



SETTLEMENT AGREEMENT

made on August 13, 2024

between

STUART THIEL, as Representative Plaintiff

(the “Plaintiff”)

and

META PLATFORMS INC. (formerly known as Facebook, Inc.)

(the “Defendant”)



SETTLEMENT AGREEMENT

PREAMBLE

WHEREAS a judgment of the Superior Court of Québec rendered on August 19, 2021 authorized the Plaintiff to institute a class action against the Defendant;

WHEREAS the Plaintiff alleges, *inter alia*, that the Defendant entered into data sharing agreements and engaged in data sharing practices in a manner that violated Quebec users' rights as protected by the *Charter of human rights and freedoms*, CQLR c C-12 ("*Charter*"), breached its contractual obligations toward class members, violated public order provisions of the *Consumer Protection Act*, CQLR c P-40.1 (the "*CPA*"), failed to meet its obligations under the *Civil Code of Quebec* and failed to respect the *Act respecting the protection of personal information in the private sector*, CQLR c P-39.1 (the "*PPIPS*");

WHEREAS the Defendant does not admit, by signing this Settlement Agreement or otherwise, the merits of the Class Action or the facts as alleged in the Originating Application, nor the existence of conduct giving rise to a cause of action in the form of a class action or otherwise;

WHEREAS the Parties agree that neither this Settlement Agreement nor any statements made during the negotiation of this Settlement Agreement shall be deemed or construed as an admission by or evidence against the Defendant, nor as evidence of any such admission, and shall not be deemed or construed as evidence of the truth of any of the allegations made by the Plaintiff against the Defendant in the Class Action, which allegations are expressly denied by the Defendant;

WHEREAS counsel for the Parties have negotiated with a view to settling the Class Action;

WHEREAS, to facilitate and prioritize settlement discussions, the Parties have not yet published a notice to Class Members regarding the authorization of the Class Action;

WHEREAS as a result of these negotiations, the Parties have entered into this Settlement Agreement, which includes all the terms and conditions of the settlement reached between the Parties, subject to its approval by the Court;

WHEREAS the Parties have reviewed and fully understand the terms of the Settlement Agreement and, based on their analysis of the facts and the law applicable to Plaintiff's claims, considering the burden and expense of prosecuting the Class Action, including the risks and uncertainties associated with a trial, and considering the value of the Settlement Agreement, Plaintiff and its counsel have determined that this Settlement Agreement is fair, reasonable and in the best interests of the Class Members;

WHEREAS the Plaintiff enters into this Settlement Agreement in order to finally resolve its dispute with the Defendant, in a manner that furthers the ultimate purposes of the Class Action and in the best interests of Class Members, in the spirit of proportionality and access to justice;

WHEREAS the Defendant enters into this Settlement Agreement in order to achieve a final resolution of and finally settle all claims advanced or which could have been advanced against them by the Plaintiff in the Class Action, as well as to avoid additional costs;



WHEREAS the Parties, without admitting any liability whatsoever, desire to, and hereby do, finally settle the Class Action between the Plaintiff, the Class Members and the Defendant;

NOW THEREFORE the parties agree that, in consideration of the covenants, agreements and releases set forth in this Settlement Agreement and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Class Action shall be finally settled with prejudice and without costs, subject to the approval of the Court and upon the terms and conditions set forth below:

Article 1 - Definitions

The following definitions apply to the entirety of this Settlement Agreement:

- a. **Academic Institutions** means the institutions described in Article 6 of this Settlement Agreement;
- b. **Class Action** means the action instituted by the Plaintiff before the Superior Court of Québec in the District of Montréal and bearing the file number 500-06-000961-181, including all its proceedings;
- c. **Class Members** means all persons in Quebec who had a Facebook account during the period from July 27, 2012 to the Signing Date, except those who opt out by the deadline to do so pursuant to the process described in Article 3 of this Settlement Agreement;
- d. **Court** means the Superior Court of Québec;
- e. **Effective Date** means the date on which the Final Judgment of the Court approving this Settlement Agreement is rendered;
- f. **Final Judgment** means the final judgment rendered by the Court approving this Settlement Agreement, once the time to appeal the final judgment has expired without any appeals being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement upon final disposition of all appeals;
- g. **Originating Application** means the proceeding filed by Plaintiff in the Class Action on November 19, 2021 and amended on May 2, 2023;
- h. **Parties** means the Plaintiff and the Defendant;
- i. **Plaintiff's Attorneys' Fees** means, without limitation, the fees of the Plaintiff's lawyers, disbursements (including expert fees and opinion fees), costs, interest and/or expenses, together with GST, QST and any other applicable taxes or charges thereon;
- j. **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, complaints or demands for payment, whether class, individual or otherwise in nature, including assigned whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers' fees (including, without limitation, all Plaintiff's Attorneys' Fees), known or unknown,



suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that the Plaintiff or Class Members ever had or have as of the date of the settlement agreement, relating to the conduct as alleged in the Class Action;

For greater certainty, the Released Claims include any sharing of the Class Members' personal information with, or access of that personal information by, any third-party entity, irrespective of the purpose or context of said information-sharing or access, as well as the collection, use, communication, disclosure, retention, and protection of the personal information of the Class Members by the Defendant and its affiliates (including, without limitation, any claims in respect of monitoring or enforcement of any third-party entity), in relation to the conduct as alleged in the Class Action;

