

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: GOOGLE LLC STREET VIEW
ELECTRONIC COMMUNICATIONS
LITIGATION

Case No: 3:10-md-02184-CRB

SETTLEMENT AGREEMENT

This agreement (“Settlement Agreement” or “Agreement”) is made and entered into this 11th day of June, 2018 (the “Execution Date”), by and between Google LLC (“Google” or “Defendant”) and Plaintiffs Dean Bastilla, Ric Benitti, Matthew Berlage, David Binkley, James Blackwell, Stephanie & Russell Carter, Jeffrey Colman, Bertha Davis, James Fairbanks, Wesley Hartline, Benjamin Joffe, Pat Keyes, Aaron Linsky, Lilla Marigza, Eric Myhre, John Redstone, Danielle Reyas, Karl Schulz, Jason Taylor, and Vicki Van Valin (collectively, “Plaintiffs,” and with Google, the “Parties”), individually and on behalf of the Class, as defined below.

WHEREAS, Plaintiffs brought suit on behalf of themselves and all others similarly situated for damages and declaratory and injunctive relief under Title III of the Omnibus Crime Control and Safe Streets Act of 1968 (“the Wiretap Act”), as amended by the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510, et seq., various state wiretap statutes, and the California Business and Professions Code §§ 17200, et seq. against Google, pending in the Northern District of California and captioned *In re: Google LLC Street View Electronic Communications Litigation*, Case No. 10-md-2184 (the “Action”); and

WHEREAS, on June 29, 2011, the Court denied Google’s motion to dismiss Plaintiffs’ federal Wiretap Act claims (while dismissing Plaintiffs’ state wiretap statute and California

Business and Professions Code § 17200 claims), a decision that was subsequently affirmed by the Ninth Circuit on December 27, 2013 (as amended); and

WHEREAS, on September 19, 2014, the Court entered an Order Regarding Jurisdictional Discovery, setting forth a process for the review of data acquired by Google's Street View vehicles by a Special Master appointed by the Court; and

WHEREAS, the Court subsequently appointed Douglas Brush as the Special Master, and on December 14, 2017 the Parties filed the Report of the Special Master called for by Section 4 of the Order Regarding Jurisdictional Discovery; and

WHEREAS, arm's-length settlement negotiations have taken place between Plaintiffs' Co-Lead Counsel and counsel for Google, including a mediation with Greg Lindstrom of Phillips ADR Enterprises P.C., and this Settlement Agreement has been reached as a result of those negotiations; and

WHEREAS, Plaintiffs have conducted a meaningful investigation and analyzed and evaluated the merits of the claims made in the Action against Google, including with the benefit of the Court's ruling on Google's motion to dismiss, evaluation of the Report of the Special Master and the results of Jurisdictional Discovery, and the impact of this Settlement Agreement on the Class, and based upon that analysis, and recognizing the substantial risks of continued litigation, have concluded that a settlement with Google on the terms set forth below is fair, reasonable, and adequate and in the best interest of the members of the Class; and

WHEREAS, Google believes that it is not liable for the claims asserted and has good defenses to Plaintiffs' claims, but nevertheless has decided to enter into this Settlement Agreement in order to avoid further expense, inconvenience, and the distraction of burdensome and protracted

litigation and to obtain the releases, orders and judgment contemplated by this Settlement Agreement, and to put to rest with finality all Released Claims, as defined below; and

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Google and the Plaintiffs that the Action be settled, compromised, and dismissed with prejudice, without costs to Plaintiffs, the Class Members, or Google except as provided for herein, subject to the approval of the Court, on the following terms and conditions:

A. Definitions

The following terms, as used in this Settlement Agreement, have the following meanings:

1. “802.11 Wireless Standard” means the family of specifications developed by the Institute of Electrical and Electronics Engineers (IEEE) for wireless LAN (WLAN) technology and assigned the 802.11 number.

2. “Acquired Payload Data” means the Payload Data acquired from unencrypted wireless networks by Google’s Street View vehicles operating in the United States from January 1, 2007 through May 15, 2010.

