

CANADA PROVINCE OF QUEBEC District of Montreal	SUPERIOR COURT (Class Action)
File No.: 500-06-000567-111	MICHAEL ELKOBY Plaintiff v. GOOGLE CANADA CORP. -and- GOOGLE, INC. Defendants

CANADIAN CLASS ACTION SETTLEMENT AGREEMENT

Made as of October 5, 2017
(the “**Execution Date**”)

I. Preamble and Recitals

1. **WHEREAS** this Settlement Agreement (the “Settlement Agreement”) is entered into by and among (i) named Plaintiff Michael Elkoby (the “Plaintiff”) and the Class defined below, and (ii) Google Canada Corporation and Google Inc. (referred to collectively as the “Parties”);
2. **WHEREAS** despite the fact that Google Inc. and Google Canada Corporation are both named defendants in the proceeding, they are two different legal entities and the Street View service at issue was at all times operated only by Google Inc.;
3. **WHEREAS** Google Inc. filed a Certificate of Conversion with the Delaware Secretary of State, in which Google Inc. converted from a corporation to a limited

liability company and changed its name to Google LLC on September 30, 2017. Google LLC also filed a Certificate of Formation with the Delaware Secretary of State on September 30, 2017;

4. **WHEREAS** for convenience, Google LLC will nevertheless be referred to as Google Inc. throughout since the conversion has no impact on the Action, as any ongoing cause of action or lawsuit against Google Inc. persists against Google LLC and any judgment or award that could be obtained as a result of the Action would be equally enforceable against Google LLC as against Google Inc.;
5. **WHEREAS** for the purpose of the Settlement Agreement, which is made without any admission, Google Inc. (Google LLC, as of September 30, 2017) and Google Canada Corporation will be referred to collectively as "Google" or the "Defendants";
6. **WHEREAS** Google outfitted its Street View cars with commercially available antennae and freely available, open-source software called Kismet, between 2008 and May 2010, to drive down public streets and collect WiFi network identification information for use in offering "location aware" or geolocation services;
7. **WHEREAS** in addition to the network identification information, Google also collected and stored Data Frames which were sent over unencrypted WiFi networks if the network was broadcasting as the Street View car drove by. Data Frames collected under the 802.11 standard consist of (1) a header, containing network identifying information (such as a MAC Address or SSID) and (2) a body that may contain the content of communications being transmitted over the network (such content referred to as the "Payload Data");
8. **WHEREAS** the Payload Data may include URLs of requested Web pages, partial or complete email communications, or any other information, including any confidential or private information being transmitted to or from the network user;
9. **WHEREAS** Google stored the Payload Data on hard drives in vehicles and its servers until May 2010;
10. **WHEREAS** upon discovery of the Payload Data collection, Google: (i) terminated the collection of the Payload Data; (ii) segregated the Payload Data from Google File Servers to preservation disks; (iii) undertook efforts to secure the Payload Data; and (iv) disabled the equipment and software on the Street View vehicle that was used for collection of Payload Data and WiFi Network Information;

11. **WHEREAS** the Payload Data was not and will not be used in any product or service;
12. **WHEREAS** prior to the service of the present Action, Canadian Payload Data had been destroyed consistent with the recommendation of the Office of the Privacy Commissioner of Canada who has investigated this matter;
13. **WHEREAS** at all material times, adequate security measures were taken and implemented by Google to ensure that the Canadian Payload Data could not be used in any manner and was not used;
14. **WHEREAS** in any event, given the type of data included in the Payload Data and the manner this data was acquired, it would not have been practical or even possible to identify individuals who may be Class Members;
15. **WHEREAS** as a result of the above, searches of the data in order to identify individuals in question would have been, in any event, unsuccessful, as further verifications would have been necessary, even assuming the data had not been destroyed;
16. **WHEREAS** Google denies any liability stemming from the allegations in Quebec Superior Court file number 500-06-000567-111, it has defences to all of the claims in this Action, it denies that any damages are payable, and it has consequently concluded this Settlement Agreement without any admission of liability;
17. **WHEREAS** the Parties have engaged in extensive, arm's-length negotiations through counsel with significant experience in complex class action proceedings that have resulted in this Settlement Agreement;
18. **WHEREAS** the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiff's claims, and having regard to the burden and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiff and the Class he seeks to represent;
19. **WHEREAS** despite their belief that they are not liable in respect of the allegations made in the Action and have good defences thereto, the Defendants are entering into this Settlement Agreement in order to achieve a final resolution of all claims asserted against them in the Action and of all claims which could

have resulted from all the facts alleged therein, and to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and whereas it is acknowledged that the Defendants would not have entered into this Settlement Agreement were it not for the foregoing;

20. **WHEREAS** the Parties therefore wish to, and hereby do, fully and finally resolve, without any admission of liability, the Action against the Defendants, with respect to all of the facts and allegations stated therein;
21. **WHEREAS** the Defendants have agreed to pay the amounts stipulated herein to settle all claims made, or that could have been made, by Class Members and all administrative, adjudicative, and notice costs associated with the implementation of this Settlement Agreement and all Class Counsel fees, disbursements, and applicable taxes as set out herein;
22. **WHEREAS**, for the purposes of settlement only and contingent on the approval by the Court, as provided for in this Settlement Agreement, the Parties have consented to the authorization of a national class;
23. **WHEREAS** the Parties agree that neither this Settlement Agreement nor any document relating thereto, nor any action taken to carry out and implement this Settlement Agreement, shall be offered in evidence in any action or proceeding against the Defendants or in any Court, administrative agency or any other tribunal in Canada or elsewhere in the world for any purpose whatsoever other than to give effect to and enforce the provisions of this Settlement Agreement or to seek the Court's approval of the Settlement Agreement;
24. **WHEREAS** Class Counsel represent and warrant that they are fully authorized to enter into this Settlement Agreement on behalf of the Plaintiff and the Class, and that Class Counsel have consulted with the Plaintiff and confirm that the Plaintiff fully supports and has therefore no objection to this Settlement Agreement;
25. **WHEREAS** each of the Parties stipulates and agrees that upon the Court's entry of a Final Judgment granting approval to this Settlement Agreement, all of the claims and the potential claims raised in the Action will hereby be settled with prejudice, on the terms and conditions set forth herein.