For greater certainty, the Released Claims include claims for all heads of damages or liabilities, including, without limitation, punitive damages, compensatory damages, legal fees and costs, and administration fees;

- k. **Releasees** means the Defendant and all of the Defendant's current and former employees, directors, officers, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, divisions, branches, units, shareholders, investors, successors, predecessors, and assigns, and all other individuals and entities acting on the Defendant's behalf;
- l. **Releasors** means the Plaintiff and the Class Members, and their respective predecessors, successors, assigns, heirs, estates, representatives, administrators, trustees, executors, liquidators and insurers, past, present and future;
- m. **Settlement Agreement** means this Agreement, including the Preamble and Schedules;
- n. **Settlement Amount** means the sum of \$9 000 000 CAD;
- o. **Signing Date** means the date on which the parties have signed this Settlement Agreement as it appears from its cover page;
- p. **Trust Account** means an interest-bearing trust account held at a Canadian financial institution in the province of Québec, under the control of the law firm Trudel Johnston & Lespérance LLP;

Article 2 - Approval of the Settlement Agreement

- a. The Parties shall use their best efforts to secure the prompt, complete and final approval of this Settlement Agreement by the Court;
- b. At a time mutually agreed by the Parties after the execution of this Settlement Agreement, the Plaintiff shall bring a motion before the Court seeking approval of the Notice to be published to Class Members informing them of both the authorization of the Class Action and of this Settlement Agreement;



- c. Upon the execution of this Settlement Agreement, the Plaintiff shall also bring a motion before the Court seeking approval of this Settlement Agreement, to be heard following the expiry of the deadline to opt-out, as described in Article 3 of this Settlement Agreement;
- d. The Plaintiff will propose a Final Judgment approving this Settlement Agreement that is substantially in the form set out in **Schedule A** to this Settlement Agreement;
- e. This Settlement Agreement shall become final and binding on the Effective Date;

Article 3 – Notices to Class Members

- a. A single notice shall be prepared in the form agreed to by the parties and approved by the Court, and shall be communicated to Class Members in the manner agreed to by the parties and approved by the Court;
- b. The notice shall inform Class Members of both the authorization of the Class Action and of this Settlement Agreement;
- c. The text of the Notice, in English and French, is set out in **Schedule B** to this Settlement Agreement;
- d. The manner in which the Notice shall be communicated to Class Members is set out in **Schedule C** to this Settlement Agreement;
- e. As determined in the judgment authorizing the Class Action, the deadline to opt out is 60 days from the date of the publication of the Notice, following its approval and the approval of the dissemination plan by the Court;
- f. The notice will be disseminated only by email (or by text message when no email address is available) by a claims administrator agreed upon by the parties using the list of email addresses and phone numbers already constituted for the purpose of the authorization judgment;
- g. All costs of the notice, including, without limitation, all of the claims administrator's fees and expenses, and any other costs to issue and disseminate the notice, will be paid by the Plaintiff's counsel from the Settlement Amount.

Article 4 – Confidentiality Prior to Filing of Motions

- a. Until the first of the motions provided for in Article 2 has been filed, the parties shall keep the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of counsel for the other party, except as required for the purposes of financial reporting or for the purpose of the preparation of financial records (including tax returns and financial statements) or for any other purpose required by law;
- b. Notwithstanding the preceding clause, the Plaintiff is entitled to disclose, on a confidential basis, the existence and general terms of the Settlement Agreement, and in particular the



content of **Schedule D**, to the Academic Institutions named in Article 6 for the purpose of facilitating the settlement;

Article 5 – Benefits of the Settlement Agreement

- a. No later than thirty (30) days following the date of the Final Judgment, the Defendant shall pay the Settlement Amount by wire transfer into the Trust Account of the Plaintiff's lawyers, who shall hold it in trust subject to the terms and conditions of this Agreement;
- b. Plaintiff's counsel will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.
- c. Plaintiff's counsel will receive the Settlement Amount in trust in full satisfaction of all payment obligations under this Settlement Agreement and in full satisfaction and full, final and conclusive settlement of the Released Claims against the Releasees;
- d. The Defendant shall have no obligation to pay any amount whatsoever in excess of the Settlement Amount pursuant to this Settlement Agreement or in relation to the Class Action;
- e. Plaintiff's lawyers shall be solely responsible for maintaining, administering and making payments from the Settlement Amount in the Trust Account;
- f. As of the Effective Date, the Defendant is released from any and all financial obligations and liability whatsoever with respect to the investment, distribution or administration of the monies in the Trust Account, including, without limitation, administration costs and Plaintiff's Attorneys' Fees;
- g. All taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. All taxes (including interest and penalties) due with respect to the income earned on the Settlement Amount shall be paid from the Trust Account;
- h. The Defendant shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Trust Account;

Article 6 – Plaintiff's Proposed Distribution of the Settlement Amount and Accrued Interest

- a. The Settlement Amount will be subject to the rules of collective recovery pursuant to article 595 the Québec *Code of Civil Procedure*;
- b. The Plaintiff will propose to the Court that the Settlement Amount and any accrued interest, after deduction of the Plaintiff's Attorneys' Fees and any amount owed to the Fonds d'aide aux actions collectives (in the event that any amount is owed) will be paid in equal shares to the following Academic Institutions:



- i. Université du Québec à Montréal (UQAM)
 - ii. Concordia University
 - iii. Université Laval
- c. The Plaintiff will propose to the Court that these funds will take the form of an endowment to each respective Academic Institution with the objectives and terms of reference proposed by the Plaintiff in **Schedule C**;
 - d. The Court seized of the motion to approve the Settlement Agreement may, in its discretion, designate a different Academic Institution or an additional Academic Institution to receive a share of the Settlement Amount, provided the Academic Institution is able to comply with the conditions set out above;
 - e. The designation of the Settlement Amount for these purposes will be considered to constitute a reparation appropriate to the circumstances under article 595 the Québec *Code of Civil Procedure (mesure réparatrice)*;

Article 7 – Termination of the Settlement Agreement

- a. If the following circumstances occur, either party has the right to terminate this Settlement Agreement and, if either party exercises its right of termination, the Settlement Agreement becomes null and void, ceases to have effect and to bind the parties and may not be used as evidence or otherwise in any litigation:
 - i. The Defendant determines, in the Defendant's sole and unfettered discretion, that the number of individuals who opt-out of the Class Action during the notice period described in Article 3 is sufficient to justify terminating the Settlement Agreement;
 - ii. The Court refuses to approve this Settlement Agreement or any material part thereof;
 - iii. The Court issues a Settlement Approval Order that is materially inconsistent with the terms of this Settlement Agreement or approves this Settlement Agreement in a materially amended form, except where the amendments made by the Court have already been contemplated by this Settlement Agreement in Article 6;
 - iv. The Settlement Amount is not paid to Plaintiff's counsel in accordance with Article 5.
- b. An order made or decision rendered by the Court with respect to the Plaintiff's Attorneys' Fees shall not be deemed a material modification of all or any part of this Settlement Agreement, and shall not constitute grounds for termination of this Settlement Agreement;
- c. If this Settlement Agreement is terminated, no procedural or substantive action taken after the date of this Settlement Agreement shall prejudice any position that Plaintiff or



Defendant may subsequently take with respect to any procedural or substantive matter in the Class Action;

Article 8 – Releases and Discharges

- a. On the Effective Date, in consideration of the payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors shall forever and absolutely release and discharge the Releasees from the Released Claims and shall not make any claim or take or continue any proceedings arising out of the subject matter of the Released Claims against the Releasees or any other person, corporation or entity which might claim from the Releasees damages or contribution and indemnity or other relief under the provisions of the *Civil Code of Quebec*, the common law, or any other law or statute;
- b. Notwithstanding that the Releasors may discover facts in addition to, or different from, those facts which they know or believe to be true, this release of the Releasees shall nevertheless continue to apply to release all Released Claims against the Releasors;
- c. Each Class Member who has not opted out will be forever barred and enjoined from continuing, commencing, instituting or prosecuting any action or other proceeding asserting against any of the Defendant or Releasees any claims that constitute any Released Claims;
- d. Upon the Effective Date, each Class Member who has not opted out of the Proceeding shall be deemed to irrevocably consent to the settlement of the Class Action, without costs and with prejudice;
- e. The releases and covenants contemplated in this section shall be considered a material term of this Settlement Agreement and the failure of the Court to approve the releases and covenants contemplated herein shall give rise to a right of termination pursuant to Article 7 of this Settlement Agreement.

Article 9 – Effect of the Settlement Agreement

- a. The Parties expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. Further, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings relating thereto, and all actions taken in furtherance thereof:
 - i. shall not be deemed, construed or interpreted to be an admission by or evidence against the Defendant or evidence of the truth of any of the Plaintiff's allegations against the Defendant, which are expressly denied by the Defendant;
 - ii. shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any fault, omission, wrongdoing or liability by the Defendant, or of the truth of any of the claims or allegations contained in the Class



Action or Originating Application against the Defendant and cannot be used for any purpose whatsoever in any subsequent proceeding related to the matters in issue;

- iii. shall not be referred to, offered as evidence or received in evidence in any present, pending or future action or proceeding, except by the parties in a proceeding to approve or enforce this Settlement Agreement, by a Releasee to defend against the assertion of a Released Claim, by a Releasee in any insurance-related proceeding, or as otherwise required by law or as provided in this Settlement Agreement;

Article 10 – Fees and Administrative Expenses

- a. Plaintiff's counsel may request the Court to approve their fees and other costs at the time of the motion for approval of this Settlement Agreement or at any other time, at their sole discretion;
- b. Plaintiff's Attorneys' Fees and other costs may only be paid from the Trust Account after the Effective Date;
- c. The Defendant shall have no responsibility for any fees, disbursements or taxes relating to lawyers, experts, consultants, agents or representatives retained by the Plaintiff's lawyers;

Article 11 – Closing Judgment

- a. Within a maximum of 6 months following the Effective Date, the Plaintiff shall bring a motion before the Court seeking the issuance of a closing judgment;
- b. Plaintiff's motion materials shall include a summary of how the Settlement Fund would have been distributed to, and used by, the Academic Institutions;

