advertised Zoom Meetings as being end-to-end encrypted at a time when the plaintiff alleges that it was not.

Zoom denies these allegations. The court has not decided who is right.

On [DATE], the British Columbia Supreme Court certified the Class Action as a multi-jurisdictional class proceeding and authorized Gabriel Guese to act as representative plaintiff on behalf of the Class Members.

The Settlement

Zoom has agreed to pay the total amount of CAD\$2 million in settlement of the Class Action (the "**Settlement**"). The Settlement is a compromise of disputed claims. Zoom denies any wrongdoing and is not admitting anything.

The Settlement is subject to approval of the British Columbia Supreme Court, and Class Members have a right to object to the Settlement. If the Settlement is approved by the court, it will be paid into an interest-bearing account.

After deduction of Class Counsel Fees and Disbursements, Administration Expenses and any honorarium for the plaintiff, the balance of the Settlement funds (the "**Net Settlement Amount**") will be distributed to Class Members in accordance with the Distribution Protocol.

If the Settlement is approved, each Class Member who has filed a valid claim will receive a portion of the Net Settlement Amount calculated in accordance with the Distribution Protocol. The Distribution Protocol provides for the following types of claims:

- **Subscriber Claim:** If you are a Class Member who paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020, you are eligible to file a claim for the greater of \$15 or 15% of the money you paid to Zoom for the core subscription (i.e., not including other Zoom products or add-on features) during that time. For example, if you spent \$75 on a Zoom Meetings App subscription during the relevant time period, 15% of \$75 is \$11.25. Because \$11.25 is less than \$15, your claim will be treated as a claim for \$15.
- **Registered User Claim:** If you are a Class Member who is not eligible for a Subscriber Claim and you used, opened or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020, you are eligible to file a claim for \$15.

If the total amount claimed exceeds the amount available for claims, then each payment will be reduced on a *pro rata* basis. Once the allocations of all Class Members who have filed valid claims have been ascertained, the Net Settlement Amount will be allocated to those Class Members.

In the event that any amounts remain undistributed after the distribution of the Net Settlement Amount (whether as a result of a failure to locate claimants, the failure of any Class Member to make a valid claim, or as a result of any tax refunds or any distributed cheques having become stale-dated or ineligible for redemption), those amounts will be distributed to eligible Class Members in accordance with the Distribution Protocol (if sufficient to warrant a further distribution) or allocated *cy-près* to the Law Foundation of British Columbia.

If the Settlement is approved, a further notice will be distributed that describes how Class Members may submit a claim to participate in the Settlement.

What are your options?

Stay in Class Action

If the Settlement is approved by the court, all Class Members will be bound by its terms unless they have already opted out of the Class Action. You do not have to do anything to be included in the Class Action. If any benefits, including any Settlement funds, become available for distribution to the Class Members, you will be notified about how to make a claim. You will be legally bound by all orders and judgments of the court, and you will not be able to sue Zoom about claims advanced in the Class Action.

Stay in the Class Action and Object to the Settlement or Class Counsel Fees

If you want to object to the proposed Settlement with Zoom or the payment of Class Counsel's fees and expenses, you should do so by setting out your objection in writing addressed to Class Counsel at the address below. You should also include your full name, telephone number and email address.

Opt Out of the Class Actions

If you want to preserve your right to sue the defendant Zoom on your own over the claims advanced in the Class Action, then you need to opt out from the Class Action. If you opt out, you cannot get any money or other benefits from the Class Action and you will not be represented by Class Counsel.

Any Class Member who does not wish to participate in the Settlement must opt out of the Class Action by sending a completed Opt-Out Form to • [NTD: Administrator contact details] no later than 5:00 pm Pacific Standard Time on • [NTD: date 30 days after first publication of notice], 2023 (the "**Opt-Out Deadline**"). Those who opt-out will not be bound by the Settlement nor by the release in favour of Zoom contained therein. The Opt-Out Form is attached as Appendix 'A' to this Notice. No Class Members will be permitted to opt-out of the Class Proceeding after the Opt-Out Deadline.

If you opt-out of the Class Action and you wish to bring or maintain your own lawsuit against Zoom, you will take full responsibility for initiating or continuing your claim, and for the legal steps necessary to protect your claims. If the Settlement is approved by the court and you have not opted out, you will not be able to bring or maintain any other claim or legal proceeding against Zoom relating to the claims advanced in the Class Action.

If you do not opt out of this Class Action settlement, your ability to be a part of a separate class action litigation filed in California may also be impacted. In a case entitled *Westron v. Zoom Video Communications, Inc.*, Case Number 22-cv-03147-YGR, currently pending in the United States District Court for the Northern District of California (the "**Westron Lawsuit**"), separate plaintiffs bring similar claims to those alleged in this Class Action on behalf of residents of Canada (among other regions), but bring them under California law. The Westron Lawsuit is currently being litigated and the scope of the claims at issue and the ability of that case to proceed as a class action may change in the future. But if you do not opt out of this Class Action Settlement, you will release some or all of the claims at issue in the Westron Lawsuit and give up in whole or in part your ability to participate in the Westron Lawsuit if the case is allowed to proceed as a class action.

What Happens Next?

The Court has scheduled a hearing in this case for [DATE] at [TIME] to consider whether to approve the Settlement and award lawyers' fees and expenses, as well as to consider any objections. You or your lawyer may attend and ask to appear at the hearing, but you are not required to do so.

If the Settlement is approved, a further notice will be distributed that describes how Class Members may submit a claim to participate in the Settlement.

Claims Administrator

The court has appointed RicePoint Administration Inc. as the Claims Administrator. The Claims Administrator can be contacted at:

Email: •

Telephone: •

Copies of the Settlement Agreement, Distribution Protocol, the claim form and the orders of the Courts may be found on the Claims Administrator's website (**NTD: Insert Link**) at Class Counsel's websites (**NTD: Insert Link**) or by contacting Class Counsel via the contact information provided below.