3. “Affiliates,” with respect to a party, shall mean (i) all entities now or in the future controlling, controlled by or under common control with that party; (ii) all entities in the past controlling, controlled by or under common control with that party, for the period of time that such control exists or existed; and (iii) predecessors, successors, or successors in interest thereof, including all entities formed or acquired by that party in the future that come to be controlled by that party. For purposes of this definition, “control” means possession directly or indirectly of the power to direct or cause the direction of management or policies of a company or entity through the ownership of voting securities, contract, or otherwise, and “entities” includes all persons, companies, partnerships, corporations, associations, organizations, and other entities.

4. “Assurance of Voluntary Compliance” means the Assurance of Voluntary Compliance entered into by Google and the Attorneys General of the States of Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, and Washington in March 2013 regarding Google’s collection of Wi-Fi information with its Street View vehicles.

5. “Class” means all persons who used a wireless network device from which Acquired Payload Data was obtained.

6. “Class Administrator” means a third-party class action settlement administrator to be selected by Plaintiffs with the approval of the Court. Under the supervision of Co-Lead Counsel (as defined below), the Class Administrator shall oversee and implement the Notice Plan, receive any requests for exclusion from the Class, establish, maintain and post materials on a Settlement website, and complete and file any required tax forms and pay any tax liabilities in connection with Escrow Account (as defined below).

7. “Class Member” means any person within the definition of the Class, excluding (a) any Releasee; (b) any judicial officer presiding over the Action, or any member of his or her immediate family or of his or her judicial staff; and (c) any Excluded Class Member.

8. “Excluded Class Member” means any person meeting the Class definition who has timely exercised his or her right to be excluded from the Class.

9. “Co-Lead Counsel” means the following law firms:

Cohen Milstein Sellers & Toll PLLC
1100 New York Ave., N.W., Suite 500
Washington, DC 20005

Spector Roseman & Kodroff, P.C.
1818 Market Street, Suite 2500
Philadelphia, PA 19103

10. “Court” means the United States District Court for the Northern District of California.
11. “Approved Cy Pres Recipient” means an organization approved by the Court to receive cy pres funds from this Settlement, as described in Section B.b.
12. “Proposed Cy Pres Recipient” means an organization proposed by Co-Lead Counsel to the Court to receive cy pres funds from this Settlement, as described in Section B.b.
13. “Data Frames” means data frames under the 802.11 Wireless Standard, consisting of (1) a header, containing network identifying information (such as a MAC Address or SSID) (“Data Frame Headers”); and (2) a body that may contain the content of communications being transmitted over the network (“Payload Data”).
14. “Final Approval” means that (a) the Court has entered (i) a final judgment order approving the Settlement set forth in this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and (ii) a final judgment dismissing the Action with prejudice and without costs (except as specified in this Agreement); and (b) the time for appeal or to seek permission to appeal from the Court’s approval of the Settlement and the entry of a final judgment has expired or, if appealed, approval of the Settlement and the final judgment have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. Neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

15. “Google Affiliates” shall mean all Affiliates of Google. For purposes of this Agreement, Google Affiliates shall not include Google Capital or any entities that otherwise would be deemed an Affiliate of Google as a result of an investment in Google Capital or GV (formerly Google Ventures), even where such investment may afford Google Capital or GV some level of control over the entity.

16. “Net Settlement Fund” means the Settlement Fund less all amounts approved by the Court for distribution to any person or entity other than the Approved Cy Pres Recipients, including amounts approved by the Court for attorneys’ fees, reimbursement of expenses, Plaintiff service awards, class notice, Class Administrator charges, Escrow Account charges, and Escrow Account tax liabilities.

17. “Released Claims” means any and all claims, complaints, demands, damages, debts, liabilities, actions, proceedings, remedies, causes of actions or suits, known or unknown, of whatever kind or nature, including but not limited to whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, asserted or not asserted, arising out of or related to the allegations in the Consolidated Amended Complaint, including but not limited to the claims arising out of or related to the allegations in the Consolidated Amended Complaint that have been asserted or could have been asserted by Releasers in the Consolidated Amended Complaint. Released Claims do not include any claims arising out of the enforcement of this Settlement Agreement.