Article 12 – Interpretation and Language

- a. This Settlement Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, undertakings, negotiations, representations, promises, covenants, agreements in principle and memoranda of understanding relating hereto;
- b. None of the parties is bound by any obligation, condition or prior representation relating to the subject matter of this Settlement Agreement, unless such obligation, condition or representation is expressly incorporated herein;
- c. The parties may apply to the judge of the Court seized of the present Class Action for directions with respect to the interpretation, implementation and administration of this Settlement Agreement;
- d. The division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the meaning or interpretation of any of its provisions;



- e. The parties have agreed that the present Settlement Agreement be drafted in English;
- f. The parties undertake to prepare and agree upon a French translation of this Settlement Agreement for the benefit of Class Members within ten (10) days of the Signing Date;
- g. In the event of a discrepancy between the present Settlement Agreement and the French translation, the English version prevails;
- h. The Settlement Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them solely by reason of authorship;
- i. This Settlement Agreement may be executed in counterparts, which collectively shall be deemed to constitute one and the same agreement, and an electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement;

Article 13 – Governing Law

- a. This Settlement Agreement shall be governed by the laws of Québec;

Article 14 – Amendments

- a. This Settlement Agreement may be amended only in writing and with the consent of all parties hereto;
- b. Any amendment must be approved by the Court;

Article 15 – Negotiated Settlement

- a. This Settlement Agreement has been negotiated and discussed by the undersigned, each of whom has been represented and advised by counsel. The parties further agree that the terms and conditions which may or may not appear in earlier drafts of this Settlement Agreement, or in any agreement in principle, shall not affect the proper interpretation of this Settlement Agreement;
- b. This Settlement Agreement is a transaction pursuant to articles 2631 et seq. of the *Civil Code of Québec*, and the parties and Class Members hereby waive the right to raise errors of fact, law and/or calculation;

Article 16 – Acknowledgment

- a. Each party hereby affirms and acknowledges the following:
 - i. It or its representative who has the authority to bind it with respect to the matters set forth herein has read and understood the Settlement Agreement;
 - ii. Its lawyers have fully explained the terms of this Settlement Agreement and its effect;



- iii. It or its representative fully understands each term of the Settlement Agreement and its effect;
 - iv. No party has based its decision to execute this Settlement Agreement on any representation or inducement (whether material, false, negligently made or otherwise) made by any other party.
- b. This Settlement Agreement shall be binding upon, and enure to the benefit of, the Releasors, the Releasees, and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff shall be binding upon all Releasors.
- c. Each Signatory represents that it is duly authorized to accept the terms of this Settlement Agreement and to execute it.

Article 17 – Signature Date

- a. The parties have signed this Settlement Agreement on the date appearing on the cover page.

For the Plaintiff, Stuart Thiel

Authorized signatory:

Handwritten signature of Stuart Thiel in black ink.

Stuart Thiel

For the Defendant, Meta Platforms Inc.

Authorized signatory:

Handwritten signature of Brady Freeman in blue ink.

Brady Freeman (Aug 14, 2024 15:18 PDT)

Name: Brady Freeman

Title: Associate General Counsel, Litigation

SCHEDULES

SCHEDULE A

The parties agree that the final order sought from the Court in relation to the Settlement Agreement will be as follows, and that this text shall be included as the conclusions sought in an *Application to Approve the Settlement Agreement and the Professional Fees of Class Counsel* to be filed with the Court no later than **Date**;

GRANTS the Application to Approve the Settlement Agreement and the Professional Fees of Class Counsel;

DECLARES that the Settlement Agreement is fair, reasonable and in the best interests of the Class Members;

DECLARES that the Settlement Agreement constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Québec* and is binding upon the Plaintiff, the defendant Meta Platforms Inc. and all class members covered by the Settlement Agreement who have not opted out pursuant to the authorization judgment;

APPROVES and **HOMOLOGATES** the Settlement Agreement pursuant to Article 590 of the *Code of Civil Procedure* and **ORDER** the parties to comply with it;

APPROVES the Class Counsel fees in the amount of \$2,250,000, plus applicable taxes;

APPROVES the reimbursement of Class Counsel's disbursements in the amount of **\$ X [to be determined upon finalization of the motion]**;

PRAYS ACT of the undertaking of Class Counsel to reimburse the *Fonds d'aide aux actions collectives* in full for the financial assistance received in the amount of **\$ X [to be determined upon finalization of the motion]** in this file, upon receipt by the Class Counsel of the payment of their fees;

ORDERS that for purposes of administration and enforcement of the Transaction and of this judgment, this Court will retain an ongoing supervisory role and that the parties acknowledge the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Transaction and this judgment, subject to the terms and conditions set out in the Settlement Agreement;

THE WHOLE, without costs.

SCHEDULE B

A. English Text of Long Form Notice

CLASS ACTION REGARDING FACEBOOK USERS' PRIVACY RIGHTS

This notice is approved by the Superior Court of Quebec to inform you of the authorization and settlement of the class action against Facebook (Meta Platforms Inc.) regarding alleged violations of its users' privacy rights.

