

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
(Unlimited Jurisdiction)**

JANE DOE, individually and on behalf of all  
similarly situated California residents,

Plaintiff,

vs.

TWITTER, INC., a California Corporation, and  
DOES I through XX,

Defendants.

**Case No.: CGC-10-503630**

**NOTICE OF CLASS ACTION AND  
PROPOSED SETTLEMENT**

**IMPORTANT: TO ALL PERSONS IN CALIFORNIA WHO WERE CALIFORNIA RESIDENTS AS OF OCTOBER 27, 2015 WHO USED TWITTER ON OR BEFORE NOVEMBER 18, 2009. THIS NOTICE SUMMARIZES THE TERMS OF A PROPOSED CLASS ACTION SETTLEMENT UNDER WHICH YOU MAY HAVE LEGAL RIGHTS.**

**NOTE: IF YOU ARE LESS THAN 18 YEARS OLD, PLEASE IMMEDIATELY GIVE THIS NOTICE TO YOUR PARENT OR LEGAL GUARDIAN. ONLY YOUR PARENT OR GUARDIAN MAY MAKE OBJECTIONS TO THE SETTLEMENT ON YOUR BEHALF OR EXCLUDE YOU FROM THE SETTLEMENT.**

**I. OVERVIEW**

The San Francisco County, California Superior Court has directed that this Notice be provided to inform you of a proposed class action settlement. Your rights and options -- and the strict deadlines to exercise them -- are explained in this Notice.

The settlement will resolve a lawsuit against Twitter, Inc. ("Twitter") filed in San Francisco County Superior Court, Case No. CGC-10-503630 (the "Lawsuit").

**A. WHAT IS THE LAWSUIT ABOUT?**

The Lawsuit involves claims arising out of the versions of Twitter's Privacy Policy and Terms of Service in place before November 19, 2009. The "Representative Plaintiff" in the Lawsuit alleges, among other things, that Twitter violated user privacy rights by disclosing the full names provided by users without warning, by sharing users' public Tweets and public profile information with third parties without adequate disclosure, and by failing to adequately warn or instruct users that their Tweets would be public by default. Twitter denies the allegations made by the plaintiff and further denies causing any damage to any Twitter user.

**B. WHAT DOES THE SETTLEMENT DO?**

The proposed settlement will resolve all of the claims asserted in the Lawsuit against Twitter. Under the settlement agreement, Twitter has agreed to establish a settlement fund of \$2,690,000.00. The net proceeds from the settlement fund (as determined after court-approved administrative costs, attorneys' fees, a fee for the Representative Plaintiff, and other costs of suit are paid) will be distributed to non-profit organizations in California whose purposes are to promote the causes of education and policy related to online privacy, safety and security. In consideration for its payment of the settlement fund, Twitter will be dismissed with prejudice from the Lawsuit and will be released from all liability arising out of or relating to claims based on Version 1 of the Twitter Terms of Service and/or Version 1 of the Twitter Privacy Policy, which were in effect prior to November 19, 2009.

The Court still has to decide whether or not to approve the settlement.

## **C. WHY SHOULD I READ THIS NOTICE?**

The proposed settlement of the Lawsuit affects the rights of all persons who reside in California as of October 27, 2015 who used Twitter on or before November 18, 2009.

The Court ordered that this Notice be distributed to all such Twitter users because each such user has a right to know about the proposed settlement of the Lawsuit and about rights and options relating to the settlement before the Court decides whether or not to approve the settlement. This Notice provides a summary of the terms of the proposed settlement. It also explains the Lawsuit and class members' legal rights under the settlement.

## **II. DETAILED INFORMATION ABOUT THE LAWSUIT AND SETTLEMENT**

### **A. WHY IS THERE A SETTLEMENT OF THE LAWSUIT?**

Twitter does not believe that it did anything wrong. As noted, Twitter denies all liability for the claims alleged in the Lawsuit. The Court has not decided in favor of the class or Twitter, and by requiring this Notice, the Court is not expressing any view on the merits of the Lawsuit.