NOW THEREFORE in consideration of all the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following has been agreed to by the Parties:

II. Specifications and Definitions

26. All amounts of money mentioned in the present Settlement Agreement are in Canadian dollars.
27. In this Settlement Agreement, in addition to the terms that are defined elsewhere herein, the following terms have the meanings specified below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.
 - (a) “**Action**” means *Elkoby v. Google, Inc. and Google Canada Corporation*, Superior Court of Quebec Court File Number 500-06-000567-111;
 - (b) “**Settlement Agreement**” means the written settlement agreement set out herein, including its schedules and any written, executed amendments thereto;
 - (c) “**Approval Hearing**” means the Court’s hearing held to determine whether the Settlement Agreement should be approved;
 - (d) “**Approval Judgment**” means the Court’s judgment approving the Settlement Agreement;
 - (e) “**CCP**” means the Quebec *Code of Civil Procedure*, CQLR c. C-25.01;
 - (f) “**Class**” or “**Class Members**” means all residents in Canada whose electronic data and communications sent or received on wireless internet connections were acquired by the Defendant Google Inc. Street View vehicles from March 30, 2009 to May 7, 2010;
 - (g) “**Class Counsel**” means Consumer Law Group Inc. / Consumer Law Group P.C.;
 - (h) “**Class Period**” means the period from March 30, 2009 up to and including May 7, 2010;
 - (i) “**Court**” means the Superior Court of Quebec;

- (j) “**Defence Counsel**” means Borden Ladner Gervais LLP;
- (k) “**Effective Date**” means 30 days after the Approval Judgment has been signed and entered and no appeals have been taken therefrom, or if any appeals have been taken, the date upon which such appeals are finally resolved in such manner as to permit the completion of the settlement in accordance with the terms and conditions of the Settlement Agreement;
- (l) “**Objection**” is the written communication that a Class Member may file with the Court in order to object to this Settlement Agreement;
- (m) “**Objector**” is any Class Member filing an Objection;
- (n) “**Opt-Out**” means a person who would have been a member of the Class except for his or her timely and valid request for exclusion;
- (o) “**Opt-Out Deadline**” means 45 days following the publication of the Pre-Approval Notice;
- (p) “**Opt-Out Form**” means the form that enables a Class Member to exclude himself or herself from the Settlement Agreement;
- (q) “**Parties**” means the Plaintiff and the Defendants;
- (r) “**Plaintiff**” or “Representative Plaintiff” means Michael Elkoby;
- (s) “**Pre-Approval Notice**” means the notice that advises Class Members of the upcoming Approval Hearing of the Settlement Agreement;
- (t) “**Pre-Approval Judgment**” means the Court’s judgment approving the proposed Pre-Approval Notice and authorizing the Action *pro forma* for the purposes of settlement approval only;
- (u) “**Notice Plan**” means the plan for disseminating the Pre-Approval Notice which shall be pursuant to the protocols outlined in this Settlement Agreement and approved of by the Court;
- (v) “**Released Claims**” means any and all claims, damages, suits, demands, liabilities, judgments, losses, and causes of action relating to the facts alleged in the Action, or more particularly, Google Inc. Street View vehicles’ alleged collection of electronic data or communications, seeking damages or losses of any kind or character, whether known or unknown,

matured or unmatured, sounding in law or equity, or any other relief (including attorneys' fees), that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, based upon any federal or provincial statutory or common law, including but not limited to, claims under any applicable privacy, data protection, human rights or any similar legislation, and all claims, damages, suits, demands, liabilities, judgments, losses, or causes of action which have been, might have been, are now, or could be asserted by any Plaintiff or any Class Members in an individual or representative capacity arising out of, based upon, or related to, in whole or in part, the facts and circumstances underlying the claims and causes of action set forth in (or that may be raised in) the Action;

- (w) **"Released Parties"** means individually and collectively, as appropriate, the Defendants and each of their present or past directors, officers, members, employees, agents, shareholders, lawyers, advisors, consultants, representatives, administrators, partners, partnerships, affiliates, parents, subsidiaries, joint venturers, independent contractors, controlled entities, wholesalers, resellers, distributors, retailers, insurers, indemnitors, related companies, unincorporated entities, groups, and divisions, and each of their predecessors, successors, heirs and assigns;
- (x) **"Releasors"** means the Plaintiff, the Class Members, and their respective heirs, executors, administrators, representatives, agents, partners, successors and assigns;
- (y) **"Schedule"** refers to any of the schedules incorporated by reference into the Settlement Agreement;
- (z) **"Settlement Amount"** means the all-inclusive sum of CDN \$1,000,000;
- (aa) **"Settlement Website"** means the dedicated webpages located at www.clg.org established as part of Class Counsel's website that will contain documents relevant to the Settlement, including the Pre-Approval Notice, the Settlement Agreement, and the Opt-Out Form, both in English and French. Class Counsel agrees that the Defendants' logos and trademarks are not to appear anywhere on these webpages.

III. Condition Precedent

28. This Settlement Agreement shall be null and void and of no force or effect unless the Court approves this Settlement Agreement, and the Approval Judgment so given has become final and the Effective Date has occurred.

IV. Settlement Benefits and Payment of Settlement Amount

29. The Parties agree that, given the specific facts at issue in the present Action, attempts to locate or identify individual Class Members so as to liquidate their claims and distribute an amount to each Class Member would not only have been “impracticable, inappropriate, or too costly” within the meaning of article 597 CCP, but would actually be impossible.
30. As a result, the settlement relief shall consist of the remittance to third parties of a donation in the form of an unconditional gift of the amount remaining after collocation of the amounts referred to in section 35 subsections (a), (b), (c) and (d) below, which are to be deducted from the Settlement Amount. The Defendants shall remit the donation to the third parties forty-five (45) days after the Effective Date.
31. The Parties will recommend to the Court that the third parties referred to above should jointly be the University of Montreal (Centre de Recherche en Droit Public, or “**CRDP**”) and the University of Ottawa (Center for Law, Technology and Society, or “**CLTS**”). CDRP and CLTS jointly provide comprehensive expertise and high levels of productivity in the law and technology field throughout Canada. Both Centres operate in a bilingual and bijuridical environment, addressing the entire Canadian legal system.
32. The gift to CDRP and CLTS will support joint efforts between these two Centres to engage in future research and dissemination of knowledge across Canada on the subject of Internet risk, by raising awareness of the national and international risks pertaining to the Internet and related information technologies, and by providing law, policy and educational tools pertaining to the management of such risks.
33. A joint description of the type of work that this gift will promote, as formulated by the two universities, is found at Schedule A of this Settlement Agreement.
34. The Defendants agree to pay the Settlement Amount in accordance with this Settlement Agreement, in full satisfaction of all of the Released Claims against the Released Parties.