18. “Releasees” means Google; Google Affiliates, and their respective officers, directors, employees, members, agents, attorneys, administrators, representatives, insurers, beneficiaries, trustees, shareholders, investors, contractors, joint venturers, predecessors,

successors, assigns, transferees, and all other individuals and entities acting on Google's behalf in connection with the Released Claims.

19. "Releasers" means Plaintiffs and the other Class Members; their current and former parents; their predecessors, affiliates, successors, and subsidiaries; and their officers, directors, attorneys, representatives, and employees; and assignees of any Released Claims.

20. "Settlement" means the settlement of the Action contemplated by this Agreement.

21. "Settlement Amount" means \$13,000,000.00 in United States currency.

22. "Settlement Fund" has the meaning provided in paragraph 23, below.

B. Relief

a. Settlement Fund

23. Within twenty (20) business days of the later of (1) an entry of an order preliminarily approving the Settlement or (2) the date upon which Co-Lead Counsel causes the necessary W9 statement and payment information to be made available to Google, Google shall pay or cause to be paid the Settlement Amount into an escrow account designated by Co-Lead Counsel (the "Escrow Account"). This amount, along with any interest earned thereon, shall be held in escrow and constitutes the Settlement Fund. The Escrow Account and Settlement Fund shall be administered in accordance with the provisions of this Settlement Agreement. The Escrow Account shall be established as a "qualified settlement fund" as defined in Section 1.468B-1(a) of the U.S. Treasury Regulations.

24. The Net Settlement Fund shall be distributed to one or more Approved Cy Pres Recipients.

25. Google represents that the Settlement Amount is in addition to Google's charitable donations and that but for this Settlement, Google would not have expended these funds for charitable purposes.

26. Google shall not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, use, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution, use or administration, except as expressly otherwise provided in this Settlement Agreement.

27. In no event shall Google's liability with respect to the Settlement exceed \$13,000,000.

28. No disbursements shall be made from the Settlement Fund except as authorized by the Court.

b. Cy Pres

29. Plaintiffs shall identify one or more Proposed Cy Pres Recipient(s) to recommend to the Court for approval. The Proposed Cy Pres Recipient(s) shall be independent organizations with a track record of addressing consumer privacy concerns on the Internet and/or in connection with the transmission of information via wireless networks, directly or through grants, and such organization(s), as a condition of receiving settlement funds, shall commit to use the funds to promote the protection of Internet privacy. Before submitting their Proposed Cy Pres Recipient(s) to the Court, Plaintiffs agree to disclose them to Google and consult with Google in good faith regarding any concerns Google may have.

30. Each Proposed Cy Pres Recipient shall agree that, if approved by the Court, it shall commit to use the funds to promote the protection of Internet privacy, and that until such time as the funds allocated to it are exhausted, it shall provide a report to the Court and the parties every six months informing them of how it has used the cy pres funds since the previous report and how it intends to use any remaining funds. Plaintiffs shall be responsible for ensuring that such reports are posted on an Internet website dedicated to the Settlement.

31. Google shall not exercise any control or influence over any Approved Cy Pres Recipient's expenditure of the cy pres funds.

32. In the event Plaintiffs identify more than one Proposed Cy Pres Recipient, Plaintiffs shall propose to the Court the amount or percentage of the Net Settlement Fund for each Proposed Cy Pres Recipient to receive.

c. Injunctive Relief

33. Google shall destroy all Acquired Payload Data, including the disks containing such data, within forty-five (45) days of Final Approval, subject to any preservation obligations Google may have with respect to any Excluded Class Member. Google shall report via counsel to Co-Lead Counsel upon the expiration of the forty-five (45) days whether it has destroyed the Acquired Payload Data. If Google does not destroy the Acquired Payload Data within the forty-five (45) days because of ongoing preservation obligations, it will report accordingly to Co-Lead Counsel. When the Acquired Payload Data is destroyed, Google will report via counsel the fact of that destruction to Co-Lead Counsel.