Class Counsel

The law firms of Collette Parsons Corrin LLP and Murphy Battista LLP are Class Counsel. Inquiries may be directed to:

[NTD: Insert Contact Information]

Interpretation

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

PLEASE DO NOT CONTACT THE COURT WITH INQUIRIES ABOUT THE CLASS ACTION OR THE SETTLEMENT. All inquiries should be directed to the Claims Administrator or Class Counsel.

DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE BRITISH COLUMBIA SUPREME COURT

SCHEDULE F – FORM OF SETTLEMENT APPROVAL ORDER

No. S-203879

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GABRIEL GUESE

PLAINTIFF

AND:

ZOOM VIDEO COMMUNICATIONS INC.

DEFENDANTS

Brought under the Class Proceedings Act, RSBC 1996, c 50

**ORDER MADE AFTER APPLICATION
SETTLEMENT APPROVAL**

BEFORE)
) THE HONOURABLE JUSTICE MASUHARA) [DATE]
)
)

ON THE APPLICATION of the representative plaintiff coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on [DATE] for orders approving the agreement made between the plaintiff and defendant dated [DATE] (the "Settlement Agreement") and the Distribution Protocol;

AND ON HEARING the submissions of APPEARING COUNSEL], counsel for the Plaintiff; and [APPEARING COUNSEL], counsel for the Defendant;

THIS COURT ORDERS that:

Settlement Approval

1. The Settlement Agreement, as attached at **Schedule "A"**, is incorporated into this Order in its entirety and forms part of this Order.

2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The Settlement Agreement is fair, reasonable, and in the best interests of the Class.
4. The Settlement Agreement is hereby approved pursuant to section 35 of the Class Proceedings Act, RSBC 1996, c 50 and shall be implemented in accordance with its terms and the terms of this Order.
5. This Order, including the Settlement Agreement, is binding upon all members of the Settlement Class who have not validly opted out of the Proceeding, including those persons who are minors or mentally incapable and the requirements of Rule 20-2 of the Supreme Court Civil Rules are dispensed with in respect of this Proceeding.
6. Upon the Effective Date, each Releasor shall consent to or shall be deemed to have consented to the dismissal as against the Releasees of any other actions or proceedings that they or it has commenced, without costs and with prejudice.
7. Upon the Effective Date, each other action or proceeding commenced by any Releasor shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
8. Upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever, finally and absolutely released the Releasees from the Released Claims.
9. Upon the Effective Date, each Releasor (i) shall not now or hereafter threaten, institute, prosecute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, proceeding, complaint or demand against, or collect or seek to recover from, any Releasee or any other person or persons who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any Releasee in respect of any Released Claims, and (ii) are permanently barred and enjoined from doing so in respect of any Released Claims.
10. All claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating directly or indirectly to the Released Claims, which were or could have been brought in the Proceeding or otherwise, by any other person or party against a

Releasee are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by person who has validly opted-out of the Proceeding).

11. For purposes of enforcement of this Order and the Settlement Agreement, this Court will retain an ongoing supervisory role and the Defendant acknowledges the jurisdiction of this Court and attorns to the jurisdiction of this Court solely for the purpose of implementing, administering, interpreting, and enforcing the Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order.
12. No Releasee shall have any responsibility or liability relating to the administration of the Settlement Agreement or the Distribution Protocol or the administration, investment, or distribution of the Trust Account.
13. Subject to the provisions of the Settlement Agreement, the Settlement Amount, plus accrued interest less any monies paid out pursuant to the Settlement Agreement, shall be held in trust for the benefit of the Settlement Class pending further order of the Court.
14. In the event that the Settlement Agreement is terminated in accordance with its terms, by application made on notice to the Plaintiff or the Defendant, as appropriate:
 - a. This order shall be declared null and void and be without prejudice to any party; and
 - b. Each party shall be restored to their or its respective position in the proceeding as it existed immediately prior to the execution of the settlement agreement.
15. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement.
16. Upon conclusion of the administration of the Settlement, this proceeding will be dismissed without costs and with prejudice, which order can be sought through the case management process.

Distribution Approval

17. The Distribution Protocol, being Schedule B to the Settlement Agreement and attached to this Order as **Schedule "B"**, is approved.
18. The Net Settlement Funds paid in accordance with the Settlement Agreement shall be distributed by the Claims Administrator in accordance with the Distribution Protocol.
19. The short-form and long-form Settlement Approval Notice (the "**Notices**") are approved substantially in the form attached to this Order as **Schedule "C"** and **Schedule "D"**.
20. The plan for dissemination of the Notices is approved in the form attached to this Order as **Schedule "E"** (the "**Notice Plan**"). The Notices shall be disseminated substantially in accordance with the Notice Plan.
21. In order to enable the Claims Administrator to administer the Settlement Agreement, including to provide notice to the Settlement Class Members and to calculate claims and payments, Zoom shall deliver to the Claims Administrator, within four business days of the pronouncement of this order, all names, email addresses, billing addresses, and information sufficient for the Claims Administrator to calculate claims under the Distribution Protocol for all persons that Zoom's records reasonably indicate are likely to be members of the Settlement Class (the "**Settlement Class Information**"). Because the Settlement Class Information will be provided to the Claims Administrator solely to enable the Claims Administrator to administer the Settlement Agreement, including to provide notice to Settlement Class Members and to calculate claims and payments, the Claims Administrator will execute a confidentiality and non-disclosure agreement with Defendant, Defendant's Counsel, and Class Counsel and will ensure that any information provided to it by Settlement Class Members, Class Counsel, Plaintiffs' Counsel, Defendant's Counsel, or Defendant will be secure and used solely for the purpose of administering the Settlement Agreement.
22. The costs of issuing the Notices shall be deducted from the Settlement Amount.
23. The claim form is approved substantially in the form attached to this Order as **Schedule "F"**.