35. Contingent on the approval of the Settlement of the Action by the Court, the Defendants have agreed to pay the Settlement Amount of CDN **\$1,000,000**, without any admission of liability. This amount is to be divided as follows:
- (a) As set out in sections 62 to 65, an amount of \$300,000, i.e. 30% of the Settlement Amount (or any other amount authorized by the Court to the extent that this amount is not higher than 30% of the Settlement Amount) for Class Counsel's fees, plus applicable taxes (GST/QST on 23.2% of this amount and HST on 76.8% of this amount). This amount includes any sum that must be reimbursed to the Fonds d'aide aux actions collectives as a result of any financial assistance that may have been obtained by the Plaintiff;
 - (b) As set out in sections 44 to 49, the costs associated with the publication of the Pre-Approval Notice pursuant to the Notice Plan;
 - (c) As set out in section 66 to 67, an indemnity of \$500 representing repayment of expenses payable to the Plaintiff pursuant to article 593 CCP with regard to the Quebec portion and separately an honourarium award of \$4,500 to the Plaintiff in consideration for his time, effort, and result obtained for Class Members in the rest of Canada (other than for Quebec) subject to the Court approving such honourarium award;
 - (d) The percentage provided for at s. 1 (2) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, R.R.Q., c. F-3.2.0.1.1, r. 2, applied to the Quebec portion of the balance of funds remaining. Such Quebec portion will correspond to 23.2%¹ of said balance of funds; and
 - (e) The remainder will be used to fund the University of Montreal and the University of Ottawa's joint research proposal referred to above and found at Schedule A of this Settlement Agreement. The amount will be divided equally between the two universities.

V. Notice and Settlement Administration

36. No claims administrator or notice firm will be appointed, considering the fact that there cannot be any individual liquidation of claims. However, Class Counsel will be responsible for many of those roles such as, without limitation: (a) arranging

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

for the dissemination of the Pre-Approval Notice; (b) responding to requests from Class Members; (c) receiving and maintaining Class Member correspondence regarding requests for Opt-Out and objections to the Settlement; (d) receiving all other correspondence from Class Members in addition to the aforementioned correspondence regarding requests for Opt-Out and objections to the Settlement; (e) responding to verbal and written inquiries, if warranted; (g) the creation and management of the Settlement Website; (h) establishing a toll-free telephone number that Class Members may call for information; and (k) otherwise implementing and/or assisting with the Pre-Approval Notice, the Pre-Approval Judgment, and the Approval Judgment Settlement Approval.

37. The Parties shall use their best efforts to carry out the settlement set forth in this Settlement Agreement as promptly as reasonably practicable after the date of execution of the Settlement Agreement and shall cooperate to promptly seek to obtain the approval of this Settlement Agreement by the Court and to secure the prompt filing of a Declaration of Settlement out of Court in respect of the Action.

a. Pre-Approval Judgment

38. At a time mutually agreed to by the Parties after the Settlement Agreement is executed, the Plaintiff shall bring a motion before the Court for a judgment approving the Pre-Approval Notice and authorizing *pro forma* the Action for the purpose of Settlement Approval only.
39. For greater clarity, because the Defendants consent to the authorization of the Action as a class proceeding for the sole purpose of Settlement Approval, their consent shall be withdrawn or deemed never to have been given should this Settlement Agreement not be approved by the Court.
40. The parties agree that should this Settlement Agreement not be approved by the Court, the authorization of the Action will be null and void.
41. The Parties have agreed on the proposed draft judgment to be sent to the Court, which is attached hereto as Schedule B, as the Pre-Approval Judgment.

b. Approval Judgment

42. As soon as practicable after the Pre-Approval Judgment is granted, the Plaintiff shall bring a motion before the Court for a judgment authorizing the Action as a class proceeding (for settlement purposes only) and Approving the Settlement Agreement. The Parties have agreed on the proposed draft judgment to be sent to the Court, which is attached hereto as Schedule C. Subject to judicial approval

of the Settlement Agreement and only for purposes of the Settlement Agreement, the Defendants shall consent to the authorization of the Action.

43. The Approval Judgment, once issued, shall bind all Class Members in Canada, except for those Class Members who have opted-out in accordance with the provisions of the present Settlement Agreement.

VI. Pre-Approval Notice

44. Class Members will be notified of the Settlement Agreement by way of a Pre-Approval Notice, which will state, *inter alia*: (i) that the Settlement Agreement will be submitted to the Court for approval, specifying the date and place of such hearing but stating that these may change and will be posted only on the Settlement Website; (ii) the nature of the Settlement Agreement and the method of its execution; (iii) that Class Members have the right to object to the Settlement Agreement and present their arguments to the Court; (iv) the procedure to be followed in order to Opt-Out of the Settlement Agreement before the Opt-Out Deadline; (v) directing Class Members to the Settlement Website; and (vi) providing instructions for contacting Class Counsel. Attached as Schedule D is the proposed Pre-Approval Notice.
45. Within thirty (30) days following the Pre-Approval Judgment, the Pre-Approval Notice shall be disseminated in English or in French, depending, pursuant to the following Notice Plan:
 - (a) Once in the form of an approximately 1/3 of a page advertisement in the weekday edition of the nationally distributed editions [where applicable] of the following newspapers: Globe & Mail, National Post, La Presse+, Montreal Gazette, Le Soleil, Toronto Star, and Vancouver Sun.
 - (b) Posting on the Settlement Website and on Class Counsel's website, Facebook, and Twitter pages.
46. All costs associated with the publication of the Pre-Approval Notice pursuant to the Notice Plan shall be paid from the Settlement Amount. Class Counsel shall obtain quotes from the various newspapers and submit them to Defence Counsel for approval. Class Counsel shall then pay for the newspaper publications and submit the invoices to Defence Counsel for repayment. The Defendants will pay to Class Counsel the entire amount of these invoices with taxes no later than thirty (30) days following receipt of such invoices.

47. The Defendants may also choose to issue their own press release, the timing and content of which shall be at their sole discretion and expense.
48. The Parties agree that any additional notice to class members informing them of the Settlement Approval is not necessary, given that the Settlement Amount will be paid pursuant to article 597 CCP. As a result, the Parties will propose to the Court that the Pre-Approval Notice shall be the only notice to Class Members.
49. However, should the Court require that both a Pre-Approval Notice and a post-approval notice be published, the parties agree to publish a second notice following the issuance of the Approval Judgment, which costs shall be paid from the Settlement Amount and the terms of payment shall follow the same procedure as for the Pre-Approval Notice (section 46).