Rather, both sides have agreed to the described settlement. By settling the claims, both sides avoid the uncertainty and cost of a trial or appeal. In December, 2014, the parties finalized and entered into a formal settlement agreement.

### **B. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?**

On October 27, 2015, the Court entered an order granting preliminary approval of the settlement and certifying the following class definition for purposes of the settlement:

All persons in California (i.e., who reside in California as of the date of class certification) who used Twitter on or before November 18, 2009.

Excluded from the class are any judicial officer to whom the Lawsuit is or has been assigned and members of the judge's immediate family; Twitter; and all persons who timely and validly request exclusion from the class pursuant to this Notice. People who fall within the class definition who are not excluded from the class are referred to as "class members."

### **C. AM I REPRESENTED IN THE LAWSUIT?**

To represent the class, the Court has appointed Jane Doe as Representative Plaintiff, and her counsel of record, Michael L. Rodenbaugh of Rodenbaugh Law, Hugh R. Koss of Koss Law Offices, and Mark C. Thomas of Brownstein Thomas, LLP, as class counsel ("class counsel"). Class counsel have spent almost 5 years investigating and prosecuting the Lawsuit. If you want to be represented in the Lawsuit by your own attorney, you may hire one at your own expense, and you may appear in the Lawsuit through your own attorney.

### **D. WHAT DOES THE SETTLEMENT PROVIDE?**

As noted, the proposed settlement will resolve all of the claims asserted in the Lawsuit against Twitter. Under the settlement agreement, Twitter has agreed to establish a settlement fund of \$2,690,000.00. That fund, plus any accrued interest, minus court-approved settlement administrative costs, attorneys' fees, Representative Plaintiff fees, and other costs of suit, will be distributed to non-profit organizations to promote the causes of and education and policy related to online privacy, safety and security. The Parties are recommending the following *cy pres* recipients subject to approval by the Court: Berkeley Center for Law and Technology; Samuelson Law, Technology & Public Policy Clinic at Berkeley Law; USC Intellectual Property and Technology Law Clinic; Santa Clara High Technology Law Institute; American Civil Liberties Union; and the Privacy Rights Clearinghouse. In consideration for its payment of the settlement fund, Twitter will be dismissed with prejudice from the Lawsuit and will be released

from all liability arising out of or relating to claims based on the use of Twitter under Version 1 of the Twitter Terms of Service and/or Version 1 of the Twitter Privacy Policy, which were in effect prior to November 19, 2009. Individual class members will not be receiving a monetary benefit pursuant to the settlement agreement.

**E. HOW WILL THE LAWYERS FOR THE CLASS BE PAID?**

From the inception of the Lawsuit in September, 2010 to the present, class counsel have not received any payment for their services and have not been reimbursed for any out-of-pocket expenses incurred. If the Court approves the settlement, class counsel will make a fee application to the Court for an award of \$896,666.66 in attorneys' fees and reimbursement of costs already incurred or expected to be incurred not to exceed \$50,000. Class counsel's fee application will also include an application on behalf of the Representative Plaintiff for \$15,000 for her time and effort serving as the Representative Plaintiff and prosecuting the Lawsuit. The fee application will be heard at the Final Approval Hearing related to the settlement, described below.

**F. WHAT AM I GIVING UP IF I PARTICIPATE IN THE SETTLEMENT?**

If the settlement is granted final approval, the Court will enter a judgment dismissing the claims against Twitter in the Lawsuit with prejudice, (i.e., for good). Furthermore, Twitter will be released from all claims arising out of the facts pleaded in the complaint as those facts relate to the use of Twitter under Version 1 of the Twitter Terms of Service and/or Version 1 of the Twitter Privacy Policy, which were in effect prior to November 19, 2009. As a result, if you are a class member and do not exclude yourself from the class, you will be barred from bringing any of the claims described above. This means that you will not be able to sue, continue to sue, or be part of another lawsuit against Twitter for any of the claims described above. You will be bound by all proceedings, orders and the judgment entered in connection with the settlement, whether favorable or unfavorable.