24. All information provided by claimants as part of the claims process is collected, used and retained by the Claims Administrator, Class Counsel and their agents pursuant to the applicable privacy laws for the purposes of administering the Settlement Agreement, including evaluating the claimant's eligibility status under the Settlement Agreement. The information provided by claimants shall be treated as private and confidential and shall not be disclosed without the express written consent of the claimant, except in accordance with the Settlement Agreement, Distribution Protocol, and/or an order of the Court.

25. No proceeding, cause of action, claim or demand may be brought against Class Counsel and/or the Claims Administrator concerning the implementation or administration of the Settlement Agreement or the Distribution Protocol without leave from the Court.

Endorsement of this Order

26. This Order may be executed in counterpart.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

ANGELA BESPFLUG

Counsel for the Plaintiff, Gabriel Guese

JILL YATES

Counsel for the Defendant,
Zoom Video Communications, Inc.

By the Court

Registrar

SCHEDULE G – FORM OF SETTLEMENT APPROVAL NOTICE (SHORT FORM)

ZOOM PRIVACY CLASS ACTION

COURT APPROVED NOTICE OF SETTLEMENT APPROVAL

Gabriel Guese v. Zoom Video Communications, Inc., VLC-S-203879

A court authorized this notice. It is not a solicitation from a lawyer.

Read this notice carefully as it may affect your legal rights.

If you used Zoom Meetings between April 1, 2018 and June 30, 2020, you could be entitled to benefits, including a cash payment, under a class action settlement.

You must file a claim by the Claim Deadline [DATE] to receive benefits from this Settlement. To file a claim form, please contact the Claims Administrator at: [LINK]

WHAT IS THIS LITIGATION ABOUT?	<p>A class action proceeding (<i>Gabriel Guese v. Zoom Video Communications, Inc., VLC-S-203879</i> (the "Class Action")) was brought against the defendant Zoom Video Communications, Inc. ("Zoom"). In the Class Action, the plaintiff alleges that Zoom (i) shared certain information with third parties and (ii) advertised Zoom Meetings as being encrypted "end-to-end" at that time when the plaintiff contends it was not.</p> <p>Zoom denies these allegations. The court has not decided who is right.</p>
WHO IS AFFECTED BY THE CLASS ACTIONS?	<p>The Class Action was brought on behalf of all persons residing in Canada who, as of June 30, 2020, had a registered Zoom Meetings user account or a paid Zoom Meetings subscription, and who between April 1, 2018 and June 30, 2020 registered, used, opened, or downloaded the Zoom Meetings application, or paid money to Zoom for a Zoom Meetings subscription, except for Enterprise and Business Subscribers and End User Accounts as of June 30, 2020 (the "Class Members").</p> <p>If you are a Class Member and you did not opt out, you are automatically included in the Class Action.</p> <p>If you are a Class Member who did not opt out of the Class Action, you have given up (in whole or in part) your ability to participate in a separate class action filed in California. In a case entitled <i>Westron v. Zoom Video Communications, Inc.</i>, Case Number 22-cv-03147-YGR, currently pending in the United States District Court for the Northern District of California (the "Westron Lawsuit"), separate plaintiffs bring similar claims to those alleged in this Class Action on behalf of residents of Canada (among other regions), but bring them under California law. The Westron Lawsuit is currently being litigated and the scope of the claims at issue and the ability of that case to proceed as a class action may change in the future. If you did not opt out of the Class Action, you have released some</p>

	<p>or all of the claims at issue in the Westron Lawsuit and given up, in whole or in part, your ability to participate in the Westron Lawsuit if the case is allowed to proceed as a class action.</p>
<p>WHAT SETTLEMENT HAS BEEN REACHED?</p>	<p>Zoom has agreed to pay the total amount of CAD\$2 million in settlement of the Class Action (the "Settlement"). The Settlement is a compromise of disputed claims. Zoom denies any wrongdoing and is not admitting anything.</p> <p>The Settlement was approved by the British Columbia Supreme Court on •.</p>
<p>WHAT CAN I RECEIVE FROM THE SETTLEMENT?</p>	<p>Each Class Member who files a valid claim will receive a portion of the Settlement calculated in accordance with the Distribution Protocol. Information about how to file a valid claim is below.</p> <p>The Distribution Protocol provides for the following types of claims:</p> <ul style="list-style-type: none"> • Subscriber Claim: If you are a Class Member who paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020, you are eligible to file a claim for the greater of \$15 or 15% of the money you paid to Zoom for the core subscription (i.e., not including other Zoom products or add-on features) during that time. For example, if you spent \$75 on a Zoom Meetings App subscription during the relevant time period, 15% of \$75 is \$11.25. Because \$11.25 is less than \$15, your claim will be treated as a claim for \$15. • Registered User Claim: If you are a Class Member who is not eligible for a Subscriber Claim and you used, opened or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020, you are eligible to file a claim for \$15. <p>If the total amount claimed exceeds the amount available for claims, then each payment will be reduced on a <i>pro rata</i> basis. Once the allocations of all Class Members who have filed valid claims have been ascertained, the net Settlement Amount will be allocated to those Class Members.</p>
<p>HOW CAN I MAKE A CLAIM?</p>	<p>To be eligible for compensation under the Settlement, Class Members must submit their claim form and supporting documentation (if required) <u>no later than</u> • PT on • (the "Claim Deadline"). Only Class Members who submit a valid and timely claim are permitted to recover from the Settlement.</p> <p>If you do not file a claim form by the Claim Deadline, you will not be able to claim or receive money from the Settlement and your claim will be extinguished.</p> <p>The Claims Administrator website provides step-by-step instructions on how to file a claim and provides information about how Class Members can obtain a unique claim code. If you do not have a claim code, the</p>