The approval of the Settlement Agreement will be heard on **XX**, 2025 at the Superior Court of Montreal, located at 1, rue Notre-Dame Est, Montreal, province of Quebec, H2Y 1B6, in room **XX**.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

THE AUTHORIZATION

On August 19, 2021, the Superior Court of Quebec granted the Plaintiffs, Stuart Thiel and Brianna Thicke, authorization to represent "All persons in Quebec who had a Facebook account during the period from July 27, 2012 to present" in a class action against Facebook, Inc. (now Meta Platforms, Inc.). The Plaintiffs alleged that the defendant had violated its users' privacy rights by providing access to their personal and private information to third parties without those users' knowledge and/or consent.

The full text of the authorization judgment [is available here](#). The common questions authorized by the Court and the conclusions sought by the class action are included in that judgment and attached to this notice in its Appendix. Shortly after the judgment of authorization, Mrs. Brianna Thicke withdrew from her representative position.

HOW TO KNOW IF YOU ARE A CLASS MEMBER

You are automatically a member of the class if you had a Facebook account on or after July 27, 2012.

WHAT TO DO IF YOU ARE A MEMBER OF THE CLASS

If you belong to the class described above and do nothing, you are a class member and will be bound by the Settlement Agreement described hereafter and by any other judgment rendered in this class action.

If you do not wish to be a class member, you have until **XX (60th day following the last day of publication of this notice)** to opt out by filling out the opt-out form available on the website of Trudel Johnston & Lespérance (www.tjl.quebec) and sending it to the clerk's office of the Superior Court of Quebec:

Greffe de la Cour supérieure du Québec
 1, rue Notre-Dame Est
 Montréal (Québec) H2Y 1B6

You must also send a copy of this form by e-mail or by post to Class Counsel:

Trudel Johnston & Lespérance
 750, Côte de la Place d'Armes, bureau 90
 Montréal (Québec) H2Y 2X8
 Télécopieur : 514-871-8800
info@tjl.quebec

YOU CAN SEEK PERMISSION TO INTERVENE

A class member may apply to the Court to intervene in the class action. The Court may authorize such intervention if it deems it useful to the members.

PRESENTATION OF THE SETTLEMENT AGREEMENT

Following the authorization of the class action, Stuart Thiel, the Plaintiff negotiated and reached an agreement to settle the class action in the best interests of class members. The Plaintiff will ask the Court to approve that agreement on **DATE in ROOM** of the Superior Court of Quebec in Montreal.

DETAILS OF THE SETTLEMENT AGREEMENT

Meta Platforms, Inc. has agreed to settle the class action for \$9,000,000 CAD. The settlement is a compromise of disputed claims and is not an admission of liability by the defendant. Facebook denies any wrongdoing, and the settlement is not an admission of any of the allegations or the merits of any claim in the class action.

Given the nature of the class action and the fact that no compensatory damages were sought, no indemnity will be paid to class members. Instead, this sum, minus certain fees and disbursements, will be dedicated to financing research and teaching activities that promote and protect privacy rights in Quebec in publicly funded universities. These funds will be managed entirely independently and with no influence from either party.

After deduction of the plaintiff's legal fees, administration fees, and any amount owed to the Fonds d'aide aux actions collectives, the settlement amount will be paid in equal shares to the following academic institutions:

- Université du Québec à Montréal;
- Concordia University;
- Université Laval.

The Court may designate a different or additional academic institution to receive a share.

The full text of the Settlement Agreement is available here.

CLASS COUNSEL FEES

Class Counsel will seek the Court's approval of a fee representing 25% of the global settlement amount paid by Meta Platforms, Inc., which represents \$2,250,000 CAD, plus disbursements and applicable taxes, pursuant to the agreement between class counsel and the Representative. The Court is responsible for independently approving class counsel's fees and ensuring that they are fair and reasonable.

COURT APPROVAL OF THE SETTLEMENT AGREEMENT

To be valid and final, the Settlement Agreement must be approved by the Court. Class counsel will file a formal Application for the Approval of the Settlement Agreement by **Date**. That application which will be heard at the Superior Court of Montreal, located at 1, rue Notre-Dame Est, Montreal, province of Quebec, H2Y 1B6, in room **XX on DATE**.

It is not mandatory for class members to attend this hearing.

It is possible to attend the hearing virtually via the following link: **LINK**. The Court may change the date and time of the hearing. In that case, an update will be posted on the website of Trudel Johnston & Lespérance (www.tjl.quebec).

OBJECTIONS OR COMMENTS ON THE SETTLEMENT AGREEMENT

Class members have the right to object to and comment on the Settlement Agreement.

Subject to the above-mentioned right to opt-out, a class member will remain a class member whether or not he or she objects to or comments on the Settlement Agreement.

If you wish to object to or comment on the Settlement Agreement, you must send your objection or comment in writing no later than **DATE** to Trudel Johnston & Lespérance:

- by email at: info@tjl.quebec,
- or by fax to 514-871-8800.

This document must include:

- your name, address, e-mail address, and telephone number;
- a brief statement of the reasons for your objection or comments; and
- whether you intend to attend the hearing in person or through a lawyer (in the latter case, you must provide the lawyer's name, address, e-mail address, and telephone number).

Trudel Johnston & Lespérance will send Meta Platforms, Inc. and the Court a copy of all objections and comments received from class members.

Regardless of whether they object or comment, class members need not attend or appear at the hearing for approval of the Agreement.

Plaintiff's lawyers at Trudel Johnston & Lespérance remain available to answer any questions you may have.