34. Google shall not collect and store for use in any product or service Payload Data via Street View vehicles, except with notice and consent.

35. Google shall comply with all aspects of the Privacy Program described in paragraph 16 of Section I of the Assurance of Voluntary Compliance and with the prohibitive and affirmative conduct described in paragraphs 1-5 of the Assurance of Voluntary Compliance. Through counsel, Google shall confirm to Plaintiffs in writing on an annual basis that it remains in compliance.

36. Google agrees to host and maintain educational webpages that instruct users on the configuration of wireless security modes and the value of encrypting a wireless network, including a how-to video demonstrating how users can encrypt their networks and instructions on how to

remove a wireless network from inclusion in Google's location services. Google agrees to use its best efforts to have the webpages operational by the time the class notice is first disseminated.

37. Google's obligations in this "Injunctive Relief" subsection shall terminate five years after Final Approval.

C. Preliminary Approval of the Settlement

38. The Parties agree to use their best efforts to effectuate this Settlement Agreement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e), and scheduling a final fairness hearing) to obtain Final Approval of the Settlement and the final dismissal with prejudice of the Action.

39. Plaintiffs shall submit to the Court a motion requesting that the Court preliminarily approve the Settlement and authorize notice to the Class (the "Preliminary Approval Motion"). The Preliminary Approval Motion shall include: (a) a proposed form of order preliminarily approving the Settlement; (b) a proposed form of, and method for, dissemination of notice to the Class; and (c) a proposed form of a final order approving the Settlement and dismissing the Action with prejudice, all of which shall be furnished to Google for review and prior approval, which is not to be unreasonably withheld. The Preliminary Approval Motion shall also identify the Proposed Cy Pres Recipient(s).

40. Within ten calendar days after the filing with the Court of this Settlement Agreement and the Preliminary Approval Motion, Google shall (at its own expense) cause notice of the Settlement Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

D. Notice to the Class, Objections, and Requests for Exclusion

41. After preliminary approval of the Settlement, Co-Lead Counsel may utilize up to \$500,000 from the Settlement Fund to implement the notice plan approved by the Court. The amount spent or incurred for notice and notice administration is not refundable to Google in the event the Settlement Agreement is disapproved, rescinded, or otherwise fails to become effective.

42. The Class Administrator shall oversee and implement the notice plan approved by the Court. All costs associated with the notice plan shall be paid from the Settlement Fund.

43. The notice shall contain instructions and a deadline for persons within the Class definition to request exclusion from the Class or object to the Settlement.

E. Final Approval of the Settlement and Dismissal of the Action

44. If the Settlement is preliminarily approved by the Court, Plaintiffs shall, pursuant to the schedule set by the preliminary approval order, seek final approval of the Settlement and entry of a final order and judgment:

- (a) granting final approval of the Settlement as fair, reasonable, and adequate within the meaning of Rule 23(e) of the Federal Rules of Civil Procedure and directing the consummation of the Settlement according to its terms;
- (b) specifying one or more Approved Cy Pres Recipients for receipt of the Net Settlement Fund;
- (c) directing that the Action be dismissed with prejudice and, except as provided for by the Settlement Agreement, without costs;
- (d) reserving exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration and consummation of this Settlement, to the United States District Court for the Northern District of California; and
- (e) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of final judgment.

45. This Settlement Agreement shall become effective only upon Final Approval of the Settlement.

F. Releases, Discharge, and Covenant Not to Sue

46. Upon Final Approval and in consideration of payment of the Settlement Amount, Releasees shall be fully, finally and forever released and discharged by the Releasors from the Released Claims. Releasors shall not, after Final Approval, seek to recover from any Releasee based, in whole or in part, upon any of the Released Claims.

