

CLASS ACTION SETTLEMENT AGREEMENT

Made on November 30, 2023

(the “Date of Execution”)

Between:

Deborah Louise Douez as Representative Plaintiff

and

Meta Platforms, Inc. (formerly known as Facebook, Inc.)

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1. RECITALS

- 1.1. **WHEREAS** Deborah Louise Douez, in her capacity as representative plaintiff (the “Plaintiff”), and the defendant, Facebook, Inc., now known as Meta Platforms, Inc. (“Facebook” or the “Defendant”) (collectively the “Parties”), hereby enter into this Settlement Agreement providing for settlement of the action described below, pursuant to the terms and conditions set forth herein, subject to approval of the Court;
- 1.2. **AND WHEREAS** the Plaintiff commenced an action bearing Court File No. VLC-S-S-122316 in the Vancouver Registry of the Supreme Court of British Columbia, (the “Action”) against Facebook pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50, in which she alleges that Facebook used her name and portrait as well as names and portraits of other natural persons resident in British Columbia, Saskatchewan, Manitoba and Newfoundland and Labrador in “Sponsored Stories” without their consent (defined more specifically below as the “Class”), in violation of the privacy legislation of British Columbia, Saskatchewan, Manitoba and Newfoundland and Labrador, being the *Privacy Act*, R.S.B.C. 1996, c. 373; the *Privacy Act*, R.S.S. 1978, c. P-24; the *Privacy Act*, C.C.S.M. c. P125; and the *Privacy Act*, R.S.N.L. 1990, c. P-22 (collectively the “Privacy Acts”);
- 1.3. **AND WHEREAS** the Plaintiff and Class Members sought compensation for the Defendant’s alleged breach of the Privacy Acts;
- 1.4. **AND WHEREAS** the Plaintiff and the Defendant agree that neither this Settlement Agreement nor any statement made in negotiation thereof shall be deemed or construed to be an admission by or evidence against the Defendant or evidence of the truth of any of the Plaintiff’s allegations against the Defendant, which allegations are expressly denied by the Defendant;
- 1.5. **AND WHEREAS** the Defendant is entering into this Settlement Agreement in order to achieve a final resolution of all claims asserted or which could have been asserted against the Defendant by the Plaintiff and the Class;
- 1.6. **AND WHEREAS** counsel for the Parties have engaged in arm’s length settlement discussions and negotiations, including with the assistance of a mediator;

- 1.7. **AND WHEREAS** as a result of the aforementioned settlement discussions and negotiations, the Defendant and Plaintiff have entered into this Settlement Agreement, which embodies all of the terms and conditions of settlement between the Defendant and the Plaintiff, both individually and on behalf of the Class, subject to approval of the Court;
- 1.8. **AND WHEREAS** as part of this resolution, the Defendant agreed to pay the Settlement Amount;
- 1.9. **AND WHEREAS** the Plaintiff agreed to accept the Settlement Amount, in part, because of the value of the Settlement Amount paid under this Settlement Agreement, and although having succeeded on the issue of liability on a summary trial against the Defendant (*Douez v Facebook, Inc.*, 2022 BCSC 914) (“Liability Decision”), because of risks associated with the pending appeal of the Liability Decision and the pending damages common issues trial;
- 1.10. **AND WHEREAS** the Plaintiff has reviewed and fully understands the terms of this Settlement Agreement and, having been advised of the applicable facts and law, and having regard to the proposed dismissal of the Action in its entirety, the value of the Settlement Amount to be provided by the Defendant, the burden and expense associated with continued prosecution of the Action, including the risks and uncertainties associated with applications, trials and appeals, the Plaintiff has concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Class that she represents in the Action;
- 1.11. **AND WHEREAS** the Plaintiff and Class Members intend to fully and completely settle and resolve the claims advanced or which could have been advanced in the Action as against the Defendant on the Effective Date pursuant to this Settlement Agreement;
- 1.12. **AND WHEREAS** the Parties therefore wish to, and hereby do, finally resolve the Action, without admission of liability, as against the Defendant;
- 1.13. **AND WHEREAS** for the purposes of settlement only and conditional on approval by the Court as provided for in this Settlement Agreement, the Plaintiff has consented to a dismissal of the Action.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth in this Settlement Agreement and for the good and valuable considerations, the

receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action shall be settled and dismissed with prejudice and without costs, subject to the approval of the Court on the following terms and conditions:

2. DEFINITIONS

- 2.1. **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiff, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of any notices and claims administration but excluding Class Counsel Fees.
- 2.2. **Approved Claim** means a Claimant's Claim for a payment from the Net Settlement Fund approved by the Claims Administrator.
- 2.3. **Claim** means the claim of a Class Member for payment from the Net Settlement Fund pursuant to the process ordered by the Court.
- 2.4. **Claimant** means a person, being a Class Member, seeking compensation pursuant to this Settlement Agreement.
- 2.5. **Claims Administrator** means a person proposed by Class Counsel and appointed by the Court to administer this Settlement Agreement, including issuing notices and any claims process, in accordance with the provisions of this Settlement Agreement, and any employees of such person. Class Counsel has proposed that MNP Ltd. be the Claims Administrator.
- 2.6. **Claims Period** means the period commencing on the Effective Date, and expiring at 12:01am, PST, on the one hundred and twentieth (120) day after the Effective Date.
- 2.7. **Class** and **Class Members** means all resident natural persons of British Columbia, Saskatchewan, Manitoba, and Newfoundland and Labrador, who were members of Facebook at any time from January 1, 2011 to May 30, 2014 and: a) who at any time during this period were registered with Facebook using their real name, or had a profile picture that included an identifiable self-image, or both; and b) whose real name, identifiable portrait, or both were used by Facebook in a Sponsored Story.

- 2.8. **Class Counsel** means Branch MacMaster LLP and Michael Sobkin Law Corporation.
- 2.9. **Class Counsel Fees** means the fees, disbursements, and applicable taxes.
- 2.10. **Class Period** means January 1, 2011 to May 30, 2014.
- 2.11. **Common Issues** means the common issues listed in **Schedule “A”**.
- 2.12. **Counsel for the Defendant** means Osler, Hoskin and Harcourt LLP.
- 2.13. **Court** means the Supreme Court of British Columbia.
- 2.14. **Date of Execution** means the date on which the Parties have executed this Settlement Agreement.
- 2.15. **Defendant** means Facebook, Inc., now Meta Platforms Inc.
- 2.16. **Effective Date** means the date on which the Final Order has been received from the Court.
- 2.17. **Eligible Claimant** means a Class Member who did not opt out of the Proceeding by May 10, 2020, and who submitted a Claim and has been determined by the Claims Administrator to be eligible to receive a payment from the Net Settlement Fund.
- 2.18. **Final Order** means the final order made by the Court in respect of the approval of this Settlement Agreement pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50, once the time to appeal such order has expired without any appeals being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement upon final disposition of all appeals.
- 2.19. **Final Report** means a report, prepared by the Claims Administrator, setting out, among other things, (i) the number of Claimants; (ii) the number of Approved Claims; (iii) the number of Claims rejected by the Claims Administrator; and (iv) the payment from the Net Settlement Fund paid to each Eligible Claimant.

