

## ZOOM PRIVACY CLASS ACTION

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

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

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

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

**This notice is directed to:**

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

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

but excluding Enterprise and Business Subscribers as of June 30, 2020 and End User Accounts associated with Enterprise and Business Subscribers as of June 30, 2020; and excluding any member of the judiciary presiding in this proceeding.

(the “**Class Members**”)

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

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

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

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

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

**Purpose of this Notice**

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

**Certification of the Class Action**

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

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

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

On **April 24, 2023**, the British Columbia Supreme Court certified the Class Action as a multi-jurisdictional class proceeding and authorized Gabriel Guese to act as representative plaintiff on behalf of the Class Members.

**The Settlement**

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

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

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

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

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

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

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

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

### **What are your options?**

#### **Stay in Class Action**

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

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

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

## **Opt Out of the Class Actions**

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

Any Class Member who does not wish to participate in the Settlement must opt out of the Class Action by sending a completed Opt-Out Form to **Zoom Settlement, Attn: Claims Administrator, P.O. Box 3355, London, ON, N6A 4K3** no later than 5:00 pm Pacific Standard Time on **June 8, 2023** (the “**Opt-Out Deadline**”). Those who opt-out will not be bound by the Settlement nor by the release in favour of Zoom contained therein. The Opt-Out Form is attached as Appendix ‘A’ to this Notice. No Class Members will be permitted to opt-out of the Class Proceeding after the Opt-Out Deadline.

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

## **What Happens Next?**

The Court has scheduled a hearing in this case for June 12, 2023 at 10:00am PT to consider whether to approve the Settlement and award lawyers’ fees and expenses, as well as to consider any objections (the “**Settlement Approval Hearing**”). You or your lawyer may attend and ask to appear at the hearing, but you are not required to do so.

If the Settlement Approval Hearing date changes, the revised date will be posted at [zoomclassaction.ca](https://zoomclassaction.ca).

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

## **Claims Administrator**

The court has appointed RicePoint Administration Inc. as the Claims Administrator.

Copies of the Settlement Agreement, Distribution Protocol, the claim form and the orders of the Courts may be found on the Claims Administrator’s website [zoomclassaction.ca](https://zoomclassaction.ca) at Class Counsel’s websites <https://colletteparsons.com/zoom-privacy-breach-class-action/> or by contacting Class Counsel via the contact information provided below.

## **Class Counsel**

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

Collette Parsons Corrin LLP  
Attn: Zoom Privacy Class Action

1750 – 700 West Georgia Street  
PO Box 10090  
Vancouver, BC V7Y 1B6

Tel: 604-662-7777  
Toll Free: 1-800-999-4991  
Fax: 604-669-4053

Email: [zoom@cpclegal.ca](mailto:zoom@cpclegal.ca)

**Interpretation**

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

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

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