



No. S-203879

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GABRIEL GUESE

PLAINTIFF

AND:

ZOOM VIDEO COMMUNICATIONS, INC.

DEFENDANT

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

**ORDER MADE AFTER APPLICATION
CONSENT CERTIFICATION**

BEFORE) THE HONOURABLE JUSTICE MASUHARA) April 24, 2023
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ON THE APPLICATION of the Plaintiff coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on April 24, 2023 and on hearing Angela Bespflug, Janelle O'Connor and Caitlin Ohama-Darcus, counsel for the Plaintiff; Jill Yates and Kevan Hanowski, counsel for the Defendant; on reading the Application Record of the Plaintiff, including the settlement agreement with the Defendant dated March 27, 2023, attached to this order as **Schedule "A"** (the "**Settlement Agreement**"); and on being advised that the Plaintiff and the Defendant consent to this Order;

THIS COURT ORDERS that:

1. For the purposes of settlement, the proceeding is certified as a class proceeding under the *Class Proceedings Act*, RSBC 1996, c. 50.
2. In addition to any terms defined herein, the definitions in the Settlement Agreement are incorporated into this Order.
3. The Settlement Class is defined as follows:

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 "**Settlement Class**" or "**Settlement Class Members**")

Capitalized terms in the Settlement Class definition 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.

4. The Plaintiff, Gabriel Guese, is appointed as the Representative Plaintiff for the Settlement Class.

5. The nature of the claims asserted on behalf of the Settlement Class include claims in negligence, breach of contract, intrusion upon seclusion, breach of confidence, negligent misrepresentation, unjust enrichment, breach of various Privacy Acts, and breach of consumer protection legislation.
6. The Settlement Class claims damages and restitution for various causes of action.
7. The following common issues are certified for settlement purposes:
 1. Did Zoom engage in, or fail to prevent, unauthorized sharing of users' information with third parties through incorporation of software development kits in the Zoom application?
 2. Did Zoom engage in, or fail to prevent, unauthorized sharing of users' information with third parties through third-party developers' development and deployment of apps that integrate with Zoom's products?
 3. Did Zoom make any misrepresentations regarding the end-to-end encryption features of the Zoom Meetings application?
 4. In relation to (1) to (3), if the answer is yes, did Zoom breach any legal obligations that it owed to the Settlement Class?
8. RicePoint Administration Inc. is appointed as Claims Administrator.
9. The Settlement Class shall be given notice of the certification of this proceeding for settlement purposes, the opt-out process, and the settlement approval hearing. The short-form and long-form notices are approved in substantially the form set out in **Schedule "B"** and **Schedule "C"** to this Order (collectively, the "Notices").
10. The plan for dissemination of the Notices is approved in the substantially the same form attached to this Order as **Schedule "D"** (the "Notice Plan"), which includes both direct and indirect notice to the Settlement Class. The Notices shall be disseminated substantially in accordance with the Notice Plan.

11. In order to enable the Claims Administrator to administer the Settlement Agreement, including to provide notice to the Settlement Class Members and to calculate claims and payments, the Defendant shall deliver to the Claims Administrator, as soon as practicable following the pronouncement of this order, all names, email addresses, billing addresses, and information sufficient for the Claims Administrator to calculate claims under the Distribution Protocol for all persons that Zoom's records reasonably indicate are likely to be members of the Settlement Class (the "**Settlement Class Information**"). Because the Settlement Class Information will be provided to the Claims Administrator solely to enable the Claims Administrator to administer the Settlement Agreement, including to provide notice to Settlement Class Members and to calculate claims and payments, the Claims Administrator will execute a confidentiality and non-disclosure agreement with Defendant, Defendant's Counsel, and Class Counsel and will ensure that any information provided to it by Settlement Class Members, Class Counsel, Defendant's Counsel, or the Defendant will be secure and used solely for the purpose of administering the Settlement Agreement.
12. The costs of issuing the Notices shall be deducted from the Settlement Amount.
13. Members of the Settlement Class may opt out of this proceeding by complying with the Opt-Out Procedure prescribed by section 5 of the Settlement Agreement and described in the Notices. No person may opt out of this proceeding after the Opt-Out Deadline, being 30 days from the first publication of the Notices.
14. The Opt-Out Form is approved in substantially the same form as attached to this Order as **Schedule "E"**.
15. Any member of the Settlement Class who opts out of this proceeding in accordance with the Opt-Out Procedure and prior to the Opt-Out Deadline shall be excluded from the Settlement Class and the proceeding. Any member of the Settlement Class who does not opt out of this proceeding in accordance with the Opt-Out Procedure, or otherwise with leave of this Court, shall be bound by the outcome of this proceeding, including the Settlement Agreement.

16. Murphy Battista LLP and Collette Parsons Corrin LLP are hereby appointed as class counsel for the Settlement Class.

[Redacted]

ANGELA BESPFLUG
Counsel for the Plaintiff. Gabriel Guese

[Redacted]

JILL YATES
Counsel for the Defendant,
Zoom Video Communications, Inc.

[Redacted]

By the Court

[Redacted]

Registrar