- 2.20. **Net Settlement Fund** means the net amount remaining of the Settlement Amount after deduction of any court-approved expenses, including Class Counsel Fees and Administration Expenses and notice costs.
- 2.21. **Notice of Claims Procedure** means any form or forms of notice, agreed to by the Plaintiff and the Defendant, or such other form or forms as may be approved by the Court, which informs the Class of (a) approval of this Settlement Agreement; and (b) the process by which the Class Members may apply to obtain compensation from the Settlement Amount.
- 2.22. **Notice of Settlement Approval Hearing** means the form or forms of notice, agreed to by the Plaintiff and the Defendant, or such other form or forms as may be approved by the Court, which informs the Class of: (i) the principal elements of this Settlement Agreement; (ii) the date and location of the Settlement Hearing; and (iii) timing and manner for submitting objections to approval of the Settlement Agreement.
- 2.23. **Notices** means the notices approved by the Court, to be distributed to Class Members, in respect of (a) Notice of Settlement Hearing (in the form attached as **Schedule B1 and B2**); (b) Notice of Claims Procedure; (c) Notice of termination of this Settlement Agreement if it is terminated or otherwise terminated by Court order; and (d) any other notice that may be required by the Court.
- 2.24. **Objection and Notice of Intention to Appear** means a Class Member's objection to the Settlement Agreement, and a statement of whether they intend to appear and make submissions at the Settlement Approval Hearing as set out in Section 6.
- 2.25. **Objection Deadline** means the date which is sixty (60) days after the date on which the Notice of Settlement Approval Hearing is first published, which is for the purpose of filing an Objection and Notice of Intention to Appear at the Settlement Approval Hearing.
- 2.26. **Party and Parties** mean the Plaintiff and the Defendant, and, where necessary, the Class Members.
- 2.27. **Plan of Dissemination** means a plan for distribution of Notices in the form set out in **Schedule C**.

- 2.28. **Proceeding** means the Action commenced by the Plaintiff, in the Supreme Court of British Columbia, Court File No. VLC-S-S-122316 against Facebook, Inc., pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50.
- 2.29. **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, complaints or demands for payment, whether class, individual or otherwise in nature, including assigned whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that the Plaintiff or Class Members ever had, now have or hereafter can, shall, or may ever have, relating to the conduct as alleged in the Proceeding.
- 2.30. **Releasees** means the Defendant and all of the Defendant's current and former employees, directors, officers, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, divisions, branches, units, shareholders, investors, successors, predecessors, and assigns, and all other individuals and entities acting on the Defendant's behalf.
- 2.31. **Releasors** means the Plaintiff and the Class Members and their respective estates, trustees, representatives, heirs, executors, administrators.
- 2.32. **Representative Plaintiff** means Deborah Louise Douez.
- 2.33. **Settlement Agreement** means this agreement, including the Recitals and Schedules.
- 2.34. **Settlement Amount** means the non-reversionary all-inclusive sum of \$51,000,000 (fifty-one million dollars).
- 2.35. **Settlement Approval Hearing** means the hearing at which the Parties seek approval of the Settlement Agreement and the Plaintiff seeks approval of Class Counsel Fees.
- 2.36. **Sponsored Stories** or singular **Sponsored Story** means advertising or marketing product as identified and named as "Sponsored Stories" by

Facebook, and offered by Facebook to advertisers or marketers during the Class Period.

- 2.37. **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) held at a Canadian financial institution under the control of Class Counsel or the Claims Administrator, if appointed, for the benefit of the Class Members, as provided for in this Settlement Agreement.

3. SETTLEMENT APPROVAL

3.1. Best Efforts

- 3.1.1. The Parties shall use their best efforts to effectuate this Settlement Agreement, including obtaining the Final Order.

3.2. Application Seeking Approval of Notice and Approval of Settlement Agreement

- 3.2.1. At a time mutually agreed to by the Plaintiff and the Defendant after the Execution Date, the Plaintiff shall bring an application before the Court appointing the Claims Administrator and approving the Notice of Settlement Approval Hearing. The order approving Notice of Settlement Approval Hearing shall be substantially in the form set out in **Schedule “C”** or as otherwise ordered by the Court.
- 3.2.2. Following receipt of the order approving the Notice of Settlement Approval Hearing and following the expiration of the applicable Objection Deadline and at a time mutually agreed to by the Parties, the Plaintiff shall bring an application before the Court for an order approving this Settlement Agreement (the Settlement Approval Hearing).
- 3.2.3. The order approving this Settlement Agreement shall be substantially in the form set out in **Schedule “D”**.

3.3. Settlement Agreement Effective

3.3.1. This Settlement Agreement shall become final and binding on the Effective Date.

4. CLAIMS ADMINISTRATION AND CLAIMS ADMINISTRATION PROCEDURE

4.1. Appointment and role of Claims Administrator

4.1.1. Class Counsel will appoint the Claims Administrator at its sole discretion, subject to Court approval.

4.1.2. The Claims Administrator shall be responsible for:

4.1.2.1. distributing Notice of the Settlement Approval Hearing to Class Members, pursuant to the order approving Notice of Settlement Approval Hearing, substantially in the form set out in Schedule "C";

4.1.2.2. distributing Notice of the Claims Procedure to Class Members in the form and manner approved by the Court;

4.1.2.3. receiving, reviewing, and creating and storing electronic copies of every claim submitted by a Claimant;

4.1.2.4. setting up and maintaining a website to disseminate information about the procedure to make Claims, to answer commonly asked questions, and to publish the Settlement Agreement and related documentation;

4.1.2.5. periodically preparing reports for Class Counsel summarizing the number of claims received;

4.1.2.6. reporting to Class Counsel the total number of Claims received and the total amounts payable, and any other amounts under the Settlement Agreement;

4.1.2.7. distributing settlement funds to Claimants, and

- 4.1.2.8. anything that is required by, or incidental to, the duties of the Claims Administrator, described in the Settlement Agreement.
- 4.1.3. Any information provided by or regarding Class Members, or otherwise obtained pursuant to the Settlement Agreement, including information provided to the Claims Administrator for the purposes of carrying out its duties hereunder, shall be kept strictly confidential and shall not be disclosed except to appropriate persons, and only to the extent necessary to process a Claim or to provide benefits under the Settlement Agreement, or as otherwise expressly provided for in the Settlement Agreement, by Court Order, or as required by law.
- 4.1.4. Class Counsel shall have access to all information maintained by the Claims Administrator regarding each Claimant and the processing and payment of a Claim.
- 4.1.5. All written communications with each Claimant shall be conducted by email to the last known email address provided by the Claimant. Each Claimant shall keep the Claims Administrator apprised of their current email contact information.
- 4.1.6. If, for any reason, the Claims Administrator becomes unable or unwilling to continue to act in this role, Class Counsel may choose an alternate claims administrator at its sole discretion, subject to the approval of the Court.

4.2. **Claims Administration Procedure**

- 4.2.1. All Class Members will be required to submit to the Claims Administrator a completed Claim Form in the form attached as **Schedule “E”** before the end of the Claims Period. Claimants shall be required to provide the following information on the Claim Form: (a) name and contact information, which must include current physical address, email address and phone number; (b) their Facebook username; (c) email address as provided to Facebook; (d) full address of residence during the Class Period (apartment or unit number (if applicable), street number, street name, city or town, province, and postal code); (e) date when Claimant joined Facebook; (f) an attestation that the Claimant used their real name as their Facebook profile name and/or their real likeness as their Facebook profile image during the Class Period; and (g) and an

attestation regarding the truth and accuracy of the information provided in the Claim Form.