VII. Objections and Opt-Outs

a. Objections

50. The Parties reiterate that it is not practical or even possible to identify individual Class Members.
51. As a result, anyone who can establish, to the satisfaction of the Court, that electronic data and communications containing his/her personal information was acquired by the Defendant Google Inc. Street View vehicles from March 30, 2009 to May 7, 2010, may object to the terms of the Settlement Agreement. For the purposes of the present section, these people are defined as “**Potential Class Members.**”
52. Potential Class Members shall have the right to appear and show cause if they have any reason why the terms of this Settlement Agreement should not be granted approval. Objections, including all briefs or other papers or evidence in support thereof, should be in writing and postmarked, served, filed and received by Class Counsel at least fifteen (15) days prior to the Approval Hearing.
53. Potential Class Members may object either on their own or through a lawyer hired at their own expense. No Potential Class Member represented by a lawyer shall be deemed to have objected to the Settlement Agreement unless the Objection is signed by the Potential Class Member himself or herself.
54. Any objection regarding or related to the Settlement Agreement should contain: (i) a caption or title that identifies it as Objection to the Settlement Agreement; (ii) information sufficient to identify and contact the objecting Potential Class

Member (or his or her lawyer, if any), such as name, address, email address and telephone number; (iii) a clear and concise statement of the Potential Class Member's objection, and the legal grounds on which the objection is based; and (iv) sufficient evidence to establish, to the satisfaction of the Court, the basis for his or her standing as a Class Member.

55. Any objecting Potential Class Member who wishes to appear before the Court at the Approval Hearing, whether in person or through a lawyer, should send a notice of intention to appear in writing and ensure that such notice of intention to appear be postmarked, served, filed and be received by Class Counsel at least ten (10) days prior to the Approval Hearing. Such notice of intention to appear should include the name, address, and telephone number of the Potential Class Member and any lawyer who will appear on his or her behalf.
56. Within five (5) days after the receipt of any Objection, Class Counsel shall provide the Defendants with a copy of the Objection and any accompanying documentation relating thereto.

b. Opt-Outs

57. Any Potential Class Member who does not wish to participate in this Settlement must write to Class Counsel stating an intention to be excluded from this Settlement. Potential Class Members who want to opt out must complete the Opt-Out Form attached as Schedule E, and send it via regular, first class, or registered mail to Class Counsel. The envelope containing the Opt-Out Form sent to the Class Counsel must be postmarked no later than the last day of the Opt-Out Deadline, which is 45 days after the publication of the Pre-Approval Notice. The Opt-Out Form must be personally signed by the person who wishes to opt out. So-called "mass" or "class" opt-outs shall not be allowed.
58. Class Members who want to opt out and who are also residents of Quebec must, in addition to complying with section 57 above, do so by giving notice to the Clerk of the Superior Court of Quebec by the Opt-Out Deadline and in the manner prescribed by the *Code of Civil Procedure*, as well as complete the Opt-Out Form and file it with the Class Counsel by the Opt-Out Deadline.
59. Any Class Member who does not Opt-Out of the Settlement has the right to object to the Settlement, if it meets the above-mentioned conditions and qualifies as a Potential Class Member. Any Class Member who wishes to object must timely submit an Objection, as provided for in this Settlement Agreement. If a person who would otherwise be a Potential Class Member submits both an Objection and an Opt-Out, he or she shall be deemed to have complied with the

terms of the Opt-Out procedure, and shall not be bound by the Settlement Agreement, if approved by the Court.

60. Within fifteen (15) days after the expiration of the Opt-Out Deadline, Class Counsel shall provide the Defendants with an Opt-Out Report advising as to the names of any Opt-Outs, the reasons for their opting out, if known, and a copy of all information provided by that Opt-Out.
61. Upon the Approval Judgment becoming final, any Class Member who has not timely opted out of the Settlement shall be bound by the terms of the Settlement Agreement.

VIII. Class Counsel Fees and Expenses

62. As part of the Settlement Amount, the Defendants agree to pay Class Counsel's fees and expenses in accordance with the terms and conditions specified below.
63. Within the motion for approval of the Settlement Agreement, Class Counsel will be asking the Court to approve their global award of lawyer fees and for reimbursement of their expenditures ("Class Counsel Fees and Expenses") in the amount of CDN \$300,000 plus applicable taxes as detailed in section 35. Defence Counsel shall confirm to the Court at the Approval Hearing that they and the Defendants believe these fees and expenses are fair, reasonable and appropriate and that the Defendants have agreed to pay the said amount of fees and expenses in this case.
64. The Defendants shall pay the Class Counsel Fees and Expenses to Class Counsel thirty (30) days after the Effective Date.
65. Class Members who have retained, or in the process of making a claim do retain, lawyers to assist them in making their individual claims to this Settlement Agreement shall be responsible for the legal fees and expenses of such lawyers.

IX. Indemnity and Honourarium Award for Representative Plaintiff

66. Each of the Parties and their counsel represent and warrant that they have made no agreement with or promise for Plaintiff or any other Class Member to receive any payments or value in respect of this case or this Settlement Agreement, other than for the Plaintiff to receive, subject to the approval of the Court, the indemnity and honourarium award provided for in section 35 above.

67. The Defendants shall pay this award thirty (30) days after the Effective Date and shall send it to Class Counsel who will then remit this award to the Representative Plaintiff.

X. Releases

68. Upon the Effective Date, and for the consideration provided in this Settlement Agreement, the Releasers will fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from and for the Released Claims, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity, any Released Claim or Released Claims.
69. Without limiting any other provisions herein, each Class Member who did not Opt-Out will be deemed by the Settlement Agreement completely and unconditionally to have released and forever discharged the Released Parties from any and all Released Claims, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and demands whatsoever, whether known or unknown, that were asserted or could have been asserted in the Action that is the subject of this Settlement Agreement or in relation to any of the facts alleged therein.
70. The Parties agree that each Class Member who did not Opt-Out will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of the Defendants, Released Parties, and/or third-party any claims that relate to or constitute any Released Claims covered by the final Settlement Agreement.
71. The Plaintiff Elkoby and the Class Members hereby renounce the benefit of the solidarity ("*joint and several*") of any and all debtors with the Released Parties with respect to the Released Parties' actions or omissions.
72. Upon issuance of the Settlement Approval Judgment, Plaintiff shall have, and each and every Class Member shall be deemed to have, on his own and on behalf of the Class Members, and as applicable, respective past, present, and future parents, subsidiaries, joint ventures, partnerships, related companies, affiliates, unincorporated entities, divisions, groups, directors, officers, shareholders, employees, agents, representatives, servants, partners, executors, liquidators, administrators, assigns, predecessors, successors, heirs,

descendants, present and future family members, dependents, legal representatives, and heirs, covenanted and agreed to:

- (a) forever refrain from instituting, maintaining, or proceeding in any action against the Released Parties with respect to any Released Claims;
 - (b) release and forever discharge the Released Parties from each and every such Released Claim;
 - (c) indemnify and hold harmless the Released Parties from all liability and expenses (including attorneys' fees) incurred by the Released Parties as the result of a breach of this covenant-not-to-sue by a Class Member. Liability for this indemnification shall be limited solely to the Class Member(s) responsible for breaching the covenant-not-to-sue; and
 - (d) file a motion, and support any motions, seeking immediate dismissal of any claim instituted or currently pending against the Released Parties with respect to the Released Claims.
73. Plaintiff, on behalf of himself and the Class Members, fully understands that if any fact relating to any matter covered by this Settlement Agreement is later found to be other than or different from the facts now believed by Plaintiff to be true, Plaintiff, on behalf of himself and the Class Members, expressly accepts and assumes the risk of such possible differences in fact and agrees and acknowledges that this Settlement Agreement shall nevertheless remain fully binding and effective.
74. Plaintiff and the Class Members are deemed to understand the meaning and effects of the releases provided in this Settlement Agreement. To this effect, Plaintiff declares that he has benefitted, for himself and for all Class Members, from the legal advice of Class Counsel.

XI. Termination

75. The Parties expressly reserve all their respective rights to the extent that the Superior Court of Quebec does not approve this Settlement Agreement.
76. In the event this Settlement Agreement does not become final for any reason, then within no later than five (5) business days of the Defendants giving written notice to Class Counsel, the Defendants will from that point forward not be responsible for any further payment under the Settlement Agreement. Upon receiving the said Notice, Class Counsel shall refrain from making any further

payments and return to Defendant's Counsel any unused funds, as the case may be. However, it is understood that once the costs associated with the publication of the Pre-Approval Notice have been spent, the Defendants will not be entitled to a return of such funds.

77. If the Settlement Agreement is not approved in its entirety, if approval of any material portion or provision of the Settlement Agreement is reversed or altered on appeal, the Settlement Agreement shall become null and void and the Parties shall be restored to their respective positions in the Action immediately prior to reaching the settlement. In that event, no documents or communications related to the settlement (including the parties' term sheets, minutes of settlement, and this Settlement Agreement) shall have any effect or be admissible in evidence for any purpose in the Action or in any other proceeding.

XII. No Admission of Liability

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

XIII. Miscellaneous Provisions

80. The Preamble and Recitals set out herein are incorporated with and form part of this Settlement Agreement.
81. The Plaintiff, Class Counsel, or the Defendants may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement. All motions contemplated by this Settlement Agreement, including applications to the Court for directions, shall be on notice to the Parties.

82. In this Settlement Agreement:
- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
 - (b) the terms “this Settlement Agreement”, “the Settlement Agreement”, “hereof”, “hereunder”, “herein”, “hereto”, and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement.
83. The Court shall retain exclusive jurisdiction over all matters relating to the implementation and enforcement of this Settlement Agreement as it relates to the Action.
84. This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec.
85. This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in this Settlement Agreement. None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein. 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.
86. Once the Settlement Agreement is approved by the Court and the approval orders become final, this Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiff, Class Members, the Releasers, the Defendants, the Released Parties, and Class Counsel.
87. The representations and warranties contained in this Settlement Agreement shall survive its execution and implementation.
88. Except as otherwise provided herein, the Parties shall bear their own respective costs.

89. This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, faxed, or other electronic form provided that it is duly executed.
90. This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.
91. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*
92. Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Court.
93. A French translation of this Settlement Agreement, all Schedules attached hereto, and all Notices pursuant to this Settlement Agreement shall be prepared by Defence Counsel. The English and French versions of this Settlement Agreement shall be equally authoritative.
94. The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the parties are hereby renouncing the benefit of any errors of fact, law, and/or calculation.
95. Each Party agrees not to disparage the opposite Parties or their counsel with respect to any of the matters in issue in the Action or the manner in which the Action was conducted or settled. The Parties agree that any public statements that are inconsistent with the terms of this Settlement Agreement could cause irreparable harm, including harm to the business and reputation of the Defendants.
96. The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

97. The Schedules annexed hereto form part of this Settlement Agreement.
98. Each of the Parties hereby affirms and acknowledges that:
- (a) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her, or its counsel;
 - (c) he, she, or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
 - (d) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made, or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.
99. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.
100. 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, facsimile, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Plaintiff and Class Counsel:

Jeff Orenstein
Consumer Law Group Inc.
1030 Berri St., Suite 102
Montreal, Quebec H2L 4C3
Tel: (514) 266-7863 Ext. 2
Fax: (514) 868-9696
Email: jorenstein@clg.org

For Defendants and Defence Counsel:


Eloïse Gratton, François Grondin, Patrick Plante

Borden Ladner Gervais LLP
1000 De La Gauchetière St. West, Suite 900
Montreal, Quebec H3B 5H4
Tel: (514) 954-3106, (514) 954-3153
Fax: (514) 954-1905
Email: egratton@blg.com, fgrondin@blg.com,
pplante@blg.com

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

**CONSUMER LAW GROUP INC. /
CONSUMER LAW GROUP P.C.**

Per:



Jeff Orenstein, Class Counsel

GOOGLE CANADA CORP.

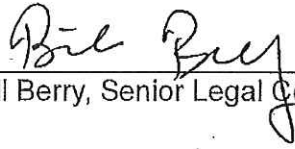
Per:



Kenneth Yi, Director, President & Secretary

**GOOGLE INC., GOOGLE LLC as of September 30,
2017**

Per:



Bill Berry, Senior Legal Counsel

10|5|17

Schedule “A”

DEVELOPING KNOWLEDGE FOR CANADIANS TO BETTER UNDERSTAND LAW, RISK AND THE INTERNET

A DESCRIPTION OF JOINT WORK

SUBMITTED BY

CENTRE DE RECHERCHE EN DROIT PUBLIC, UNIVERSITY OF MONTREAL (CRDP)
AND
CENTRE FOR LAW, TECHNOLOGY AND SOCIETY, UNIVERSITY OF OTTAWA (CLTS)

Principal Investigators: Dr. Vincent Gautrais (CRDP) and Dr. Ian Kerr (CLTS)

1. LAW, RISK, AND THE INTERNET

CRDP and CLTS will work jointly to develop and disseminate knowledge for Canadians to help them better understand law, risk, and the internet.