47. In addition, Releasors hereby expressly waive and release, upon Final Approval of this Settlement Agreement, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, and all other similar provisions of law, to the extent such provision may be applicable to this release. California Civil Code § 1542 states:

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

The Releasors shall, by operation of the final judgment and Final Approval, be deemed to assume the risk that facts additional, different, or contrary to the facts which each believes or understands to exist, may now exist, or may be discovered after the release set forth in this Agreement becomes effective, and the Releasors shall be deemed to have agreed that any such additional, different, or contrary facts shall not limit, waive, or reduce the foregoing releases.

48. Upon Final Approval, Google shall be deemed to have fully released Releasors from any claims relating to the institution or prosecution of the Action.

G. Rescission or Termination

49. If the Court does not approve this Settlement Agreement or any material part hereof, or if it is set aside on appeal, then this Settlement Agreement will be deemed terminated. A modification or reversal on appeal of any award from the Settlement Fund granted by the Court to pay service awards or attorneys' fees, or to pay or reimburse expenses, shall not be deemed to

disapprove or modify all or a part of the terms of this Settlement Agreement and shall not be grounds for termination.

50. If the number of persons within the Class definition who request exclusion from the Class exceeds 5,000, then Google shall have the option to rescind this Settlement Agreement in its entirety (except as hereafter provided in this Section) by written notice to the District Court and to counsel for the Plaintiffs filed and served within ten business days of the date that the Class Administrator informs Google the total number of requests for exclusion that have been received.

51. If the Settlement Agreement is terminated or rescinded as provided for in this Section, then the balance of the Settlement Fund shall be returned to Google, but only after payment from the Settlement Fund of all expenses incurred with Court approval. No Court-approved expenses paid from the Settlement Fund shall be returned to Google.

52. If the Settlement Agreement is terminated or rescinded as provided for in this Section, then the Parties shall be restored to their respective positions in the Action as of the Execution Date. In that event, the Action shall proceed as if this Settlement Agreement had never been executed and this Settlement Agreement, and representations made in conjunction with this Settlement Agreement, may not be used in the Action or otherwise for any purpose. Google and Plaintiffs expressly reserve all rights if the Settlement Agreement does not become effective or if it is terminated or rescinded pursuant to this Section.

53. Other than via termination or rescission as described in this Section, in no event shall any portion of the Settlement Fund revert to Google.

H. Taxes

54. Co-Lead Counsel, through the Class Administrator, shall be solely responsible for filing all informational and other tax returns necessary to report any net taxable income earned by the Settlement Fund and shall be solely responsible for taking out of the Settlement Fund, as and

when legally required, any tax payments, including interest and penalties due on income earned by the Settlement Fund. All taxes (including any interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Settlement Fund. Google shall have no responsibility to make any tax filings relating to the Settlement Fund and shall have no responsibility to pay tax on any income earned by the Settlement Fund unless the Settlement Fund (or a portion thereof) is returned to Google pursuant to the terms of the Settlement Agreement. In the event any funds in the Settlement Fund, including interest or other income, are returned to Google, Google shall be responsible for the payment of all taxes (including any interest or penalties), if any, on said interest or other income.

I. Miscellaneous

55. Google represents that it has complied with paragraph 16 of Section I of the Assurance of Voluntary Compliance (as defined above) and with the prohibitive and affirmative conduct described in paragraphs 1-5 of Section II of the Assurance of Voluntary Compliance. An asserted violation of this provision may be reported to any of the Attorneys General identified in paragraph 4 above, but an asserted violation of this provision shall not be a basis for rescission of this Agreement.

56. This Settlement Agreement constitutes the entire agreement among Plaintiffs and Google pertaining to the Settlement of the Action against Google. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs and Google.

57. Neither this Settlement Agreement nor any negotiations or proceedings connected with it shall be deemed or construed to be an admission by any party or any Releasee of any wrongdoing or liability or evidence of any violation by Google of any federal or state statute or law either in the Action or in any related action or proceedings, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, except in a proceeding to interpret or

enforce this Settlement Agreement. This Settlement Agreement represents the settlement of disputed claims and does not constitute, nor shall it be construed as, an admission or disparagement of the correctness of any position asserted by any party, or an admission of liability or lack of liability or of any wrongdoing or lack of any wrongdoing by any party, or as an admission of any strengths or weaknesses of the Plaintiffs' claims or Google's defenses. Google specifically denies any wrongdoing or liability by any of the Releasees.