- 4.2.2. Claimants are to submit their Claim Form to the Claims Administrator in electronic form, who shall provide copies of submitted claims to Class Counsel and Counsel for the Defendant upon request.
- 4.2.3. The Claims Administrator shall only accept Claims submitted by Eligible Claimants. The decision of the Claims Administrator to accept or reject any Claim is final and binding and there shall be no right of appeal or other recourse to any court or tribunal from the decision.
- 4.2.4. The Claims Administrator is at liberty to apply to the Court for directions if any issue arises in the claims administration process, which the Claims Administrator is unable to resolve.
- 4.2.5. All Claims must be received by the Claims Administrator by 5:00 pm Pacific Time on the last day of the Claims Period. The Claims Administrator shall deny any Claim received or completed after that date and time. No claims may be made after expiry of the Claims Period.
- 4.2.6. The Claims Administrator shall process all claims in a cost-effective and timely manner, and in accordance with the terms of the Settlement Agreement, and orders of the Court.
- 4.2.7. The Claims Administrator shall make arrangements to pay claims from the Net Settlement Fund as expeditiously as possible, after the Claims Period has ended.
- 4.2.8. All payments will be calculated in Canadian currency and payments will be paid by electronic transfer in Canadian currency.
- 4.2.9. The Claims Administrator shall keep clear records such that any amounts remaining after the payment to Eligible Claimants can be identified as resulting from undeliverable electronic transfers, or otherwise, so that any such funds can be dealt with in accordance with the Settlement Agreement.

- 4.2.10. In the event the distribution of funds to Eligible Claimants does not result in distribution of the entirety of the Net Settlement Fund, the Claims Administrator will distribute any balance in accordance with Section 4.3 of the Settlement Agreement.

4.3. Final Calculation and Cy-Près Distribution

- 4.3.1. Settlement funds issued by the Claims Administrator that are not deliverable to or retrieved by an Eligible Claimant within thirty (30) days of issuance will become stale-dated, ineligible for redemption, and shall not be reissued.
- 4.3.2. Forthwith after the date on which all or substantially all remaining settlement funds have become stale-dated, and ineligible for redemption pursuant to the preceding clause, the Claims Administrator shall advise Class Counsel and Counsel for the Defendant of the total dollar value of funds claimed by Claimants.
- 4.3.3. The Claims Administrator shall distribute 50% of any unclaimed funds to the Law Foundation of British Columbia and shall distribute the remaining 50% of the unclaimed funds to an organization(s) mutually agreed upon by the Parties, and failing agreement to the Law Foundation of British Columbia, in accordance with s. 36.2 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50.
- 4.3.4. The Claims Administrator will report to the Court regarding the disposition of the Net Settlement Fund to Eligible Claimants, including the number of Eligible Claimants to whom payments were made, the receipt of Administration Expenses, and the distribution of any remaining Settlement Amount on a *cy-près* basis. The report to the Court shall be delivered to Class Counsel, Counsel for the Defendant and to the Court as soon as practicable after completion of the claims administration procedure described in Section 4.2.

5. SETTLEMENT BENEFITS

5.1. Relief Provided to Class Members

5.1.1. The Net Settlement Fund will be distributed to Eligible Claimants in accordance with Section 4.2. Each Eligible Claimant will be entitled to receive an equal *pro rata* share of the Net Settlement Fund. This sum will be calculated by the Claims Administrator at the end of the Claims Period and will be based upon the amount of the funds available for distribution in the Net Settlement Fund divided by the number of Eligible Claimants to whom payments are being directed, to a maximum amount of \$200 per each Eligible Claimant.

5.2. Applicable Currency

5.2.1. All dollar amounts set forth in the Settlement Agreement are expressed in Canadian currency.

5.3. Payment of Settlement Amount

5.3.1. Within thirty (30) days of the Date of Execution, the Defendant shall pay the sum of \$500,000.00, to Branch MacMaster LLP, for deposit into the Trust Account, to address payment for the costs to issue the Notices (the "Deposit"). If the full amount is not used in respect of the cost to issue the Notices, the remainder is to be used as payment for other costs associated with the Claims Administration Procedure as described in Section 4.2 or it will form part of the Net Settlement Fund.

5.3.2. Within thirty (30) days of the Final Order, the Defendant shall pay the Settlement Amount minus the Deposit, totaling \$50.5 million, to Branch MacMaster LLP, in trust, in full satisfaction of (a) all payment obligations under this Settlement Agreement, and (b) the Released Claims against the Releasees.

5.3.3. Payment of the Deposit and the Settlement Amount shall be made by or on behalf of the Defendant by wire transfer. Class Counsel will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number,

name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

- 5.3.4. Class Counsel will receive the above-noted Deposit and the Settlement Amount in trust in full satisfaction of all payment obligations under this Settlement Agreement and in full satisfaction of the Released Claims against the Releasees.
- 5.3.5. Class Counsel shall maintain the Trust Account for purposes of this Settlement Agreement. Class Counsel shall not pay out all or part of the monies in the Trust Account, except in accordance with this Settlement Agreement or in accordance with an order of the Court obtained after notice to the Defendant, and in any event, after all appeal rights, if any, have either lapsed or been exhausted.
- 5.3.6. The Claims Administrator will deliver a Final Report to Class Counsel, Counsel for the Defendant, and to the Court within ninety (90) days of the end of the Claims Period.
- 5.3.7. The Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement.
- 5.3.8. Class Counsel and the Claims Administrator shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Court obtained after notice to the Parties.
- 5.3.9. On or after the Effective Date, Class Counsel may pay the approved Class Counsel Fees from the Settlement Amount, and shall thereafter pay what remains from the Settlement Amount in Class Counsel's Trust Account to the Claims Administrator, including any interest that may have accrued on those amounts, to then be held in the Class Administrator's Trust Account.
- 5.3.10. Costs to issue Notices, deliver funds to Eligible Claimants, and other costs associated with the Claims Administration Procedure as described in Section 4.2, are to be paid from the Settlement Amount, including the Deposit described in section 5.3.1 above.

5.4. Taxes and Interest

- 5.4.1. Except as hereinafter provided, all interest earned on the Settlement Amount, including the Deposit, shall accrue to the benefit of the Class and shall become and remain part of the Trust Account.
- 5.4.2. All taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. All taxes (including interest and penalties) due with respect to the income earned on the Settlement Amount shall be paid from the Trust Account.
- 5.4.3. The Defendant shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Defendant who, in such case, shall be responsible for the payment of all taxes on such interest.
- 5.4.4. All Settlement Funds held by Class Counsel and the Administrator shall be considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds have been distributed pursuant to this Settlement Agreement and/or further order of the Court.

6. OBJECTIONS

6.1. Objection Procedure

- 6.1.1. A Class Member may object to approval of the Settlement Agreement by sending a written objection by email to Class Counsel in the form attached as **Schedule "F"**.
- 6.1.2. Objections must be received before 5:00 pm Pacific Time on or before the Objection Deadline.
- 6.1.3. A Class Member who wishes to object to the approval of the Settlement Agreement shall state in their objection: (a) their full name, current

mailing address, telephone number, and email address; (b) their Facebook username; (c) email address as provided to Facebook; (d) full address of residence during the Class Period (apartment or unit number (if applicable), street number, street name, city or town, province, and postal code); (e) a brief statement of the nature and reasons for the objection; (f) a declaration that the person believes they are a member of the Class and the reason for that belief; and (g) whether the person intends to appear at the Settlement Approval Hearing or intends to appear by counsel, and if by counsel, the name, address, telephone number, and email address of counsel.

- 6.1.4. Within fourteen (14) days of the Objection Deadline, Class Counsel will report to the Court the names of persons who objected and copies of any objections, copied to Counsel for the Defendant and to the Claims Administrator.
- 6.1.5. Any Class Members who opted out of the Proceeding by May 10, 2020, shall not be entitled to submit a written objection or appear or be heard at the Settlement Approval Hearing.