**G. WHAT IF I WANT TO EXCLUDE MYSELF ("OPT-OUT") FROM THE SETTLEMENT?**

If you do not want to remain a member of the class and participate in the settlement, then you may exclude yourself from the class by emailing the Opt-Out Form to [info@CATwitterSettlement.com](mailto:info@CATwitterSettlement.com) on or before **March 11, 2016**.

**H. CAN I OBJECT TO THE SETTLEMENT?**

If you decide to remain in the class (i.e., if you do not opt-out), you can object to the terms of the settlement before final approval. However, if the Court rejects your objection(s), you will still be bound by the terms of the settlement.

To object, you must email copies of your written objection(s) to each of the following:

**CLASS COUNSEL**

Mark C. Thomas  
Brownstein Thomas, LLP  
353 Sacramento St., Suite 1140  
San Francisco, CA 94111  
Email: [mark@brownsteinthomas.com](mailto:mark@brownsteinthomas.com)

**TWITTER'S COUNSEL**

Joseph C. Gratz  
Durie Tangri LLP  
217 Leidesdorff Street  
San Francisco, CA 94111  
Email: [JGratz@durietangri.com](mailto:JGratz@durietangri.com)

Any written objection(s) must state each specific reason in support of the objection(s) and any legal support for the objection(s). To be valid and effective, any objection(s) must be emailed to each of the above-listed attorneys no later than **March 11, 2016**.

**I. WHEN AND WHERE WILL THE COURT HOLD A HEARING ON THE SETTLEMENT?**

The Court will hold a Final Approval Hearing on April 11, 2016 at 9:00 a.m., before the Honorable Curtis E. A. Karnow, in Department 304 of the San Francisco County Superior Court located at 400 McAllister Street, San Francisco, CA 94012.

The purpose of the hearing will be to determine: (a) whether the proposed settlement should be approved as fair, reasonable and adequate; (b) whether the class should be certified for purposes of the settlement; (c) whether class counsel's fee and costs application should be granted and in what amount; and (d) whether the Lawsuit and class members' claims should be dismissed with prejudice pursuant to the settlement.

The Court reserves the right to adjourn or continue the Final Approval Hearing without further notice to the class.

**J. DO I HAVE TO COME TO THE HEARING?**

No. You are not required to attend the hearing in order to participate in the settlement. Nor do you have to attend the hearing for the Court to consider your objection(s). If you submit your objection(s) on time following the procedures set forth above, the Court will consider them.

However, you may attend the Final Approval Hearing at your own expense if you wish. You may also ask your own lawyer to attend on your behalf, also at your expense.

**K. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

This Notice contains only a summary of certain provisions of the settlement. The full terms and provisions of the settlement are contained in the related settlement agreement. A copy of the settlement agreement is on file with the Court. The Clerk of the Court, located at 400 McAllister Street, San Francisco, CA 94102, maintains files containing the settlement agreement and all other documents filed in the Lawsuit. Copies of these documents are available for inspection and copying during the Court's normal business hours or on the court's website: [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org). A copy of the settlement agreement can also be viewed at: [www.CATwitterSettlement.com](http://www.CATwitterSettlement.com).

**L. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?**

You may also get information by sending a letter, postage prepaid, to Jane Doe v. Twitter Settlement Administrator, c/o Gilardi & Co. LLC, P.O. Box 8060, San Rafael, CA 94912-8060, by calling (877) 430-3697, emailing [info@CATwitterSettlement.com](mailto:info@CATwitterSettlement.com), or by visiting the settlement website, [www.CATwitterSettlement.com](http://www.CATwitterSettlement.com).

PLEASE DO NOT CONTACT THE COURT OR TWITTER ABOUT THIS NOTICE.