58. This Settlement Agreement may be executed in counterparts by Plaintiffs and Google, and a facsimile or scanned signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

59. Neither Plaintiffs nor Google shall be considered the drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, the common law, or rule of interpretation that would or might cause any provision of this Settlement Agreement to be construed against the drafter.

60. The provisions of this Settlement Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

61. The Court shall retain jurisdiction over the implementation and enforcement of this Settlement.

62. Any disputes between Plaintiffs and Google concerning this Settlement Agreement shall, if they cannot be resolved by the parties, be submitted to the United States District Court for Northern District of California.

63. This Settlement Agreement shall be governed and interpreted according to the laws of the State of California, without regard to its choice of law or conflict of law principles.

64. Until such time as all Parties execute this Agreement and Plaintiffs present it to the Court with a motion seeking preliminary approval of the Settlement, the Parties agree that all terms of this Agreement shall be confidential and neither Party will disclose the terms of this Agreement or any communications, documents or negotiations that led to it, except:

- (a) As reasonably necessitated by any law, statute, rule, regulation, order, discovery request, subpoena or other governmental requirement (including public reporting requirements), provided that, to the extent permitted by applicable law, the disclosing Party must first notify the other Party and give the other Party a reasonable opportunity to seek a protective order or other appropriate remedy prior to such disclosure, except that Google is not required to provide notice in the case of disclosure to a government regulator or government entity or pursuant to any other governmental requirement (including public reporting requirements);
- (b) To such Party's Affiliates, accountants, auditors, attorneys, financial advisors, insurers, indemnitors, and other professionals engaged by such Party, as reasonably required for their performance of services for such Party, provided such persons or entities (i) have a need to know such information to exercise their professional duties to the Party, (ii) are informed of the confidentiality of such information, and (iii) agree to maintain the confidentiality of such information;
- (c) As reasonably required for due diligence in connection with any transaction involving Google or a Google Affiliate;
- (d) A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;
- (e) With the prior written consent of the other Party;

- (f) Plaintiffs may disclose the terms of this Agreement to the extent necessary to identify Proposed Cy Pres Recipients, to retain a Settlement Administrator, to obtain advice on the Notice Plan, to obtain advice on the forms of class notice, to open the Escrow Account, and to take any other measures needed to prepare the Preliminary Approval Motion, provided that any such parties agree to maintain the confidentiality of such information;
- (g) Both Parties may disclose that “the dispute between the parties has been resolved”; and
- (h) Both Parties may disclose in the course of any legal proceeding to support any claim or defense, provided that, to the extent permitted by applicable law, the disclosing Party must first notify the other Party and give the other Party a reasonable opportunity to seek a protective order or other appropriate remedy prior to such disclosure.

This Paragraph 64 is not a bar to a claim, complaint, action, proceeding, or remedy for breach of this Agreement, but the Parties must take appropriate steps to preserve the confidentiality required by this Paragraph 64.

65. Each party acknowledges that it has been and is being fully advised by competent legal counsel of such party’s own choice and fully understands the terms and conditions of this Settlement Agreement, and the meaning and import thereof, and that such party’s execution of this Settlement Agreement is with the advice of such party’s counsel and of such party’s own free will. Each party represents and warrants that it has sufficient information regarding the transaction and the other parties to reach an informed decision and has, independently and without relying upon the other parties, and based on such information as it has deemed appropriate, made its own

decision to enter into this Settlement Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Settlement Agreement.

66. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

Date: 6/11/18



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Interim Co-Lead Class Counsel

decision to enter into this Settlement Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Settlement Agreement.

66. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

Date: _____

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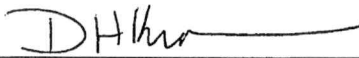
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