APPENDIX A

Questions Authorized by the Court

1. Did the Defendant enter into a contract with the class members in respect of the collection, use, retention and/or disclosure of their account information?
2. Did the contract between the Defendant and the class members contain express or implied terms that Facebook would utilize appropriate safeguards to protect the class members' account information from unauthorized access and distribution?
3. Did the Defendant breach the contract? If so how?
4. Is the Defendant liable to the class for breaches of the *Consumer Protection Act*?
5. Did the Defendant breach articles 3, 35, 36, and/or 37 of the *Civil Code of Quebec*?
6. Did the Defendant breach its statutory obligations under the *Act Respecting the Protection of Personal Information in the Private Sector*?
7. Did the Defendant breach article 5 of the *Charter of Human Rights and Freedoms*?
8. Did the Defendant breach article 9 of the *Charter of Human Rights and Freedoms*?
9. Are class members entitled to punitive damages per article 49 of the *Charter of Human Rights and Freedoms*?
10. Is the Defendant liable for punitive damages under the *Consumer Protection Act*?
11. What is the amount of the aggregate punitive damages to be awarded to the class?

Conclusions Sought by the Class Action

GRANT the plaintiff's action against the defendant;

DECLARE that the Defendant:

- Breached its contractual obligations toward class members;
- Violated its statutory obligations under the *Civil Code of Quebec* and the *Act Respecting the Protection of Personal Information in the Private Sector*;

- Breached its statutory obligations under the *Consumer Protection Act*;
- Intentionally and unlawfully violated class members' rights to privacy and to the non-disclosure of their confidential information under the *Charter of Human Rights and Freedoms*;

CONDEMN the Defendant to pay the class members punitive damages pursuant to article 49 of the *Charter of Human Rights and Freedoms* and article 272 of the *Consumer Protection Act* in an amount to be determined by the Court based on the evidence at trial;

ORDER collective recovery in accordance with articles 595 to 598 of the *Civil Code of Procedure*;

THE WHOLE with interest from the date of judgment and with full costs and expenses, including expert fees, notice fees and fees relating to administering the plan of distribution of the recovery in this action.

B. English Text of Short Form Notice

Important notice of Quebec class action authorization and settlement (Thiel v. Meta Platforms):
[link]

C. French Text of Long Form Notice

ACTION COLLECTIVE CONCERNANT LE DROIT À LA VIE PRIVÉE DES UTILISATEURS DE FACEBOOK

Cet avis a été approuvé par la Cour supérieure du Québec pour vous informer de l'autorisation et du règlement d'une action collective contre Facebook (Meta Platforms Inc.) concernant des violations alléguées du droit à la vie privée de ses utilisateurs.

L'approbation de l'entente de règlement sera entendue le XX 2025 à la Cour supérieure de Montréal, située au 1, rue Notre-Dame Est, Montréal, province de Québec, H2Y 1B6, dans la salle XX.

*VEUILLEZ LIRE ATTENTIVEMENT LE PRÉSENT AVIS CAR IL PEUT AVOIR UNE
INCIDENCE SUR VOS DROITS*

L'AUTORISATION

Le 19 août 2021, la Cour supérieure du Québec a accordé aux demandeurs, Stuart Thiel et Brianna Thicke, l'autorisation de représenter « toutes les personnes au Québec qui ont eu un compte Facebook au cours de la période du 27 juillet 2012 jusqu'à présent » dans le cadre d'une action collective contre Facebook, Inc. (maintenant Meta Platforms, Inc.). Les demandeurs allèguent que la défenderesse a violé le droit à la vie privée de ses utilisateurs en donnant accès à leurs renseignements personnels et privés à des tiers à l'insu et/ou sans le consentement de ces utilisateurs.

Le texte intégral du jugement d'autorisation [peut être lu ici](#). Les questions communes autorisées par la Cour et les conclusions recherchées par l'action collective sont incluses dans ce jugement et jointes au présent avis comme annexe. Peu après le jugement d'autorisation, Mme Brianna Thicke s'est retirée de son rôle de représentante.

COMMENT SAVOIR SI VOUS ÊTES UN MEMBRE DU GROUPE

Vous êtes automatiquement membre du groupe si vous avez eu un compte Facebook depuis le 27 juillet 2012.

CE QU'IL FAUT FAIRE SI VOUS ÊTES MEMBRE DU GROUPE

Si vous êtes membre du groupe décrit ci-dessus et que vous ne faites rien, vous serez lié par l'entente de règlement décrite ci-après et par tout autre jugement rendu dans le cadre de cette action collective.

Si vous ne souhaitez pas être membre du groupe, vous avez jusqu'au XX (60^{ème} jour suivant la dernière publication de cet avis) pour vous exclure en remplissant le formulaire d'exclusion disponible sur le site web de Trudel Johnston & Lespérance (www.tjl.quebec) et en l'envoyant au greffe de la Cour supérieure du Québec :

Greffe de la Cour supérieure du Québec
 1, rue Notre-Dame Est
 Montréal (Québec) H2Y 1B6

Vous devez également envoyer une copie de ce formulaire par courriel ou par la poste aux avocats du groupe:

Trudel Johnston & Lespérance
 750, Côte de la Place d'Armes, bureau 90
 Montréal (Québec) H2Y 2X8
 Télécopieur : 514-871-8800
info@tjl.quebec

VOUS POUVEZ DEMANDER L'AUTORISATION D'INTERVENIR

Un membre du groupe peut demander au tribunal d'intervenir dans l'action collective. Le tribunal peut autoriser cette intervention s'il l'estime utile aux membres.

