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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CLRB HANSON INDUSTRIES, LLC d/b/a
INDUSTRIAL PRINTING, and HOWARD
STERN, on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

GOOGLE, INC.,

Defendant.

Case No. C 05-03649 JW PVT

[PROPOSED] FINAL JUDGMENT

Hearing: September 14, 2009
Time: 9:00 a.m.
Dept.: Courtroom 8
Judge: Hon. James W. Ware

This matter came before the Court for hearing on the application of the Parties for approval of the settlement set forth in the Settlement Agreement and Release (“Agreement”), dated as of March 17, 2009. Due and adequate notice having been given to the Class as required by prior Order of this Court, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court, for purposes of this Order, adopts the definitions set forth in the Agreement.

1 2. This Court has jurisdiction over the subject matter of the Action and over all parties to
2 the Action, including all members of the Class.

3 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and by prior Order of this
4 Court, the Class has been certified, defined as set forth in the Agreement. Excluded from the Class are
5 Resellers, as defined in the Agreement, and those who validly requested to be excluded from the Class
6 pursuant to paragraph 3.4 of the Agreement (the names of which are attached hereto as Exhibit A).

7
8 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves
9 the settlement set forth in the Settlement Agreement and finds that said settlement is, in all respects,
10 fair, just, reasonable and adequate to the Class, and in the best interests of the Class.

11 5. The Action and all claims contained therein, as well as all of the Released Claims, are
12 dismissed with prejudice as to plaintiffs and all Class Members and as against Google.

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14 6. The Court finds that the Agreement, and the terms of the settlement set forth therein, is
15 fair, just, reasonable and adequate to the Class, and that the Agreement, and the terms of the settlement
16 set forth therein, are hereby finally approved in all respects and the Parties are hereby directed to
17 perform its terms.

18 7. Upon this Final Judgment becoming final, all Class Members, on behalf of themselves,
19 and their respective heirs, executors, administrators, successors, assigns, employees, officers,
20 directors, attorneys, representatives, affiliates, agents, and any persons or entities they represent, shall
21 be deemed to release and forever discharge Google from all Released Claims, and shall forever be
22 barred and enjoined from prosecuting, commencing, instituting or asserting all or any of the Released
23 Claims in any action or other proceeding in any court of law or equity, arbitrational tribunal,
24 administrative or other forum, whether directly, representatively, derivatively, or in any other capacity
25 against Google, and Google shall be deemed to have, and by operation of this Judgment shall have
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1 fully, finally, and forever released the Representative Plaintiffs from all claims that Google has or may
2 have against them, their affiliates, employees, or members as of February 28, 2009.

3 8. All Members of the Class are hereby forever barred and enjoined from prosecuting the
4 Released Claims against Google.

5 9. Upon this Final Judgment becoming final, Google shall be deemed to have, and by
6 operation of this Final Judgment shall have fully, finally and forever released, relinquished and
7 discharged each and all of Representative Plaintiffs, Class Members, and Representative Plaintiffs'
8 Counsel from all claims — known and unknown — arising out of, relating to, or in connection with
9 the institution, prosecution, assertion, settlement or resolution of the Action or the Released Claims.
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11 10. As set forth in the Court's prior Order, the notice given to the Class was the best notice
12 practicable under the circumstances of these proceedings and of the matters set forth therein, including
13 the certification of the Class, and the proposed settlement set forth in the Agreement to all persons
14 entitled to such notice, and said notice fully satisfied the requirements of Federal Rules of Civil
15 Procedure 23 and due process.
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17 11. Neither the Agreement nor the terms of the settlement set forth therein, nor any act
18 performed or document executed pursuant to or in furtherance of the Agreement or the settlement: (i)
19 is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
20 Released Claim, or of any wrongdoing or liability of Google, or (ii) is or may be deemed to be or may
21 be used as an admission of, or evidence of, any fault or omission of Google in any civil, criminal or
22 administrative proceeding in any court, administrative agency or other tribunal, except in a proceeding
23 to approve, enforce, or otherwise effectuate the settlement set forth in the Agreement (or any
24 agreement or order relating thereto). Google may file the Agreement and the Final Judgment entered
25 thereon in any other action that may be brought against it in order to support a defense or counterclaim
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1 based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or
2 reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

3 12. The Court finds that each party to the Action, together with their respective counsel,
4 have complied throughout the Action with the requirements of Rule 11(b) of the Federal Rules of Civil
5 Procedure.

6 13. In the event that the settlement set forth in the Agreement does not become effective in
7 accordance with the terms of the Final Agreement, then this Judgment shall be rendered null and void
8 to the extent provided by and in accordance with the terms of the Agreement and shall be vacated, and
9 in such event, all releases delivered or given in connection herewith shall be null and void to the extent
10 provided by and in accordance with the terms of the Agreement.

11 14. Without affecting the finality of this Final Judgment in any way, this Court hereby
12 retains continuing jurisdiction over the Settlement Proceeds and the Parties for purposes of (a)
13 implementing and effectuating the Agreement; and (b) construing, enforcing and administering the
14 Agreement, including the distribution of the Settlement Proceeds to Authorized Claimants.
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17 Dated: _____, 2009

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19 James W. Ware
20 UNITED STATES DISTRICT JUDGE
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