7. TERMINATION OF SETTLEMENT AGREEMENT

7.1. Right of Termination

- 7.1.1. The Defendant or the Plaintiff, in their respective sole discretion, have the option to terminate this Settlement Agreement in the event that:
 - 7.1.1.1. the form and content of the Final Order approved by the Court departs materially from the form and content of the order agreed upon by the Plaintiff and the Defendant;
 - 7.1.1.2. the Court declines to approve this Settlement Agreement or any material term or part hereof;
 - 7.1.1.3. the Court declines to dismiss the Action; or
 - 7.1.1.4. The Settlement Amount is not paid in full in accordance with this Settlement Agreement.

- 7.1.2. To exercise this right of termination, a terminating party shall deliver a written notice of termination pursuant to this Settlement Agreement before any payments to Eligible Claimants have commenced and within fifteen (15) business days of the fact of the condition being met becoming known to the terminating party. No Party may terminate the Settlement Agreement once the Claims Administrator begins to issue payments to Eligible Claimants. Upon delivery of such a written notice, this Settlement Agreement shall be terminated, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Plaintiff and the Defendant, and shall not be used as evidence or otherwise in any litigation.
- 7.1.3. Any order, ruling or determination made by the Court with respect to Class Counsel Fees and issuance of Notices shall be deemed not 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.

7.2. If Settlement is Terminated

- 7.2.1. If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, it shall be, except as provided for in section 7.4.1, null and void, have no further force and effect, shall not be binding, and shall not be used as evidence or otherwise in litigation.

7.3. Allocation of Monies in the Trust Account Following Termination

- 7.3.1. Following termination of the Settlement Agreement, Class Counsel shall deliver to the Defendant the amount the Defendant paid to Branch MacMaster LLP pursuant to Section 5, plus all accrued interest thereon, within thirty (30) business days of termination in accordance with this Settlement Agreement, less any costs of Notices and Administrative Costs incurred or payable.
- 7.3.2. The Plaintiff and the Defendant reserve all of their respective rights if this Settlement Agreement is terminated.

7.4. Survival of Provisions After Termination

- 7.4.1. If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 5.3.4, 5.4.3, 7.1.2, 7.2.1, 7.3.1, 7.3.2, 7.4.1, 9.1.2, 9.2.1, 10.1.3, and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of interpreting these surviving sections within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

8. RELEASES, DISCONTINUANCE AND DISMISSAL

8.1. Release of Releasees

- 8.1.1. Upon the Effective Date, and in consideration of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasers shall forever and absolutely release and discharge the Releasees from the Released Claims and shall not make any claim or take or continue any proceedings arising out of the subject matter of the Released Claims against the Releasees or any other person, corporation or entity which might claim from the Releasees damages or contribution and indemnity or other relief under the provisions of the common law, or any other law or statute.
- 8.1.2. Notwithstanding that the Releasers may discover facts in addition to, or different from, those facts which they know or believe to be true, this release of the Releasees shall nevertheless continue to apply to release all Released Claims against the Releasers.
- 8.1.3. Each Class Member, whether or not they submit a claim or otherwise receive an award, will be forever barred and enjoined from continuing, commencing, instituting or prosecuting any action or other proceeding asserting against any of the Defendant or Releasees any claims that constitute any Released Claims.

8.2. Dismissal of the Proceeding

- 8.2.1. On the date of the Settlement Approval Hearing, Class Counsel shall bring such applications as are necessary to dismiss the Action with prejudice and without costs.
- 8.2.2. Upon the Effective Date, each Class Member who has not opted out of the Proceeding shall be deemed to irrevocably consent to the dismissal of the Action, without costs and with prejudice.

8.3. Material Term

- 8.3.1. The releases, covenants, dismissals contemplated in this section shall be considered a material term of this Settlement Agreement and the failure of any Court to approve the releases, covenants, dismissals, contemplated herein, shall give rise to a right of termination pursuant to s. 7.1 of the Settlement Agreement.

9. EFFECT OF SETTLEMENT

9.1. No Admission of Liability

- 9.1.1. The Parties entered this Settlement Agreement with the intention that it constitute a full, final, and complete resolution of all disputes between them with respect to the Proceeding. This Settlement Agreement encompasses claims that are contested, and will not be deemed to be an admission by the Defendant of the merits of any Claim.
- 9.1.2. The Parties expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. Further, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, 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 fault, omission, wrongdoing or liability by the Defendant, or of the truth of any of the claims or allegations contained in the Proceeding against the

Defendant and cannot be used for any purpose whatsoever in any subsequent proceeding related to the matters in issue.

9.2. Agreement not Evidence

- 9.2.1. The Parties agree that, whether or not this Settlement Agreement is finally approved, is terminated or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, 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 present, pending or future action or proceeding, except by the Parties in a proceeding to approve or enforce this Settlement Agreement, by a Releasee to defend against the assertion of a Released Claim, by a Releasee in any insurance-related proceeding, or as otherwise required by law or as provided in this Settlement Agreement.

10. NOTICE TO THE CLASS

10.1. Notices Required

- 10.1.1. Class Members shall be given a single Notice of Settlement Approval Hearing in the form attached as **Schedules "B1"** and **"B2"** of: (i) the right, form and manner to object to the Settlement Agreement; (ii) the hearing at which the Court will be asked to approve the Settlement Agreement; and (iii) if brought with the hearing to approve the Settlement Agreement, the hearing to approve Class Counsel Fees.
- 10.1.2. If the Settlement Agreement is approved, Class Members will receive the Notice of Claims Procedure in the form attached as **Schedule "G"**, advising of the process for applying to receive settlement benefits.
- 10.1.3. If the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the Class shall be given notice of such event.

10.2. Form and Distribution of Notices

10.2.1. The form and content of Notices shall be in the form attached as Schedules “B1 and B2” and Schedule “G”, and approved by the court.

10.2.2. The Notices shall be disseminated by a method approved by the Court.

11. CLASS COUNSEL FEES, DISBURSEMENTS AND EXPENSES

11.1.1. Class Counsel shall pay any costs of the Notices from the Trust Account.

11.1.2. Class Counsel may seek Court approval to pay Class Counsel Fees and Administration Expenses contemporaneously with an application seeking approval of this Settlement Agreement, or at such other time as they shall determine in their sole discretion. The Defendant will not oppose such application.

11.1.3. Class Counsel may request the Court to confer on the Plaintiff a reasonable honorarium in a total amount not to exceed \$10,000.00 to be paid from Class Counsel Fees and not the Net Settlement Fund.

11.1.4. The Defendant acknowledges that it is not a party to the application concerning the approval of Class Counsel Fees, and shall have no standing to oppose such application, and that it will have no involvement and make no submissions in the approval process to determine the amount of Class Counsel Fees.

11.1.5. Class Counsel Fees and any Administration Expenses may only be paid out of the Trust Account after the Effective Date.

12. MISCELLANEOUS

12.1. Authorship

12.1.1. The Settlement Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them solely by reason of authorship.

12.2. Applications for Directions

- 12.2.1. The Parties may apply to the Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.
- 12.2.2. All applications contemplated by this Settlement Agreement shall be on notice to the Parties.

12.3. Headings, etc.

- 12.3.1. The division of this 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 the terms “this Settlement Agreement”, “hereof”, “hereunder”, “herein” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

12.4. Computation of Time

- 12.4.1. In the computation of time in this Settlement Agreement, except where a contrary intention appears:
 - 12.4.1.1. 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; and
 - 12.4.1.2. only in the case where the time for doing an act expires on a holiday as “holiday” is defined in the *Supreme Court Civil Rules*, BC Reg 168/2009, the act may be done on the next day that is not a weekend or statutory holiday.

12.5. Ongoing Jurisdiction

- 12.5.1. The Court shall maintain jurisdiction with respect to implementation, administration, interpretation and enforcement of this Settlement Agreement, and the Parties attorn to the jurisdiction of the Court for such purposes.