PRÉSENTATION DE L'ENTENTE DE RÈGLEMENT

Suite à l'autorisation de l'action collective, Stuart Thiel, le demandeur, et la défenderesse ont négocié et conclu une entente pour régler le recours dans le meilleur intérêt des membres du groupe. Ils demanderont à la Cour d'approuver cette entente le **DATE dans SALLE** de la Cour supérieure du Québec à Montréal.

RÉSUMÉ DE L'ENTENTE DE RÈGLEMENT

Bien que Meta Platforms, Inc. n'admette aucune responsabilité, elle a accepté de régler l'action collective pour un montant de 9 000 000 \$ CAD.

Compte tenu de la nature du recours et du fait que des dommages compensatoires n'ont pas été réclamés, aucune indemnité ne sera versée aux membres du groupe. Cette somme sera plutôt consacrée au financement d'activités de recherche et d'enseignement visant à promouvoir et à protéger le droit à la vie privée au Québec dans les universités publiques. Ces fonds seront gérés en toute indépendance et sans aucune influence de l'une ou l'autre des parties.

Après déduction des frais de justice, des frais administratifs et de tout montant dû au Fonds d'aide aux actions collectives, le montant du règlement sera versé en parts égales aux institutions académiques suivantes :

- Université du Québec à Montréal ;
- Université Concordia ;
- Université Laval.

La Cour peut désigner une autre institution académique ou une institution académique supplémentaire pour recevoir une portion du règlement.

Le texte intégral de l'entente de règlement est disponible [ici](#)
HONORAIRES DES AVOCATS DU GROUPE

Les avocats du groupe demanderont au tribunal d'approuver des honoraires représentant 25 % du montant global du règlement payé par Meta Platforms, Inc. soit 2 250 000 dollars canadiens, plus les débours et les taxes applicables, conformément à l'entente entre les avocats du groupe et le représentant. La Cour décidera de l'approbation des honoraires des avocats du groupe et s'assurera qu'ils sont justes et raisonnables.

APPROBATION DE L'ENTENTE DE RÈGLEMENT PAR LA COUR

Pour être valide et définitive, l'entente de règlement doit être approuvée par la Cour. Les avocats du groupe déposeront une demande formelle d'approbation de l'entente de règlement d'ici le **date**. Cette demande sera entendue à la Cour supérieure de Montréal, située au 1, rue Notre-Dame Est, Montréal, province de Québec, H2Y 1B6, dans la salle **XX, le DATE**.

La présence des membres du groupe à cette audience n'est pas obligatoire.

Il est possible d'assister virtuellement à l'audience via le lien suivant : **LIEN**. La Cour peut modifier la date et l'heure de l'audience. Dans ce cas, une mise à jour sera publiée sur le site web de Trudel Johnston & Lespérance (www.tjl.quebec).

OBJECTIONS OU COMMENTAIRES SUR L'ENTENTE DE REGLEMENT

Les membres du groupe ont le droit de s'objecter à l'entente de règlement et de la commenter.

Sous réserve du droit d'exclusion susmentionné, un membre du groupe restera membre du groupe, qu'il s'oppose ou non à l'entente de règlement ou qu'il fasse des commentaires à ce sujet.

Si vous souhaitez vous objecter à l'entente de règlement ou formuler des commentaires à son sujet, vous devez envoyer votre objection ou vos commentaires par écrit à Trudel Johnston & Lespérance au plus tard le **DATE** :

- par courriel à l'adresse suivante : info@tjl.quebec,
- ou par fax au 514-871-8800.

Ce document doit comprendre:

- votre nom, votre adresse, votre adresse électronique et votre numéro de téléphone ;
- un bref exposé des motifs de votre objection ou de vos commentaires ; et
- si vous avez l'intention d'assister à l'audience en personne ou par l'intermédiaire d'un avocat (dans ce dernier cas, vous devez indiquer le nom, l'adresse, l'adresse électronique et le numéro de téléphone de l'avocat).

Trudel Johnston & Lespérance enverra à Meta Platforms, Inc. et à la Cour une copie de toutes les objections et de tous les commentaires reçus des membres du groupe.

Qu'ils s'y opposent ou qu'ils fassent des commentaires, les membres du groupe ne sont pas tenus d'assister ou de comparaître à l'audience d'approbation.

Les avocats de Trudel Johnston & Lespérance restent à votre disposition pour répondre à vos questions.