	Claims Administrator may require certain information and supporting documentation from you, as determined by the Claims Administrator.
WHERE CAN I GET MORE INFORMATION?	This notice is a summary. For more information about how to claim compensation, please contact the Claims Administrator and see additional documents and information available online at: •
WHO IS CLASS COUNSEL?	The law firms of Collette Parsons Corrin LLP and Murphy Battista LLP represent the Class Members: Telephone (toll-free): • Email: • Mail: • Attn: Zoom Privacy Class Action
WHO IS THE CLAIMS ADMINISTRATOR?	The Court has appointed RicePoint Administration Inc. as the Claims Administrator of the Settlement. The Claims Administrator can be contacted at: Email: • Telephone: • Fax: •

This notice was authorized by the Supreme Court of British Columbia

SCHEDULE H – FORM OF SETTLEMENT APPROVAL NOTICE (LONG FORM)

ZOOM PRIVACY CLASS ACTION

COURT APPROVED NOTICE OF SETTLEMENT APPROVAL

Gabriel Guese v. Zoom Video Communications, Inc., VLC-S-203879

A court authorized this notice. It is not a solicitation from a lawyer.

Read this notice carefully as it may affect your legal rights.

If you used Zoom Meetings between April 1, 2018 and June 30, 2020, you could be entitled to benefits, including a cash payment, under a class action settlement.

You must file a claim by the Claim Deadline [DATE] to receive benefits from this Settlement. To file a claim form, please contact the Claims Administrator at: [LINK]

This notice is directed to:

Persons residing in Canada who had a registered Zoom Meetings user account or a paid Zoom Meetings subscription as of June 30, 2020 and who:

- (iii) registered, used, opened, or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020; or
- (iv) paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020,

but excluding Enterprise and Business Subscribers as of June 30, 2020 and End User Accounts associated with Enterprise and Business Subscribers as of June 30, 2020.

(the "Class Members")

Capitalized terms referenced above have the following meanings:

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

Enterprise and Business Subscribers means purchasers of Zoom Meetings licenses for the "Enterprise," "Business," or "Business Plus" levels of Zoom's pricing plans (as opposed to other account types, including "Basic" or "Pro" levels (see [https://zoom.us/pricing])), plus any purchaser of 100 or more Zoom Meetings licenses.

End User Account means a Zoom Meetings user account that belonged to, was controlled by, or was provisioned by a person paying for a Zoom Meetings subscription.

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS. YOU MAY
NEED TO TAKE PROMPT ACTION.

Important Deadline

Claim Deadline (to file a claim for compensation): •

Claims Forms will not be accepted after the Claim Deadline. As a result, it is necessary that you act without delay.

Purpose of this Notice

This Notice advises Class Members of the approval of the settlement of the class action styled as *Gabriel Guese v. Zoom Video Communications, Inc.*, VLC-S-203879 (the "**Class Action**") brought on behalf of the Class Members. This notice provides Class Members with information about how to apply for compensation from the Settlement. **Class Members who wish to apply for compensation must do so by •.**

Court Approval of the Settlement

In April 2020, the Class Action was commenced in the British Columbia Supreme Court on behalf of persons residing in Canada. The defendant is Zoom Video Communications, Inc. ("**Zoom**").

The Class Action relates to the alleged unauthorized sharing of Class Members' information and alleged misrepresentations regarding end-to-end encryption on the Zoom Meetings Application. Specifically, the Class Action advances four theories of alleged conduct by Zoom: (i) alleged unauthorized sharing of users' information with Facebook through the incorporation of Facebook's software development kit in the iOS Zoom application; (ii) alleged unauthorized sharing of users' information with Google through the incorporation of Google's Firebase Analytics software development kit in the Android Zoom application; (iii) unauthorized sharing of users' information with third parties through third-party developers' development and deployment of apps that integrate with Zoom's products; and (iv) allegations that Zoom advertised Zoom Meetings as being end-to-end encrypted at a time when the plaintiff alleges that it was not.

Zoom denies these allegations. The court has not decided who is right.

On [DATE], the British Columbia Supreme Court certified the Class Action as a multi-jurisdictional class proceeding and authorized Gabriel Guese to act as representative plaintiff on behalf of the Class Members.

The parties have engaged in lengthy settlement negotiations. On •, the plaintiff and Zoom executed a Settlement Agreement providing for the settlement of the Class Action (the "**Settlement**"). The Settlement provides for the payment of CAD\$2 million (the "**Settlement Funds**") in consideration of the full and final settlement of the claims of Class Members. The Settlement Funds include all legal fees, disbursements, taxes and administration expenses.

In return for the payment of the Settlement Funds, the Settlement provides that the claims of all Class Members asserted, or which could have been asserted in the Class Action, will be fully and finally released and the Class Action will be dismissed. The Settlement is not an admission of liability, wrongdoing, or fault on the part of Zoom, which denies the allegations against it.

On ●, the court approved the Settlement and ordered that it be implemented in accordance with its terms.

The court also awarded Class Counsel total legal fees, expenses and applicable taxes in the amount of CAD\$● ("Class Counsel Fees"), inclusive of disbursements of CAD\$●. As is customary in such cases, Class Counsel conducted the Class Action on a contingency fee basis. Class Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation. Class Counsel Fees will be deducted from the Settlement Funds before they are distributed to the Class Members.

Expenses incurred or payable relating to the approval, notification, implementation and administration of the Settlement ("**Administration Expenses**") will also be paid from the Settlement Funds before they are distributed to Class Members.