12.6. Governing Law

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

12.7. Entire Agreement

12.7.1. This Settlement Agreement, including the Recitals herein and the Schedules attached hereto, constitute the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.8. Amendments

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

12.9. Binding Effect

12.9.1. This Settlement Agreement shall be binding upon, and enure to the benefit of, the Releasors, 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.

12.10. Counterparts

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

12.11. Negotiated Agreement

12.11.1. This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, all have no bearing upon the proper interpretation of this Settlement Agreement.

12.12. Recitals

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

12.13. Schedules

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

12.14. Acknowledgements

12.14.1. The Parties hereby affirm and acknowledge that they (a) have read and understood this Settlement Agreement; (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to them; (c) they fully understand each term of this Settlement Agreement and its effect; and (d) have not relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

12.15. Authorized Signatures

12.15.1. Each undersigned represents full authorization to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified below their respective signatures.

12.16. Notice

12.16.1. Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another Party, such notice, communication or document shall be provided by email, facsimile, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiff and for Class Counsel

Christopher Rhone, Avichay Sharon, Michael Sobkin, and Jacqueline Palef

BRANCH MACMASTER LLP
1410 - 777 Hornby Street
Vancouver, BC V6Z 1S4
Tel: 604-654-2999

Email: crhone@branmac.com / asharon@branmac.com /
jpalef@branmac.com / jbury@branmac.com / msobkin@sympatico.ca

For the Defendant:

Mark A. Gelowitz, Tristram Mallett, W. David Rankin, and Victoria Luxford

OSLER, HOSKIN & HARCOURT LLP
Bentall Four
1055 Dunsmuir St Suite 3000
Vancouver, BC V7X 1K8
Tel: 604-692-2774

Email: mgelowitz@osler.com / tmallett@osler.com / drankin@osler.com /
vluxford@osler.com

12.17. Date of Execution

12.17.1. Although signed on dates noted below, the Parties agree that the execution date is as shown as the “Execution Date” on the cover page.

SIGNED AT VICTORIA, BRITISH COLUMBIA ON _____

The Plaintiff, Deborah Louise Douez

SIGNED AT _____, _____ ON _____

Authorized Representative for Meta
Platforms, Inc. (formerly Facebook, Inc.)

SCHEDULE "A" – COMMON ISSUES

Common Issue 1: What if any Online Actions taken by a Class Member on Facebook's service would constitute express or implied consent to the Class Member's name or portrait being used in a Sponsored Story, such that it constitutes consent within the meaning of:

- a. the *Privacy Act*, R.S.B.C. 1996, c. 373 (the "B.C. Privacy Act"), section 3(2)?
- b. the *Privacy Act*, R.S.S. 1978, c. P-24 (the "Saskatchewan Privacy Act"), section 4(1)?
- c. the *Privacy Act*, C.C.S.M. c. P125 (the "Manitoba Privacy Act") section 5(a)?
- d. the *Privacy Act*, R.S.N.L. 1990, c. P-22 (the "Newfoundland Privacy Act") section 5(1)(a)?

(Collectively the "Privacy Acts")

Common Issue 2: Were all or only some Sponsored Stories for the purpose of:

- a. advertising or promotion within the meaning of s. 3(2) of the B.C. Privacy Act?
- b. advertising or promoting the sale of, or any other trading in, any property or services, or for any other purposes of gain to the user within the meaning of section 3(c) of the Saskatchewan Privacy Act?
- c. advertising or promoting the sale of, or any other trading in, any property or services, or for any other purposes of gain to the user within the meaning of s. 3(c) of the Manitoba Privacy Act?
- d. advertising or promoting the sale of, or other trading in, property or services, or for other purposes of advantage to the user within the meaning of s. 4(c) of the Newfoundland Privacy Act?

Common Issue 3:

- a. Does the B.C. Privacy Act apply to Facebook in relation to B.C. residents who used Facebook's services?
- b. Does the Saskatchewan Privacy Act apply to Facebook in relation to Saskatchewan residents who used Facebook's services?
- c. Does the Manitoba Privacy Act apply to Facebook in relation to Manitoba residents who used Facebook's services?

- d. Does the Newfoundland Privacy Act apply to Facebook in relation to Newfoundland and Labrador residents who used Facebook's services?

Common Issue 4: Are Class Members entitled to damages without individual proof of damage pursuant to:

- a. s. 3(2) of the B.C. Privacy Act?
- b. s. 2 of the Saskatchewan Privacy Act?
- c. s. 2(2) of the Manitoba Privacy Act?
- d. s. 3(1) of the Newfoundland Privacy Act?

Common Issue for the B.C. Resident Subclass: Is a tort under s. 3(2) of the B.C. Privacy Act provable as an independent tort without regard to the elements of sections 1(2) and (3) of the B.C. Privacy Act?

Common Issue 5: Can the amount of damages be determined on an aggregate basis; if so, in what amount?

Common Issue 6: Does the defendant's conduct justify an award of punitive damages in favour of the Class; if so, in what amount?

Common Issue 7: Is the defendant obligated to account to the plaintiff for any profits that accrued to the defendant by reason or in consequence of the unauthorized use of Class members' name and/or portraits, pursuant to (a) the common law or principles of equity applicable in British Columbia; (b) s. 4(1)(c) of the Manitoba Privacy Act, (c) s. 7(c) of the Saskatchewan Privacy Act, and (d) s. 6(1)(c) of the Newfoundland and Labrador Privacy Act?;

Common Issue 8: Is the defendant liable to pay interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; if so, in what amount?

**SCHEDULE “B1” - NOTICE OF PROPOSED SETTLEMENT AND SETTLEMENT
APPROVAL HEARING (LONG FORM)**

FACEBOOK CLASS ACTION

**NOTICE OF PROPOSED SETTLEMENT AND SETTLEMENT
APPROVAL HEARING**

YOUR LEGAL RIGHTS MAY BE AFFECTED

A class action settlement has been reached in *Douez v Facebook, Inc.*, VLC-S-S-122316.

On May 10, 2018, the Court of Appeal of British Columbia decided the lawsuit could proceed as a class action. The settlement is a compromise of disputed claims and is not an admission of liability by the defendant. The proposed settlement is subject to Court approval.

WHAT IS THE LAWSUIT ABOUT?

The plaintiff alleges that the defendant, Facebook, Inc. (“Facebook”) used her name and portrait, and class members’ names and portraits, in Sponsored Stories advertisements without their consent, in violation of the *Privacy Acts* of British Columbia, Saskatchewan, Manitoba, and Newfoundland and Labrador.

The claim sought to recover damages for class members for Facebook’s alleged breach of the *Privacy Acts*. Compensation is sought without proof of individual loss.

WHO ARE IN THE CLASS AND AFFECTED BY THE SETTLEMENT?

The lawsuit was brought on behalf of all resident natural persons of British Columbia, Saskatchewan, Manitoba, and Newfoundland and Labrador who were members of Facebook and residents of these provinces at any time from January 1, 2011 to May 30, 2014 and:

- a) who at any time during this period were registered with Facebook using their real name, or had a profile picture that included an identifiable self-image, or both; and
- b) whose real name, identifiable portrait, or both were used by Facebook in a Sponsored Story.

The Court appointed the plaintiff, Deborah Douez, as Representative Plaintiff on behalf of the Class. Class Counsel is Branch MacMaster LLP.

WHAT ARE THE TERMS OF THE SETTLEMENT?

The settlement provides that Facebook will pay the all-inclusive sum of **\$51,000,000 (fifty-one million dollars)** in exchange for a full release by the Class of all claims in issue in the class action against Facebook.