CRDP and CLTS intend to use the financial contribution to support a series of research and dissemination activities. Such activities are aimed at generating knowledge and raising awareness amongst Canadians on the risks pertaining to the internet and related information technologies, and providing law and policy tools pertaining to the management such risks. This joint undertaking by CDRP and CLTS will consist of a number of individual and joint efforts, including legal research and the development of educational materials for the general public. The subject under investigation will have four focal points:

◆ Law, Risk, Social Networks, and the Platform Economy

For many users, the internet is little more than access to social networks. The evolving use of social media has been accompanied by a multitude of legal questions. Some subjects include:

- Information sharing norms and security best practices
- Platforms, liability, and freedom of expression
- Online consent and its consequences for users

◆ **Law, Risk, and Artificial Intelligence**

Artificial Intelligence, machine learning, and algorithms raise a number of novel issues. Some subjects include:

- Profiling and privacy in an era of digital agents
- Legal responsibility for the delegation of tasks and decision making
- Algorithmic bias and civil rights

◆ **Law, Risk, and Smart Cities**

As cities are embedded with smart devices that permit data analytics to measure and manage daily life, many privacy issues arise. Some subjects include:

- Internet of things and persistent surveillance
- Open municipal data and sustainable open access
- Big data and digital discrimination

◆ **Law, Risk, and Digital Media**

With the increasing and irreversible digitalization of culture, it is necessary to investigate intellectual property and a range of broader social issues resulting from the increasing development and use of digital media. Some of the subjects include:

- Accountability and other means of addressing “Fake news”
- Pseudo-anonymous downloads and copyright infringement detection
- Closed/open content licenses and public libraries rights

It is anticipated that each of the four areas of investigation described above will be integrated in the development of a bilingual educational multimedia module that is accessible and relevant to all Canadians. Both Centres also expect to produce a number of academic publications relating to law, risk, and the internet. All of the materials produced will be made available on a bilingual website in an open access format available to all Canadians. In addition to the production of the materials, members of CDRP and CLTS will curate and host educational workshops and conferences that address aspects of each of the four areas of investigation at locations across Canada, many of which will be recorded and made publicly available in high

definition audiovisual quality under an open access license.

2. ABOUT THE TWO CENTRES

CRDP and CLTS are the two most experienced Canadian research centres with ongoing research in the subjects above. Jointly, they provide comprehensive expertise and high levels of productivity throughout Canada. Both Centres operate in a bilingual and bijuridical environment, addressing the entire Canadian legal system. With a number of highly successful prior and ongoing collaborations between core researchers at both Centres, and their shared commitment to research and education in law and technology, these two institutions recommended themselves as excellent possible recipients of a joint donation aimed at promoting future work on topic of law, risk, and the internet.

CRDP

The Centre de recherche en droit public (www.crdp.umontreal.ca) is Canada's oldest legal research center. Founded in 1962 at the Faculty of Law of the University of Montreal, the CRDP's original mandate was to organise public law research at the Faculty and to train the next generation of academics. Over time, the Centre has diversified its research program to include private law, and to tackle important contemporary social issues. This global, interdisciplinary and pragmatic approach has made the CRDP a leader in legal research in Quebec, and the largest legal research institute in Canada.

Since the 1980s, the CRDP's projects on law and information technology have shed light on the need for law reform and, in some cases, new laws in response to the advent of contemporary digital environments. Three main lines of questioning have structured the CRDP's projects in this area: (1) what are the potentials and limits of the State law as a norm creator/enforcer in cyberspace? (2) What are the new socio-legal risks (and possible solutions) brought by information technologies, particularly the internet, in our network society? and, (3) how have the Courts have interpreted certain fundamental rights, such as the right to privacy, in the ever-evolving technological context?

Several CRDP's members with expertise in technology law will be contributing to this work, including: Karim Benyekhlef (www.karimbenyekhlef.ca), Vincent Gautrais (www.gautrais.com), Pierre Trudel (www.pierretrudel.net), and Nicolas Vermeys (www.vermeys.com).

CLTS

The Centre for Law, Technology and Society (<https://techlaw.uottawa.ca>), a leading Canadian centre for research and education in the field of law, technology, intellectual property, information and privacy, was established in 2009 as a joint initiative of the Common Law and Civil Law Sections of University of Ottawa's Faculty of Law. The goal of the CLTS is to research, analyze and shed light on the complex and interdependent relationships between law, technology and society.

Since its inception, CLTS has conducted cutting-edge research at the intersection of technology, science, law, public policy and society. CLTS encourages multidisciplinary as allowing for different – sometimes complementary and sometimes discordant – perspectives on the same topic to inform analysis and debate on an issue, thereby providing the richest and most comprehensive approach to research and policy-making. The CLTS analyzes technological innovations and scientific advancements from socio-ethical, legal and policy perspectives. Our research falls under five broad themes: privacy; intellectual property; Internet and digital media; biology, genetics and neuroscience; and robotics. Principles of equality, access to justice, international development, democracy, and human rights and civil liberties guide all our research; our research plays a key role in understanding how innovation itself as well as the laws and policies governing innovation can be used to achieve social justice goals.

We involve students in all aspects of our activities and in numerous capacities, including research assistants, editorial assistants, assistant organizers and project coordinators, fulfilling what we see as a key aspect of our mandate, to educate and train the next generation of scholars, policy-makers and practitioners in our research areas.

With regular participation from a dozen faculty members, CLTS is also the home of Canada Research Chairs in (i) Internet and e-Commerce Law, (ii) Ethics, Law and Technology, and (iii) Information Law, as well as the OpenAir Network on African innovation, the eQuality project and the Samuelson-Glushko Canadian Internet Policy & Public Interest Clinic.

Several CLTS members with expertise in technology law will be contributing to this work, including: Jane Bailey (www.equalityproject.ca), Jeremy de Beer (www.jeremydebeer.ca), Karen Eltis, Michael Geist (www.michaelgeist.ca), Mistrale Goudreau, Elizabeth Judge, Ian Kerr (www.iankerr.ca), Florian Martin-Bariteau (www.f-mb.org), Chidi Oguamanam (www.chidioguanamam.com), Marina Pavlovic, Teresa Scassa (www.teresascassa.ca), and Valerie Steeves (www.equalityproject.ca)

Schedule "B"
Pre-Approval Judgment
SUPERIOR COURT
(Class Action)

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000567-111

DATE: Month 00, 2017

PRESIDING: THE HONOURABLE MARIE-ANNE PAQUETTE, J.S.C.