Class Members' Release of Claims Against Zoom

Pursuant to the court orders approving the Settlement, the claims of Class Members which were or could have been asserted in the Class Action are now released and the Class Action has been dismissed. Class Members may not pursue individual or class actions for those claims, regardless of whether or not they file a claim for compensation from the Settlement. **The Settlement therefore represents the only means of compensation available to Class Members in respect of the claims raised or which could have been raised in the Class Action.**

If you are a Class Member who did not opt out of the Class Action, you have given up (in whole or in part) your ability to participate in a separate class action filed in California. In a case entitled *Westron v. Zoom Video Communications, Inc.*, Case Number 22-cv-03147-YGR, currently pending in the United States District Court for the Northern District of California (the "**Westron Lawsuit**"), separate plaintiffs bring similar claims to those alleged in this Class Action on behalf of residents of Canada (among other regions), but bring them under California law. The Westron Lawsuit is currently being litigated and the scope of the claims at issue and the ability of that case to proceed as a class action may change in the future. If you did not opt out of the Class Action, you have released some or all of the claims at issue in the Westron Lawsuit and given up in whole or in part your ability to participate in the Westron Lawsuit if the case is allowed to proceed as a class action.

Class Members' Entitlement to Compensation

Class Members will be eligible for compensation pursuant to the Settlement if they submit a completed claim form, including any supporting documentation, to the Claims Administrator, and their claim satisfies the criteria set out in the Distribution Protocol.

To be eligible for compensation under the Settlement, Class Members must submit their claim form and supplementary documentation **no later than** ● PT on ● (the "**Claim Deadline**"). Only Class Members who submit a valid and timely claim are permitted to recover from the Settlement.

After deduction of Class Counsel Fees and Disbursements, Administration Expenses and any honorarium for the plaintiff, the balance of the Settlement Funds (the "**Net Settlement Amount**") will be distributed to Class Members in accordance with the Distribution Protocol.

Each Class Member who has filed a valid claim will receive a portion of the Net Settlement Amount calculated in accordance with the Distribution Protocol. The Distribution Protocol provides for the following types of claims:

- **Subscriber Claim:** If you are a Class Member who paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020, you are eligible to file a claim for the greater of \$15 or 15% of the money you paid to Zoom for the core subscription (i.e., not including other Zoom products or add-on features) during that time. For example, if you spent \$75 on a Zoom Meetings App subscription during the relevant time period, 15% of \$75 is \$11.25. Because \$11.25 is less than \$15, your claim will be treated as a claim for \$15.
- **Registered User Claim:** If you are a Class Member who is not eligible for a Subscriber Claim and you used, opened or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020, you are eligible to file a claim for \$15.

If the total amount claimed exceeds the amount available for claims, then each payment will be reduced on a *pro rata* basis. Once the allocations of all Class Members who have filed valid claims have been ascertained, the Net Settlement Amount will be allocated to those Class Members.

In the event that any amounts remain undistributed after the distribution of the Net Settlement Amount (whether as a result of a failure to locate claimants, the failure of any Class Member to make a valid claim, or as a result of any tax refunds or any distributed cheques having become stale-dated or ineligible for redemption), those amounts will be distributed to eligible Class Members in accordance with the Distribution Protocol (if sufficient to warrant a further distribution) or allocated *cy-près* to the Law Foundation of British Columbia.

Claims Administrator

The Court has appointed RicePoint Administration Inc. as the Claims Administrator of the Settlement. The Claims Administrator will, among other things: (i) receive and process the Claim Forms; (ii) determine Class Members' eligibility for and entitlement to compensation pursuant to the Distribution Protocol; (iii) communicate with Class Members regarding claims for compensation; and (iv) manage and distribute the Net Settlement Amount in accordance with the Settlement Agreement and the orders of the court. The Claims Administrator can be contacted at:

Email:

Telephone:

Fax:

•
•

Filing a Claim

All claims for compensation from the Settlement must be received by the Claims Administrator no later than •.

The most efficient way to file a claim is to visit the Claims Administrator's website at •. The website provides step-by-step instructions on how to file a claim and provides information about how Class Members can obtain a unique claim code. If you do not have a claim code, the Claims Administrator may require certain information and supporting documentation from you, as determined by the Claims Administrator. **Accordingly, Class Members should visit the**

Administrator's website as soon as possible so that they have time to obtain the required documentation prior to the Claim Deadline.

The Claims Administrator will also accept claim forms filed by mail or courier. To obtain a copy of the claim form, Class Members may print one from the Claims Administrator's website or contact the Claims Administrator to have one sent by regular mail or email. Forms sent by mail or courier should be sent to: •

Class Members with questions about how to complete or file a claim form, or the documentation required to support a claim, should contact the Claims Administrator.

Copies of Settlement Documents

Copies of the Settlement Agreement, Distribution Protocol, the claim form and the orders of the court may be found on the Claims Administrator's website (NTD: Insert Link) at Class Counsel's websites (NTD: Insert Link) or by contacting Class Counsel via the contact information provided below.

Class Counsel

The law firms of Collette Parsons Corrin LLP and Murphy Battista LLP are Class Counsel. Inquiries may be directed to:

[NTD: Insert Contact Information]

Interpretation

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

PLEASE DO NOT CONTACT THE COURT WITH INQUIRIES ABOUT THE CLASS ACTION OR THE SETTLEMENT. All inquiries should be directed to the Claims Administrator or Class Counsel.

DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE BRITISH COLUMBIA SUPREME COURT

SCHEDULE "B"

ZOOM PRIVACY CLASS ACTION

COURT APPROVED NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

Gabriel Guese v. Zoom Video Communications, Inc., VLC-S-203879

A court authorized this notice. It is not a solicitation from a lawyer.

Read this notice carefully as it may affect your legal rights.