A further hearing will be held on **[INSERT DATE]** to seek approval of the Settlement Agreement by the Court. The hearing will take place at 800 Smithe Street, Vancouver, B.C., before the Honourable Madam Justice Iyer. If approved, the settlement will be binding on all members of the Class who did not opt out of the proceeding.

The full settlement terms and court documents are available at the following link: **<insert website here>**

HOW DO I PARTICPATE IN THE LAWSUIT?

If you are a member of this class action you do not need to do anything. You are automatically included as a member of the Class, unless you opted out of the Class Proceeding by May 8, 2020. After the settlement is approved, a process will be announced setting out the procedure and manner for members of the class to submit their individual claim for a share of the settlement funds.

WILL I RECEIVE COMPENSATION FROM THIS SETTLEMENT?

The amount of compensation each member of the Class is entitled to will be determined by reference to a distribution protocol that is subject to Court approval, and to a process to ensure each claimant qualifies as a Class Member.

WHAT ARE THE FEE ARRANGEMENTS?

Under the terms of Class Counsel's retainer agreement with the representative plaintiff, Class Counsel will seek approval of a fee of up to 33 $\frac{1}{3}$ % of the settlement amount, plus disbursements and applicable taxes. Class Counsel will also seek payment of up to \$10,000.00 as an honorarium for the representative plaintiff to be paid from Class Counsel's fees.

Class Counsel fees, disbursements and any payment to the representative plaintiff are subject to Court approval.

OBJECTIONS

All Class Members have the right to let the Court know of any objection they have to the approval of the Settlement Agreement, Distribution Protocol, Class Counsel fees or the honorarium to the representative plaintiff by delivering the written objection form **[insert hyperlink here]** by email to Class Counsel at **[insert email here]**, to be received by Class Counsel on or before **[INSERT DATE]**. Class Members may also attend the settlement approval hearing.

If a Class Member wishes to object, they must submit their objection using the following form:
[\[insert hyperlink to written objection form\]](#)

More information on the case is available at: <[insert website here](#)>

You may also Contact Class Counsel with questions at [\[INSERT DESIGNATED EMAIL\]](#).

***This notice has been authorized by the British Columbia Supreme Court.**

**SCHEDULE “B2” - NOTICE OF PROPOSED SETTLEMENT AND SETTLEMENT
APPROVAL HEARING (SHORT FORM)**

FACEBOOK CLASS ACTION

**NOTICE OF PROPOSED SETTLEMENT AND SETTLEMENT
APPROVAL HEARING**

YOUR LEGAL RIGHTS MAY BE AFFECTED

A class action settlement has been reached in the legal action styled *Douez v Facebook, Inc.*, VLC-S-S-122316. The action was commenced in 2012, and proceeded through numerous court hearings and appeals. On May 10, 2018, the Court of Appeal for British Columbia decided the lawsuit could proceed as a class action. The lawsuit was brought on behalf of all resident natural persons of British Columbia, Saskatchewan, Manitoba, and Newfoundland and Labrador who were members of Facebook at any time during the period from January 1, 2011 to May 30, 2014 and (a) who at any time during this period were registered with Facebook using their real name, or had a profile picture that included an identifiable self-image, or both; and (b) whose real name, identifiable portrait, or both were used by Facebook in a Sponsored Story.

The settlement is a compromise of disputed claims and is not an admission of liability or wrongdoing or fault by the defendant. The proposed settlement is subject to Court approval.

The settlement provides for the payment of **\$51,000,000 (fifty-one million dollars)** by Facebook in exchange for a full release by the Class of all claims against them in issue in the class action. The amount of compensation available to each Class Member will be determined by reference to a distribution protocol that is subject to Court approval.

The representative plaintiff has entered into a contingency fee agreement with class counsel. Under the terms of their retainer agreement with the representative plaintiff, class counsel will seek approval of a fee of up to 33⅓% of the settlement amount, plus disbursements and applicable taxes. The Court will determine the amount to be paid to class counsel for legal fees and disbursements.

If you are a Class Member, you are automatically included in the Class, and will be bound by the settlement if approved by the Court, unless you opted-out of the class proceeding by May 8, 2020, pursuant to prior orders of the Court.

The settlement must be approved by the Court. In considering whether to approve the settlement, the Court will consider whether the settlement is fair and reasonable to Class Members. A hearing has been scheduled for this purpose on **[INSERT DATE]**.

For Class Members that wish to object to the settlement, Class Counsel fees or the honoraria to the Plaintiff, or attend the settlement approval hearing, you must notify Class Counsel by no later than _____, using the following written Objection Form **[HYPERLINK]**.

Class Counsel is Branch MacMaster LLP. More information on the settlement (including the Objection Form, and Settlement Agreement) is available at: <insert website here>.

***This notice has been authorized by the British Columbia Supreme Court.**

**SCHEDULE “C”
ORDER APPROVING NOTICE OF SETTLEMENT APPROVAL HEARING**

No. S-122316
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DEBORAH LOUISE DOUEZ

PLAINTIFF

AND:

FACEBOOK, INC.

DEFENDANT

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, C. 50

ORDER MADE AFTER APPLICATION

BEFORE THE JUSTICE IYER) _____/_____/2023
HONOURABLE

ON THE APPLICATION of the Plaintiff, Deborah Louise Douez, coming on for hearing at Vancouver, BC on _____; and on hearing Christopher Rhone, Michael Sobkin and Avichay Sharon for the Plaintiff, Deborah Louise Douez; and Mark Gelowitz and Tristram Mallett for the Defendant Facebook, Inc.,

AND ON READING all materials filed and on hearing the submissions of counsel, and BY CONSENT;

THIS COURT ORDERS that:

1. The definitions set out in the settlement agreement dated _____ (“**Settlement Agreement**”), and attached as **Schedule “A”** to this Order, apply to and are incorporated into this Order, except to the extent modified in this Order;
2. Notice is approved in the form set out as Schedule “B” to the Settlement Agreement;
3. Notice will be distributed in accordance with the Plan of Dissemination set out as **Schedule “C”** to this Order;

4. MNP Ltd. is hereby appointed as the Claims Administrator to administer and oversee Notice in accordance with the Plan of Dissemination;
5. The objection period shall expire sixty (60) days after the date on which the Notice of the Settlement Approval Hearing is first published (the "Objection Deadline");
6. Any Class Member who wishes to object to the Settlement Agreement must deliver, on or before 5:00 pm Pacific Time, on or before the Objection Deadline, a written objection by email to Class Counsel in the form set out as Schedule "F" to the Settlement Agreement which includes the following information: (a) their full name, current mailing address, telephone number, and email address; (b) their Facebook username; (c) email address as provided to Facebook; (d) full address of residence during the Class Period (apartment or unit number (if applicable), street number, street name, city or town, province, and postal code); (e) a brief statement of the nature and reasons for the objection; (f) a declaration that the person believes they are a member of the Class and the reason for that belief; and (g) whether the person intends to appear at the Settlement Approval Hearing or intends to appear by counsel, and if by counsel, the name, address, telephone number, and email address of counsel;
7. Any Class Members who opted-out of the Proceeding by May 10, 2020, shall not be entitled to submit a written objection or appear or be heard at the Settlement Approval Hearing, and any such objection received therefrom shall be withdrawn.
8. Any Class Member who has not validly opted-out of the Proceeding is bound by this Order.