MICHAEL ELKOBY

Petitioner

v.

GOOGLE, INC.
and
GOOGLE CANADA CORPORATION

Respondents

JUDGMENT

- [1] CONSIDERING the Plaintiff's motion to authorize the bringing of a class action and to ascribe the status of representative;
- [2] CONSIDERING the Plaintiff's application to approve the form and content of the Notice of the Authorization and Settlement Approval Hearing (the "Pre-Approval Notice"), for approval of the method of dissemination of the Pre-Approval Notice (the "Notice Plan"), and to approve the form and content of the Opt-Out Form (together, the "Application");
- [3] CONSIDERING the material filed in the Court record, including the National Canadian Class Action Settlement Agreement dated September 1, 2017, and upon hearing submissions of counsel for the Plaintiff and the Respondents;
- [4] CONSIDERING that this Court is of the opinion that, for settlement purposes only, the Plaintiff's motion to authorize the bringing of a class action and to ascribe the status of representative complies with articles 574 and 575 C.C.P.;
- [5] CONSIDERING that the Defendants consent to this Judgment for the purpose of Settlement Approval only;
- [6] CONSIDERING that such consent will be withdrawn or deemed to have never been given if the Settlement Agreement, Exhibit R-1, is not ultimately approved;

FOR THESE REASONS, THE COURT:

- [7] **GRANTS** the present Application;
- [8] **ORDERS** that, except as otherwise specified in, or as modified by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;
- [9] **AUTHORIZES** the bringing of a class action *pro forma* against the Defendants Google Canada Corp. and Google Inc. for the purpose of settlement approval only, subject to the terms of the Settlement Agreement, Exhibit R-1;
- [10] **APPOINTS**, for the purpose of settlement only, the Petitioner as the representative plaintiff of the following Class:

"All residents in Canada whose electronic data and communications sent or received on wireless internet connections were acquired by the

Defendant Google Inc. Street View vehicles from March 30, 2009 to May 7, 2010”;

[11] **IDENTIFIES**, for the purpose of settlement only, the following issue to be dealt with collectively:

Did the Defendants breach the Class Members’ rights by acquiring electronic data and communications sent or received on wireless internet connections?

[12] **ORDERS** that the Settlement Approval Hearing is to be held on Month 00, 2017 at

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

- a) whether to approve the Settlement Agreement as fair, reasonable and in the best interest of the Class Members;
- b) whether Class Counsel's application for fees, disbursements and applicable taxes should be granted;
- c) whether to grant an indemnity and honourarium award to the Class Representative; and
- d) any other matters as the Court may deem appropriate;

[13] **APPROVES** the form and content of the Pre-Approval Notice, substantially in the form as set forth in Schedule D to the Settlement Agreement;

[14] **ORDERS** that the Pre-Approval Notice shall be published and disseminated substantially in accordance with the Notice Plan as set forth in the Settlement Agreement;

[15] **DECLARES** that the form and manner of notice as approved herein represents fair and reasonable notice to all persons entitled to notice of the Authorization and Settlement Approval Hearing;

[16] **ORDERS** that, in accordance with the terms of the Settlement Agreement, the costs associated with the Pre-Approval Notice shall be paid from the Settlement Amount;

- [17] **ORDERS** that the date and time of the Settlement Approval Hearing shall be set forth in the Pre-Approval Notice, but may be subject to adjournment by the Court without further publication notice to the Class Members other than such notice which will be posted on the Settlement Website;
- [18] **APPROVES** the form and content of the Opt-Out Form, substantially in the form as set forth in Schedule E to the Settlement Agreement;
- [19] **ORDERS** that persons who would otherwise be Class Members may exclude themselves from this proceeding by sending a fully completed Opt-Out Form, no later than forty-five (45) days following the dissemination of the Pre-Approval Notice;
- [20] **SETS** the deadline for Class Members to object to the Settlement Agreement as no later than 15 days before the Settlement Approval Hearing;
- [21] **ORDERS** that a copy of this Judgment shall be posted on the Settlement Website;
- [22] **THE WHOLE**, without legal costs.

MARIE-ANNE PAQUETTE, J.S.C.

Mtre. Jeff Orenstein
CONSUMER LAW GROUP INC.
Lawyers for the Plaintiff

Mtre. Eloïse Gratton
Mtre. François Grondin
Mtre. Patrick Plante
BORDEN LADNER GERVAIS LLP
Lawyers for the Respondents

Hearing date: Month 00, 2017

Schedule "C"
Approval Judgment
SUPERIOR COURT
(Class Action)

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000567-111

DATE: Month 00, 2017

PRESIDING: THE HONOURABLE MARIE-ANNE PAQUETTE, J.S.C.

MICHAEL ELKOBY

Plaintiff

v.

GOOGLE, INC.

and

GOOGLE CANADA CORPORATION

Defendants

JUDGMENT

- [1] CONSIDERING the Plaintiff's motion to authorize the bringing of a class action and to ascribe the status of representative and the Plaintiff's application to approve the Settlement Agreement, Class Counsel Fees, and Plaintiff's

Indemnity and Honourarium Award (the "Application");

- [2] CONSIDERING the settlement entered into between the Plaintiff and the Defendants as reflected in the Canadian Class Action Settlement Agreement dated September 1, 2017 (the "Settlement Agreement");
- [3] CONSIDERING the material filed in the Court record and the submissions of counsel for the Plaintiff and counsel for the Defendants;
- [4] CONSIDERING that this Court is of the opinion that the Settlement Agreement reached between the parties is fair, reasonable and in the best interest of Class Members and complies with article 590 C.C.P.;

FOR THESE REASONS, THE COURT:

- [5] **GRANTS** Plaintiff's Application;
- [6] **ORDERS** that, except as otherwise specified in, or as modified by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;
- [7] **ORDERS AND DECLARES** that the Settlement Agreement (including its Preamble and its Schedules):
 - a) is fair, reasonable and in the best interests of the Class Members;
 - b) is hereby approved pursuant to article 590 C.C.P.; and
 - c) shall be implemented in accordance with all of its terms;
- [8] **ORDERS** that the Settlement Amount set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Defendants under the Settlement Agreement;
- [9] **ORDERS** that the Settlement Agreement constitutes a transaction in conformity with article 2631 of the Civil Code of Quebec which is binding upon all parties and all Class Members;
- [10] **DECLARES** that all Class Members, unless they opted out prior to the Opt-Out Deadline, shall be deemed to have elected to participate in the Settlement and shall be bound by the Settlement Agreement and this Judgment;

- [11] **APPROVES** the payment to Class Counsel of its extrajudicial fees and disbursements as provided for in the Settlement Agreement;
- [12] **APPROVES** the payment to the Plaintiff of his indemnity and honourarium award as provided for in the Settlement Agreement;
- [13] **CONFIRMS** that no notice of the said judgment has to be published considering that there cannot be any individual liquidation to Class Members in the present matter;
- [14] **ORDERS** that the levies for the *Fonds d'aide aux actions collectives* as provided for in the Settlement Agreement be remitted according to the *Loi sur le Fonds d'aide aux actions collectives* and the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives*;
- [15] **ORDERS** that a copy of this Judgment shall be posted on the Settlement Website;
- [16] **THE WHOLE**, without legal costs.