WHAT IS THIS LITIGATION ABOUT?	<p>A class action proceeding (<i>Gabriel Guese v. Zoom Video Communications, Inc.</i>, VLC-S-203879 (the "Class Action")) was brought against the defendant, Zoom Video Communications, Inc. ("Zoom"). In the Class Action, the plaintiff alleges that Zoom (i) shared certain information with third parties and (ii) advertised Zoom Meetings as being encrypted "end-to-end" at a time when the plaintiff contends that it was not.</p> <p>Zoom denies these allegations. The court has not decided who is right.</p>
WHO IS AFFECTED BY THE CLASS ACTION?	<p>The Class Action is brought on behalf of all persons residing in Canada who, as of June 30, 2020, had a registered Zoom Meetings user account or a paid Zoom Meetings subscription, and who between April 1, 2018 and June 30, 2020 registered, used, opened, or downloaded the Zoom Meetings application, or paid money to Zoom for a Zoom Meetings subscription, except for Enterprise and Business Subscribers and End User Accounts as of June 30, 2020 (the "Class Members").</p> <p>If you are a Class Member, you are automatically included in the Class Action unless you choose to exclude yourself (opt out) by [DATE].</p> <p>If any benefits, including any settlement funds, become available for distribution to the Class Members, you will be notified about how to file a claim form and ask for a share of the settlement funds. You will be legally bound by all orders and judgments of the court, and you will not be able to sue Zoom about claims advanced in the Class Action.</p>
WHAT SETTLEMENT HAS BEEN REACHED?	<p>Zoom has agreed to pay the total amount of CAD\$2 million in settlement of the Class Action (the "Settlement"). The Settlement is a compromise of disputed claims. Zoom denies any wrongdoing and is not admitting anything.</p> <p>The Settlement is subject to approval of the court. Class Members have a right to opt out of the Class Action or, if they do not opt out, to object to the Settlement.</p>
WHAT CAN I RECEIVE FROM THE SETTLEMENT?	<p>If the Settlement is approved, each Class Member will have the opportunity to submit a claim form, which will be required to receive payment of money from the Settlement. Each Class Member who files a valid claim form will receive a portion of the Settlement calculated in accordance with the Distribution Protocol set out below. If the Settlement is approved, instructions</p>

	<p>about how to submit a claim form will be available at [INSERT LINK TO ADMINISTRATOR]. Instructions will also be provided in a separate notice to Class Members following the Settlement approval.</p> <p>The Distribution Protocol provides for the following types of claims:</p> <ul style="list-style-type: none">• Subscriber Claim: If you are a Class Member who paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020, you are eligible to file a claim for the greater of \$15 or 15% of the money you paid to Zoom for the core subscription (i.e., not including other Zoom products or add-on features) during that time. For example, if you spent \$75 on a Zoom Meetings App subscription during the relevant time period, 15% of \$75 is \$11.25. Because \$11.25 is less than \$15, your claim will be treated as a claim for \$15.• Registered User Claim: If you are a Class Member who is not eligible for a Paid Subscription Claim and you used, opened or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020, you are eligible to file a claim for \$15. <p>In the event that the total amount claimed by all Class Members exceeds the amount available for claims, then each payment will be reduced on a <i>pro rata</i> basis. Once the allocations of all Class Members who have filed valid claims have been ascertained, the net Settlement Amount will be allocated to those Class Members.</p> <p>If the Settlement is approved, a further notice will be distributed that describes how Class Members may submit a claim to participate in the Settlement.</p>
HOW CAN I OPT OUT?	<p>If you do not wish to participate in the Class Action and the Settlement, you must opt out by [DATE].</p> <p>To opt out, you must submit a written request to the Claims Administrator at [INSERT ADMINISTRATOR], which must be received by [DATE] to be valid.</p> <p>If your request to opt out is not received by the Claims Administrator by [DATE], it will not be valid and you will be bound by the Settlement. Your request must include your full name, current address, email address and telephone number.</p>
WHAT HAPPENS BASED ON MY OPT OUT DECISION?	<p>A Class Member who opts out will not be entitled to receive money from the Settlement.</p> <p>If you do not timely and properly opt out of the Class Action, or if you do not timely and properly file a claim form with the Claims Administrator, you will be forever barred from receiving any benefits under the Settlement, and from</p>

	commencing or continuing any action against Zoom relating to the subject of the Class Action.
WHAT HAPPENS NEXT?	<p>The Court has scheduled a hearing in this case for [DATE] at [TIME] to consider whether to approve the Settlement and award lawyers' fees and expenses, as well as consider any objections. You or your lawyer may attend and ask to appear at the hearing, but you are not required to do so.</p> <p>If the Settlement is approved, a further notice will be distributed that describes how Class Members may submit a claim to participate in the Settlement.</p>
WHERE CAN I GET MORE INFORMATION?	<p>This notice is a summary. For more information about your rights and how to exercise them, please see the additional documents and information about this case, available online at: [INSERT LINK]</p> <p>The Court has appointed RicePoint Administration Inc. ("RicePoint") as the Claims Administrator. The Claims Administrator can be contacted at:</p> <p>Email: ●</p>
WHO ARE THE LAWYERS FOR THE CLASS?	<p>The law firms of Collette Parsons Corrin LLP and Murphy Battista LLP represent the Class Members:</p> <p>Email: ● Mail: ● Attn: Zoom Privacy Class Action</p>

This notice was authorized by the Supreme Court of British Columbia.

SCHEDULE "C"

ZOOM PRIVACY CLASS ACTION

COURT APPROVED NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL
HEARING

Gabriel Guese v. Zoom Video Communications, Inc., VLC-S-203879

A court authorized this notice. It is not a solicitation from a lawyer.

Read this notice carefully as it may affect your legal rights.

This notice is directed to:

Persons residing in Canada who had a registered Zoom Meetings user account or a paid Zoom Meetings subscription as of June 30, 2020 and who:

- (i) registered, used, opened, or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020; or
- (ii) paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020,

but excluding Enterprise and Business Subscribers as of June 30, 2020 and End User Accounts associated with Enterprise and Business Subscribers as of June 30, 2020.