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:

Signature of Lawyer for Class
Christopher Rhone

Signature of Lawyer for the Defendant Facebook, Inc.
Mark Gelowitz

By the Court

Registrar

SCHEDULE "A"
[Settlement Agreement]

SCHEDULE "B"

[Notice of Proposed Settlement and Settlement Approval Hearing]

SCHEDULE "C" - Plan of Dissemination

NOTICE TO THE CLASS OF PROPOSED SETTLEMENT AND SETTLEMENT APPROVAL HEARING

1. Notice to Class Members of the Proposed Settlement and the Settlement Approval Hearing using the content set out in Schedule "#1" (the "Long Form Notice") and Schedule "#2" ("Short Form Notice") (collectively, the "Notice Content"), will be disseminated by [INSERT DATE], in the following manner:
 - a. The Claims Administrator will deliver the Long Form Notice to all Class Members, using the method noted below.
 - i. Email addresses known to the defendant. The emails shall clearly indicate that they originate from "Class Counsel – Facebook Sponsored Stories Class Action". They will be titled: "Notice of Facebook Sponsored Stories Class Action Settlement Approval Hearing: Read Carefully as this Notice may affect your rights".
 - b. For the distribution of notice in paragraph 1(a), the Claims Administrator will use the same contact information that was provided by the Defendant for the purpose of issuing the Notice of Certification (the "Contact Information"), in addition to any contact information to be provided pursuant to 1(c) below.
 - c. If the Defendant has determined there are additional Facebook users who may be Class Members that were not disclosed in the Contact Information, it will provide to the Claims Administrator the email addresses of those previously unknown or unidentified Class Members as soon as practicable following the order approving the Notice. This dissemination plan, and the Contact Information shall be designated as "Confidential Information" pursuant to the Order Made After Application made October 11, 2013 and filed February 5, 2014.
 - d. For greater certainty, the Defendant shall be under no obligation to make determinations or confirmations of the accuracy of the Contact Information.
 - e. The plaintiff may purchase Facebook Ads to be targeted to Facebook users in British Columbia, Saskatchewan, Manitoba, Newfoundland and Labrador with the following headline: "Facebook Sponsored Stories Class Action, Settlement Approval Hearing". Each Facebook ad will link to Class Counsel's website, which will have published upon it the Long Form Notice. This Facebook Ad campaign will remain in place until further order of this Court.
 - f. The cost of Facebook Ads described at paragraph 1(d) will be capped at a cost of \$10,000 CAD and will be paid out of the Settlement Amount.
 - g. The plaintiff may purchase Google Adwords to be targeted to an audience in British Columbia, Saskatchewan, Manitoba, Newfoundland and Labrador with the following Headlines: "facebook class action", "facebook ad class action",

“facebook sponsored stories class action”, “facebook sponsored story class action”, “facebook privacy class action”, as well as the following Descriptions: 1) “Facebook Sponsored Stories Class Action,” 2) “Are you a class member?”. Each Google Ad will link to class counsel’s website which will have published upon it the Long Form Notice. This Adwords campaign will remain in place until further order of this Court.

- h. The cost of the Google Adwords described at paragraph 1(f). The Google Ad campaign will be capped at a cost of \$10,000 CND and will be paid of out of the Settlement Amount.
 - i. Class Counsel will post the Long Form Notice on its website, where it will remain posted until further order of this Court.
 - j. Class Counsel will deliver the Long Form Notice to all Class Members that identified themselves to Class Counsel as potential Class Members. This delivery may be by email.
 - k. Class Counsel will ask the Canadian Bar Association to post the Long Form Notice on the CBA’s National Class Action Database.
2. To the extent the plaintiff becomes aware of other means by which the Notice Content can or should be disseminated, the plaintiff reserves the right to seek that the Notice Content be disseminated in such other form or means as may appear effective or necessary, once approved by the Court.

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DEBORAH LOUISE DOUEZ

PLAINTIFF

AND:

FACEBOOK, INC.

DEFENDANT

ORDER MADE AFTER APPLICATION

Branch MacMaster LLP
1410 - 777 Hornby Street
Vancouver, BC V6Z 1S4
Telephone: (604) 654-2999
Fax: (604) 684-3429
(File No.: X01-030)

SCHEDULE “D” – SETTLEMENT APPROVAL ORDER

No. S-122316
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DEBORAH LOUISE DOUEZ

PLAINTIFF

AND:

FACEBOOK, INC.

DEFENDANT

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, C. 50

ORDER MADE AFTER APPLICATION

BEFORE THE JUSTICE IYER) _____/_____/2023
HONOURABLE

ON THE APPLICATION of the Plaintiff, Deborah Louise Douez, coming on for hearing before the Honourable Madam Justice Iyer at the Courthouse at 800 Smithe Street, Vancouver, British Columbia on _____; and on hearing Christopher Rhone, Michael Sobkin and Avichay Sharon for the Plaintiff, Deborah Louise Douez; and Mark Gelowitz and Tristram Mallett for the Defendant Facebook, Inc.,

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

AND ON BEING ADVISED that all parties consent to the Order;

1. **THIS COURT ORDERS** that the terms of the settlement agreement reached between the parties as set out in the Settlement Agreement attached as Schedule “A” to this Order are hereby approved and that all capitalized terms in this Order have the same meaning as defined in the Settlement Agreement;
2. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class;
3. **THIS COURT ORDERS AND DECLARES** that the Releasors have fully and finally released the Released Parties from the Released Claims as provided in section 8.1 of the Settlement Agreement;

4. **THIS COURT ORDERS AND DECLARES** THAT THIS Order, including the Settlement Agreement, is binding upon each Class Member who has not validly opted out, 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.
5. **THIS COURT ORDERS AND DECLARES** that this Court retains continuing exclusive jurisdiction over the Class to administer, supervise, construe and enforce this Settlement Agreement;
6. **THIS COURT ORDERS AND DECLARES** that the parties may bring such applications to this Court for directions as may be required until the Effective Date;
7. **THIS COURT ORDERS AND DECLARES** that no Released Party shall have any responsibility or liability relating to the administration of the Settlement Agreement or the administration, investment, or distribution of the Trust Account.
8. **THIS COURT ORDERS AND DECLARES** that Action may be brought against the Claims Administrator only with leave of the Court
9. **THIS COURT ORDERS** that upon the Effective Date, the Action is hereby dismissed without costs and with prejudice.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER:

Signature of Lawyer for Class
Christopher Rhone

Signature of Lawyer for the Defendant Facebook, Inc.
Mark Gelowitz

By the Court

Registrar

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DEBORAH LOUISE DOUEZ

PLAINTIFF

AND:

FACEBOOK, INC.

DEFENDANT

ORDER MADE AFTER APPLICATION

Branch MacMaster LLP
1410 - 777 Hornby Street
Vancouver, BC V6Z 1S4
Telephone: (604) 654-2999
Fax: (604) 684-3429
(File No.: X01-030)

SCHEDULE “D” – FEE APPROVAL ORDER

No. S-122316
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DEBORAH LOUISE DOUEZ

PLAINTIFF

AND:

FACEBOOK, INC.

DEFENDANT

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, C. 50

ORDER MADE AFTER APPLICATION

BEFORE THE JUSTICE IYER) _____/_____/2023
HONOURABLE

ON THE APPLICATION of the Plaintiff, Deborah Louise Douez, coming on for hearing before the Honourable Madam Justice Iyer at the Courthouse at 800 Smithe Street, Vancouver, British Columbia on _____; and on hearing Christopher Rhone, Michael Sobkin, and Avichay Sharon for the Plaintiff, Deborah Louise Douez;

ON READING all materials filed and on hearing the submissions of counsel for the plaintiff, and the defendant taking no position and making no submissions;

THIS COURT ORDERS that:

1. The retainer agreement entered into with the representative plaintiff Deborah Louise Douez is approved under the *Class Proceedings Act*, section 38.
2. A fee of \$17,000,000 plus applicable taxes is approved and awarded to Class Counsel payable as a first charge on the settlement funds.