MARIE-ANNE PAQUETTE, J.S.C.

Mtre. Jeff Orenstein
CONSUMER LAW GROUP INC.
Lawyers for the Petitioner

Mtre. Eloïse Gratton
Mtre. François Grondin
Mtre. Patrick Plante
BORDEN LADNER GERVAIS LLP
Lawyers for the Respondents

Hearing date: Month 00, 2017

Schedule “D”
Pre-Approval Notice

Notice of Settlement of Google Street View Class Action

Detailed information and updates are available on the Settlement Website at the following address: www.clq.org

A proposed Canada-wide Settlement has been reached in a class action relating to the alleged collection of payload data containing fragments of electronic data and communications by Google Street View vehicles.

WHO IS INCLUDED?

You may be a Class Member if fragments of electronic data and communications sent or received on wireless internet connections were acquired by a Google Inc. Street View vehicle between March 30, 2009 and May 7, 2010. Note that in order for this to have been the case, the wireless internet connection would have to have been unsecured, and the information would have to have been broadcasted over an identified network at the instant a Google Street View vehicle drove by.

However, it is not possible in this case to determine on a person by person basis whether such was the case, and this is why the settlement is structured as it is, providing funding for research programs to Canadian universities and not individual distribution to potential Class Members.

WHAT IS THIS CASE ABOUT?

The lawsuit claims that Google Inc. Street View vehicles acquired parts of electronic data and communications sent or received on wireless internet connections between March 30, 2009 and May 7, 2010. This only could have happened if Google Inc. Street View vehicles drove by unsecured wireless routers at the same moment that the information in question was being sent or received. In order to view such data, it would have to be decoded using sophisticated technology or programming, such as crypto-analysis. The lawsuit does not allege that such decoding occurred, or that the Defendants actually viewed any of the data. Moreover, the data was segregated and it was never used, in any manner, by the Defendants. The Defendants deny having done anything wrong.

WHAT DOES THIS SETTLEMENT PROVIDE?

A Settlement Amount of \$1,000,000 is intended to fund a research project at the University of Ottawa and the University of Montreal for a research program dealing with internet data protection and privacy risks. All parties agree that this choice is appropriate. The Settlement Amount will also be used to pay Notice Costs, Class Counsel Fees and Expenses, and, subject to the Court's approval, an Indemnity and Honourarium Award to the Representative Plaintiff.

The majority of the Settlement Amount is being used to fund research on data protection and privacy risks because it is impossible to identify and directly compensate individual class members. This has been recognized by lawyers on both sides of the case. Full details about the Settlement Agreement are available on the Settlement Website at www.clg.org.

WHAT ARE YOUR OPTIONS?

If you are a Class Member, you may (1) object to the settlement; (2) exclude yourself; and/or (3) do nothing. If you don't want to be legally bound by the settlement, you must opt out. To do so, you must complete and submit an Opt-Out Form to Class Counsel by no later than Month 00, 2017. The manner in which you opt-out is available on the form found on the Settlement Website. Residents of Quebec must in addition give notice to the Clerk of the Superior Court of Quebec. Anyone who opts out cannot object to the Settlement, will not be bound by the Settlement Agreement, and may be eligible to pursue an individual claim in which you would have to prove that electronic data and communications were acquired and that you suffered damages as a result. If you stay in the Class, you may object to the Settlement. If you wish to object to this proposed Settlement, you must submit a written objection to the Court by no later than Month 00, 2017.

WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT?

The Superior Court of Quebec will hold a hearing to consider whether to approve the Settlement. The Court must be satisfied that the Settlement is fair, reasonable and in the best interests of Class Members.

The Settlement Approval Hearing will take place on Month 00, 2017 at TIME in room x.xx of the Courthouse located at 1 Notre-Dame St. East, Montreal, Quebec

You do not have to attend the hearings but you may do so if you wish, and if you have submitted a written objection to the Court, you (or your lawyer) may present arguments with regards to the proposed Settlement.

HOW CAN I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and further detailed information on the Settlement Website at www.clg.org.

WHO REPRESENTS ME?

Class Counsel, or the law firm representing the Plaintiff, is the following:

Consumer Law Group Inc.
1030 rue Berri, Suite 102
Montreal, Quebec H2L 4C3
jorenstein@clg.org

The Court will also consider a request from Class Counsel for counsel fees, disbursements and

taxes. Class Counsel has pursued this lawsuit wholly on a contingency basis and has agreed that they would only be paid their legal fees if there was a Settlement or recovery following a successful outcome. They will seek approval from the Court of \$300,000 plus applicable taxes, which will be paid from the Settlement Amount. The Plaintiff will also seek an indemnity of \$500 plus an Honorarium Award of \$4,500.

This Notice has been approved by the Superior Court of Quebec.

Schedule "E"
Opt-Out Form

GOOGLE STREET VIEW CLASS ACTION

OPT-OUT FORM

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

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

If you wish to opt-out, you must complete and submit an Opt-Out Form no later than Month 00, 2017, complete and submit the present Opt-Out Form to the following address:

Consumer Law Group Inc.
1030 Berri St., Suite 102
Montreal (Quebec) H2L 4C3

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

Clerk of the Superior Court of Quebec
Montreal Courthouse
1, Notre-Dame Street East
Montreal (Quebec) H2Y 1B6
Court file no. 500-06-000567-111

**THIS IS NOT A REGISTRATION FORM OR A CLAIM FORM.
IT EXCLUDES YOU FROM THE SETTLEMENT AGREEMENT.**

Name: _____

Address: _____

Telephone:	_____
Email:	_____
Identification of person signing this Opt-Out Form (please check):	
<ul style="list-style-type: none">I represent that I believe that I am a Class Member. I am signing this Opt-Out Form to EXCLUDE myself from the Settlement Agreement.	
Purpose of Opting Out (optional):	

DATE: _____	_____
	Name of Class Member

	Signature of Class Member