(the "**Class Members**")

Capitalized terms in the definition of Class Members have the following meanings:

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

Enterprise and Business Subscribers means purchasers of Zoom Meetings licenses for the "Enterprise," "Business," or "Business Plus" levels of Zoom's pricing plans (as opposed to other account types, including "Basic" or "Pro" levels (see [<https://zoom.us/pricing>]]), plus any purchaser of 100 or more Zoom Meetings licenses.

End User Account means a Zoom Meetings user account that belonged to, was controlled by, or was provisioned by a person paying for a Zoom Meetings subscription.

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS. YOU MAY NEED TO TAKE PROMPT ACTION.

Purpose of this Notice

This Notice advises Class Members of the certification and settlement of the class action styled as *Gabriel Guese v. Zoom Video Communications, Inc.*, VLC-S-203879 (the "**Class Action**") brought on behalf of the Class Members. This notice provides Class Members with information about how to opt out of the Class Action and settlement. **Class Members who wish to opt out must do so by •. If you are a Class Member and wish to participate in the settlement of the Class Action, no further action is required on your part at this time.**

Certification of the Class Action

In April 2020, the Class Action was commenced in the British Columbia Supreme Court on behalf of persons residing in Canada. The defendant is Zoom Video Communications Inc. ("**Zoom**").

The Class Action relates to alleged unauthorized sharing of Class Members' information and alleged misrepresentations regarding end-to-end encryption on the Zoom Meetings Application. Specifically, the Class Action advances four theories of alleged conduct by Zoom: (i) alleged unauthorized sharing of users' information with Facebook through the incorporation of Facebook's software development kit in the iOS Zoom application; (ii) alleged unauthorized sharing of users' information with Google through the incorporation of Google's Firebase Analytics software development kit in the Android Zoom application; (iii) unauthorized sharing of users' information with third parties through third-party developers' development and deployment of apps that integrate with Zoom's products; and (iv) allegations that Zoom advertised Zoom Meetings as being end-to-end encrypted at a time when the plaintiff alleges that it was not.

Zoom denies these allegations. The court has not decided who is right.

On [DATE], the British Columbia Supreme Court certified the Class Action as a multi-jurisdictional class proceeding and authorized Gabriel Guese to act as representative plaintiff on behalf of the Class Members.

The Settlement

Zoom has agreed to pay the total amount of CAD\$2 million in settlement of the Class Action (the "**Settlement**"). The Settlement is a compromise of disputed claims. Zoom denies any wrongdoing and is not admitting anything.

The Settlement is subject to approval of the British Columbia Supreme Court, and Class Members have a right to object to the Settlement. If the Settlement is approved by the court, it will be paid into an interest-bearing account.

After deduction of Class Counsel Fees and Disbursements, Administration Expenses and any honorarium for the plaintiff, the balance of the Settlement funds (the "**Net Settlement Amount**") will be distributed to Class Members in accordance with the Distribution Protocol.

If the Settlement is approved, each Class Member who has filed a valid claim will receive a portion of the Net Settlement Amount calculated in accordance with the Distribution Protocol. The Distribution Protocol provides for the following types of claims:

- **Subscriber Claim:** If you are a Class Member who paid money to Zoom for a Zoom Meetings subscription between April 1, 2018 and June 30, 2020, you are eligible to file a claim for the greater of \$15 or 15% of the money you paid to Zoom for the core subscription (i.e., not including other Zoom products or add-on features) during that time. For example, if you spent \$75 on a Zoom Meetings App subscription during the relevant time period, 15% of \$75 is \$11.25. Because \$11.25 is less than \$15, your claim will be treated as a claim for \$15.
- **Registered User Claim:** If you are a Class Member who is not eligible for a Paid Subscription Claim and you used, opened or downloaded the Zoom Meetings Application between April 1, 2018 and June 30, 2020, you are eligible to file a claim for \$15.

If the total amount claimed exceeds the amount available for claims, then each payment will be reduced on a *pro rata* basis. Once the allocations of all Class Members who have filed valid claims have been ascertained, the Net Settlement Amount will be allocated to those Class Members.

In the event that any amounts remain undistributed after the distribution of the Net Settlement Amount (whether as a result of a failure to locate claimants, the failure of any Class Member to make a valid claim, or as a result of any tax refunds or any distributed cheques having become stale-dated or ineligible for redemption), those amounts will be distributed to eligible Class Members in accordance with the Distribution Protocol (if sufficient to warrant a further distribution) or allocated *cy-près* to the Law Foundation of British Columbia.

If the Settlement is approved, a further notice will be distributed that describes how Class Members may submit a claim to participate in the Settlement.

What are your options?

Stay in Class Action

If the Settlement is approved by the court, all Class Members will be bound by its terms unless they have already opted out of the Class Action. You do not have to do anything to be included in the Class Action. If any benefits, including any Settlement funds, become available for distribution to the Class Members, you will be notified about how to make a claim. You will be legally bound by all orders and judgments of the court, and you will not be able to sue Zoom about claims advanced in the Class Action.

Stay in the Class Action and Object to the Settlement or Class Counsel Fees

If you want to object to the proposed Settlement with Zoom or the payment of Class Counsel's fees and expenses, you should do so by setting out your objection in writing addressed to Class Counsel at the address below. You should also include your full name, telephone number and email address.

Opt Out of the Class Actions

If you want to preserve your right to sue the defendant Zoom on your own over the claims advanced in the Class Action, then you need to opt out from the Class Action. If you opt out, you cannot get any money or other benefits from the Class Action and you will not be represented by Class Counsel.