3. Disbursements of \$X are approved and are payable to Branch MacMaster LLP as Class Counsel as a first charge on the settlement funds.
4. An honorarium of \$10,000 is approved and awarded to Deborah Louise Douez, to be paid from the fees awarded to Class Counsel.
5. The legal fees, disbursements, and applicable taxes shall be paid from the Settlement Amount, pursuant to the terms of the Settlement Agreement.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER:

Signature of Lawyer for Class
Christopher Rhone

Signature of Lawyer for the Defendant Facebook, Inc.
Mark Gelowitz

By the Court

Registrar

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DEBORAH LOUISE DOUEZ

PLAINTIFF

AND:

FACEBOOK, INC.

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SCHEDULE “E” – CLAIM FORM

FACEBOOK SPONSORED STORIES CLASS ACTION SETTLEMENT CLAIM FORM

[insert settlement website here]

Complete this Claim Form to receive a payment from class action settlement totaling **\$X** million.

Your completed Claim Form must be submitted by no later than Month Day, Year at [insert time] PST. Late claim submissions will not be accepted and they are invalid.

WHO CAN MAKE A CLAIM?

If you did not opt-out of the class proceeding you may submit a claim if at any time between **January 1, 2011 to May 30, 2014** (the “**Class Period**”) you (a) were a resident of British Columbia, Saskatchewan, Manitoba, or Newfoundland and Labrador, and (b) you were a member of Facebook; and (c) you were registered on Facebook using your real name, or you used a Facebook profile picture that included your own identifiable self-image.

HOW TO MAKE A CLAIM FOR MONEY?

Visit the dedicated website at [insert settlement website here] and submit your Claim Form **online**. It’s fast, easy and secure.

The information you provide in your Claim Form will be considered when deciding whether you are eligible to a share of the settlement funds. Please ensure you have provided accurate information including the correct email address to reach you.

The information you provide in your Claim Form will be kept confidential by the Claims Administrator and the Parties and will not be shared with third parties.

NEED HELP WITH COMPLETING THIS CLAIM FORM?

If you are unable to complete this form and need help, you can contact the Administrator.

Email: **insert email address here**

Website: [insert settlement website here]

If you require legal advice as you complete this Claim Form, have any further questions which cannot be answered by the Administrator, Class Counsel are also available (at no cost) to help you. You can reach Class Counsel at the email and phone number below:

Email: **INSERT DESIGNATED EMAIL**

You may also decide to consult another lawyer of your choosing at your own cost.

CLAIM FORM – START ON NEXT PAGE



Please fill in the information below and submit this form online. If you fail to provide complete information by **Month Day, Year** at **[insert time] Pacific Time**, your claim will not be processed and you will be ineligible for any payment.

CLAIMANT CONTACT INFORMATION:

First Name		Last Name	
Mailing Address (Street, P.O. Box, as applicable)			
City	Province	Postal Code	
Telephone Number (with area code)	Email Address (we will communicate primarily by email about your claim)		

CLAIMANT FACEBOOK INFORMATION:

Facebook Profile User Name		
Place of Residence and address during Class Period		
City	Province	Postal Code
Approximate date when signed-up for Facebook (mm/dd/yyyy)	Email Address used to sign-up for Facebook	

CONFIRMATION OF PAYMENT METHOD:

Payments will only be made by E-Transfer.

(Please note that the E-Transfer will be sent to the email address as noted by you in “Claimant Contact Information” section above. If at any time this email address changes or needs to be updated, please contact the Claims Administrator promptly).

Attestation:

* By submitting this claim I attest that I used my real name as my Facebook profile name and/or an identifiable self-image of myself as my Facebook profile image during the Class Period of January 1, 2011 to May 30, 2014.

* The information in this Claim Form is true and correct to the best of my knowledge.

* I understand I may be contacted to verify the information I provided.

*Executed on _____, in _____, _____
Date (Month Day, Year) City Province

* Printed Name

* Signature

SCHEDULE "F" – OBJECTION FORM

FACEBOOK CLASS ACTION

ONLY SUBMIT THIS IF YOU WISH TO **OBJECT** TO THE PROPOSED SETTLEMENT

SEND YOUR OBJECTION FORM TO: <insert email address here>

Your objection must be delivered by <insert date>.

Objector's Contact Information:

First Name		Last Name	
Mailing Address (Street, P.O. Box, as applicable)			
City	Province	Postal Code	
Telephone Number (with area code)	Email Address		

Objectors Facebook Information:

Facebook Profile User Name		
Place of Residence and address during Class Period		
City	Province	Postal Code
Approximate date when signed-up for Facebook (mm/dd/yyyy)	Email Address used to sign-up for Facebook	

Brief Statement of the Nature and Reasons for Objection:

I am objecting to the Proposed Settlement or legal fees for the following reasons:

--

Attestation:

- I attest that I am a member of the Class, who did not opt-out of this class proceeding, and was a resident of one of British Columbia, Saskatchewan, Manitoba, and Newfoundland and Labrador, and a member of Facebook at any time from January 1, 2011 to May 30, 2014 and during this period I was registered with Facebook using my real name, or had a profile picture that included an identifiable self-image, or both.
- The information in this Objection Form is true and correct to the best of my knowledge.

Intention to Appear at the Settlement Approval Hearing:

- I do NOT intend to appear at the hearing of the motion to approve the proposed settlement, and I understand that my objection will be filed with the court prior to the hearing of the motion on <insert date>.
- I intend to appear, in person or by counsel, and to make submissions at the hearing on <insert date>.

You do NOT need a lawyer to object to the proposed settlement or to make an oral submission at the Settlement Approval Hearing. However, if you will be participating through a lawyer, please provide the following information for your lawyer:

Lawyer's First and Last Name		Lawyer's Law Firm	
Lawyer's Mailing Address (Street, P.O. Box, as applicable)			
City	Province	Postal Code	
Lawyer's Telephone Number (with area code)	Lawyer's Email Address		

Signature:

Executed on _____, in _____, _____
Date (Month Day, Year) City Province

Printed Name

Signature

SCHEDULE "G" – NOTICE OF CLAIMS DEADLINE

Class Action Legal Notice

[www. \[insert website address\]](#)

WHAT IS THIS ABOUT?

You are receiving this notice because some of your Facebook activity may have been featured in a Facebook marketing product called "Sponsored Stories" between January 1, 2011 and May 30, 2014. A settlement fund of approximately **\$51,000,000 less costs, fees, disbursements and taxes**, is available to pay all eligible claimants, known as Class Members, who make a claim.

DEADLINE FOR MAKING A CLAIM

Important: The deadline for making a claim is [<insert date>](#). **All claims must be received by the Claims Administrator, <insert date>**.

WHO CAN CLAIM?

The lawsuit was brought on behalf of all resident natural persons of British Columbia, Saskatchewan, Manitoba, and Newfoundland and Labrador, who were members of Facebook at any time from January 1, 2011 to May 30, 2014 and:

- a) who at any time during this period were registered with Facebook using their real name, or had a profile picture that included an identifiable self-image, or both; and
- b) whose real name, identifiable portrait, or both were used by Facebook in a Sponsored Story.

If you fit this definition you are automatically included as a member of the class action and are eligible to make a claim, unless you took steps to opt out. If you opted-out of the class action, then you are not eligible to make a claim.

HOW DO I MAKE A CLAIM?

You must fully complete the Court-approved Claim Form. To obtain and submit a Claim Form please go to the following: [\[insert website address\]](#)

WHAT ARE MY OPTIONS?

Submit a Claim Form	If you want to receive money from the settlement you MUST SUBMIT a Claim Form to the Claims Administrator by NO LATER THAN [insert date]
Do Nothing	If you do not make a claim, you will not get any money and you will give up the right to get money in the future.