ANNEXE A

Questions autorisées par la Cour (traduction non-officielle)

1. Le défendeur a-t-il conclu un contrat avec les membres du groupe en ce qui concerne la collecte, l'utilisation, la conservation et/ou la divulgation des informations relatives à leur compte ?
2. Le contrat entre le défendeur et les membres du groupe contenait-il des clauses expresses ou implicites selon lesquelles Facebook utiliserait des mesures de protection appropriées pour protéger les informations du compte des membres du groupe contre un accès et une distribution non autorisés ?
3. Le défendeur a-t-il violé le contrat ? Dans l'affirmative, de quelle manière ?
4. Le défendeur est-il responsable envers le groupe pour des violations de la *Loi sur la protection du consommateur* ?
5. La défenderesse a-t-elle violé les articles 3, 35, 36 et/ou 37 du *Code civil du Québec* ?
6. La défenderesse a-t-elle manqué à ses obligations en vertu de la *Loi sur la protection des renseignements personnels dans le secteur privé* ?
7. La partie défenderesse a-t-elle violé l'article 5 de la *Charte des droits et libertés de la personne* ?
8. La partie défenderesse a-t-elle violé l'article 9 de la *Charte des droits et libertés de la personne* ?
9. Les membres du groupe ont-ils droit à des dommages-intérêts punitifs en vertu de l'article 49 de la *Charte des droits et libertés de la personne* ?
10. Le défendeur est-il responsable pour de dommages-intérêts punitifs en vertu de la *Loi sur la protection du consommateur* ?
11. Quel est le montant global des dommages-intérêts punitifs à accorder ?

Conclusions recherchées par l'action collective (traduction non-officielle)

ACCUEILLIR le recours du demandeur contre la partie défenderesse ;

DÉCLARER que la partie défenderesse :

- A violé ses obligations contractuelles à l'égard des membres du groupe ;
- A violé ses obligations juridiques en vertu du *Code civil du Québec* et de la *Loi sur la protection des renseignements personnels dans le secteur privé* ;
- A manqué à ses obligations juridiques en vertu de la *Loi sur la protection du consommateur* ;
- A commis une violation intentionnelle et illicite des droits des membres du groupe à la vie privée et à la non-divulgence de leurs informations confidentielles en vertu de la *Charte des droits et libertés de la personne* ;

CONDAMNER la défenderesse à verser aux membres du groupe des dommages punitifs en vertu de l'article 49 de la *Charte des droits et libertés de la personne* et de l'article 272 de la *Loi sur la protection du consommateur*, pour un montant qui sera déterminé par le tribunal en fonction de la preuve présentée au procès ;

ORDONNER le recouvrement collectif conformément aux articles 595 à 598 du *Code de procédure civile*;

LE TOUT avec les intérêts à compter de la date du jugement et avec tous les frais et dépens, y compris les frais d'expertise, les frais de notification et les frais relatifs à l'administration du plan de distribution dans le cadre de la présente action collective.

D. French Text of Short Form Notice

Avis important concernant l'autorisation et règlement d'une action collective au Québec (Thiel c. Meta Platforms) : [lien]

SCHEDULE C**PLAN FOR DISSEMINATION OF NOTICES TO CLASS MEMBERS (579 C.P.C.)**

The parties agree to propose the following plan for the publication of notices to class members to the Court.

1. Services Proactio Inc. (“the Administrator”) will act as administrator of the campaign to notify class members of the authorization of the class action and the settlement of the class action.
2. The Defendant will prepare, to the best of the information in its possession, a complete list of all individuals who meet the class definition as authorized by the Court, as well as their most recent email addresses and/or telephone numbers, as available.
3. The Defendant will, upon authorization and direction of the Court, transmit that list to the Administrator for the sole purpose of carrying out the present notice campaign.
4. Following authorization of the Court, the Administrator will send, without delay, a copy of the notices (as defined in Schedule B of the present Settlement Agreement) to all individuals on the list provided by the Defendant, in French and in English, by means of email or SMS text message.
5. Individuals who receive an email will receive the long form notice.
6. Individual who receive an SMS text message will receive the short form notice, with a link to the long form notice.
7. It will be possible for the Administrator to provide statistics to the Court regarding the number of class members who received the notice and the number of people who clicked on the links contained therein.
8. Counsel for the plaintiff will also post the long form notice to members:
 - a. On the website of Trudel Johnston & Lespérance (www.tjl.quebec);
 - b. In the Registre des actions collectives.
9. Costs of the notice campaign are to be governed by the Settlement Agreement approved by the parties.

SCHEDULE D**TERMS OF REFERENCE**

1. The share of the Settlement Amount received by each Academic Institution will take the form of an independent Fund made to each Institution separately from the Trust Account of Plaintiff's lawyers;
2. The Funds created by the Settlement Agreement will have the objective of promoting and protecting privacy rights in Quebec and/or for people in Quebec, thus furthering the interests of all Class Members;
3. The Funds shall be used to fund teaching and research activities of the Academic Institutions related to this purpose, defined broadly to include the funding of activities related to teaching, research, artistic endeavor, public interest technical research, legal information and law reform initiatives, scholarships, grants, awards and bursaries;
4. The Academic Institutions shall be fully responsible for administering, managing and distributing the funds their Fund according to their internal rules, policies, and all applicable laws;
5. The Academic Institutions will be responsible for establishing an internal framework to ensure that the Fund is managed responsibly, transparently, faithfully, and in conformity with these Terms of Reference;
6. The Funds cannot be invested except in a recognized Socially Responsible Investment (SRI) fund or portfolio;
7. The Funds cannot be used for the purpose of funding private, for-profit, or commercial activities of any kind, whether directly or indirectly;
8. The Academic Institutions will be responsible for producing a public report detailing the use, management and outcomes of the Funds, to be published on their respective websites and transmitted to the Parties annually.