Any Class Member who does not wish to participate in the Settlement must opt out of the Class Action by sending a completed Opt-Out Form to • **[NTD: Administrator]** no later than 5:00 pm Pacific Standard Time on • **[NTD: date 30 days after first publication of notice]**, 2023 (the "**Opt-Out Deadline**"). Those who opt-out will not be bound by the Settlement nor by the release in favour of Zoom contained therein. The Opt-Out Form is attached as Appendix 'A' to this Notice. No Class Members will be permitted to opt-out of the Class Proceeding after the Opt-Out Deadline.

If you opt-out of the Class Action and you wish to bring or maintain your own lawsuit against Zoom, you will take full responsibility for initiating or continuing your claim, and for the legal steps necessary to protect your claims. If the Settlement is approved by the court and you have not opted out, you will not be able to bring or maintain any other claim or legal proceeding against Zoom relating to the claims advanced in the Class Action.

What Happens Next?

The Court has scheduled a hearing in this case for [DATE] at [TIME] to consider whether to approve the Settlement and award lawyers' fees and expenses, as well as to consider any objections. You or your lawyer may attend and ask to appear at the hearing, but you are not required to do so.

If the Settlement is approved, a further notice will be distributed that describes how Class Members may submit a claim to participate in the Settlement.

Claims Administrator

The court has appointed RicePoint Administration Inc. as the Claims Administrator. The Claims Administrator can be contacted at:

Email: •

Copies of the Settlement Agreement, Distribution Protocol, the claim form and the orders of the Courts may be found on the Claims Administrator's website (**NTD: Insert Link**) at Class Counsel's websites (**NTD: Insert Link**) or by contacting Class Counsel via the contact information provided below.

Class Counsel

The law firms of Collette Parsons Corrin LLP and Murphy Battista LLP are Class Counsel. Inquiries may be directed to:

[NTD: Insert Contact Information]

Interpretation

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

PLEASE DO NOT CONTACT THE COURT WITH INQUIRIES ABOUT THE CLASS ACTION OR THE SETTLEMENT. All inquiries should be directed to the Claims Administrator or Class Counsel.

DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE BRITISH COLUMBIA SUPREME COURT

SCHEDULE "D"

Gabriel Guese v. Zoom Video Communications, Inc.

Method of Dissemination of Notice of Certification and Notice Approval Order

The Notice of Certification and Notice Approval Order shall be distributed in the following manner:

Website Notice:

1. RicePoint will establish a website for the settlement at zoomclassaction.ca.
 - a. The website will have a Documents page that will contain links to the following documents:
 - (i) Amended Notice of Civil Claim, (ii) the short form and long form notices, (iii) the opt out form, (iv) the settlement agreement, and (v) all Court orders.
 - b. The Home page will contain a summary of the case, based on the approved notices.
 - c. Counsel in this matter will approve the content posted on the website.

Short-Form Notice:

2. Sent by email via initial email campaign to all Class Members for whom a valid email address is provided to and has been validated by RicePoint:
 - a. in English, to all Class Members residing outside of Quebec; and
 - b. in English and French to all Class Members residing in Quebec.
 - c. RicePoint will send no more than 2 million emails per day, anticipating direct notice will take place over 7 days according to the following schedule, which will be adjusted as needed, based on performance, to improve deliverability:
 - Day 1-3: 2 million
 - Day 4: 2 million
 - Day 5: 2 million
 - Day 6: 2 million
 - Day 7: 1.5 million

3. Sent by email via secondary email campaign to all Class Members whose initial email was not delivered.

Publication Notice:

4. Distributed in an abbreviated format approved by counsel, via approximately one million digital media impressions over various websites over a period of 30 days:
 - a. targeting adults 18 years of age or older in Canada, including likely Zoom users (based on online behaviors and interests, and via content targeting for teleconferencing, videotelephony and videoconferencing, video chat, and collaborative software); and
 - b. in English and French, as appropriate.
 - c. All digital media notices will include an embedded link to the case website.

SCHEDULE "E"

OPT-OUT FORM

Mail or courier: RicePoint Administration Inc. (Claims Administrator)
[insert mailing address]

Email address: [insert email address]

This is NOT a claim form. Completing this OPT-OUT FORM will exclude you from receiving any compensation from any settlement or judgment in the Class Proceeding described below.

To opt-out, this form must be properly completed and sent to the Claims Administrator by email, regular mail, or courier at the above address within 30 days, meaning no later than **[FINAL OPT-OUT DATE]**

No. S-203879
VANCOUVER REGISTRY

BETWEEN: IN THE SUPREME COURT OF BRITISH COLUMBIA

GABRIEL GUESE

AND: PLAINTIFF

ZOOM VIDEO COMMUNICATIONS, INC.

DEFENDANT

By opting out of this class proceeding, I understand that:

(1) I do not wish to participate in the Class Proceeding; and

(2) I take full responsibility for any relevant limitation period and for taking all necessary steps to assert or protect any individual claim I may have.

To opt out of the Class Proceeding, complete the following information and then sign and return this form to the Claims Administrator in accordance with the instructions and 30-day deadline described above:

Current Date:	
Full Name of Class Member:	
Current Address of Class Member:	
Email Address of Class Member:	
Telephone Number of Class Member:	
Reason for Opting Out of the Class Proceeding:	

Signature of Class Member Opting-Out

Name of Witness: _____

Telephone: _____

Email: _____

For further information please consult the website located at: [insert link]

NO. S203879
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GABRIEL GUESE

PLAINTIFF

AND:

ZOOM VIDEO COMMUNICATIONS, INC.

DEFENDANTS

O R D E R

MURPHY BATTISTA LLP
Barristers and Solicitors
2020 – 650 West Georgia Street
Vancouver, B.C. V6B 4N7
Attention: Angela Bespflug

Tel: 604-683-9621

Agent: Last Minute Filing

File No: C1135