IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA ALEXANDRIA DIVISION

RICHARD CLEMONS,	
Plaintiff,	Civil Action No. 1:17-CV-00963-AJT-TCB
v.	
GOOGLE INC.,	
Defendant.	

DECLARATION OF BRITTANY ARAUJO

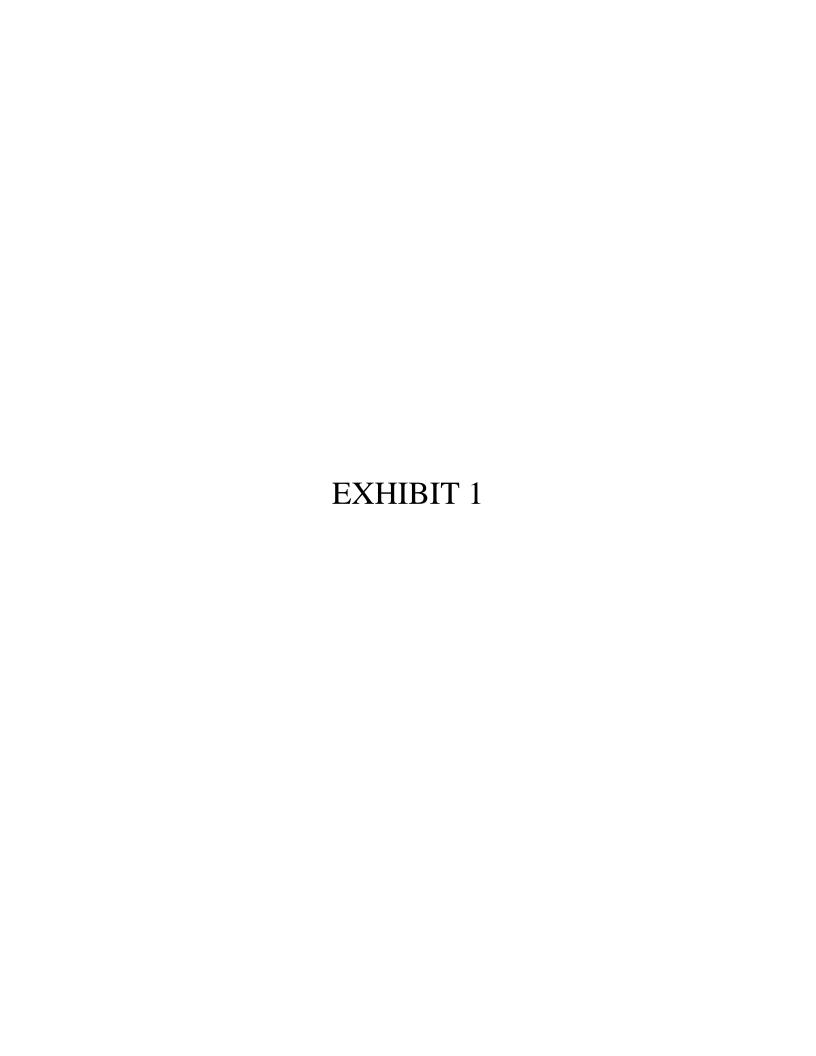
- 1. I, Brittany Araujo, am a Legal Investigations Support Specialist at Google LLC ("Google") in Mountain View, California. I am over 18 years of age, am competent to testify truthfully to the facts asserted herein, and the foregoing is based on my personal knowledge.
- 2. Google is a Delaware limited liability corporation with its principal place of business in Mountain View, California.
- 3. Google provides various free web-based products to the public, including its widely-used Gmail service.
- 4. The owner of the Gmail account at issue in this matter, lawyerme7@gmail.com, is a Google user who, upon account creation on June 8, 2016 at 11:26:39 UTC, was presented with a copy of Google's Terms of Service and affirmed his agreement to those Terms of Service when creating the account.
- 5. Google's current Terms of Service, available at https://www.google.com/policies/terms/, and the Terms of Service in place at the time of account creation, available at https://www.google.com/policies/terms/archive/20140414/, provide that:

"All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts." A true and correct copy of Google's current Terms of Service is attached here to as Exhibit 1. A true and correct copy of Google's Terms of Service as they appeared on June 8, 2016 is attached here to as Exhibit 2.

6. On November 2 and November 6, 2017, I attempted to reach out to Richard Clemons via email to fbiloyal707@gmail.com, the only contact information provided in his complaint, to explain account recovery procedures, but, to date, Mr. Clemons has not responded to my emails.

I declare under penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

Brittany Araujo



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Terms of Service Technologies and Principles

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Last modified: October 25, 2017 (view archived versions)

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We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

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effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

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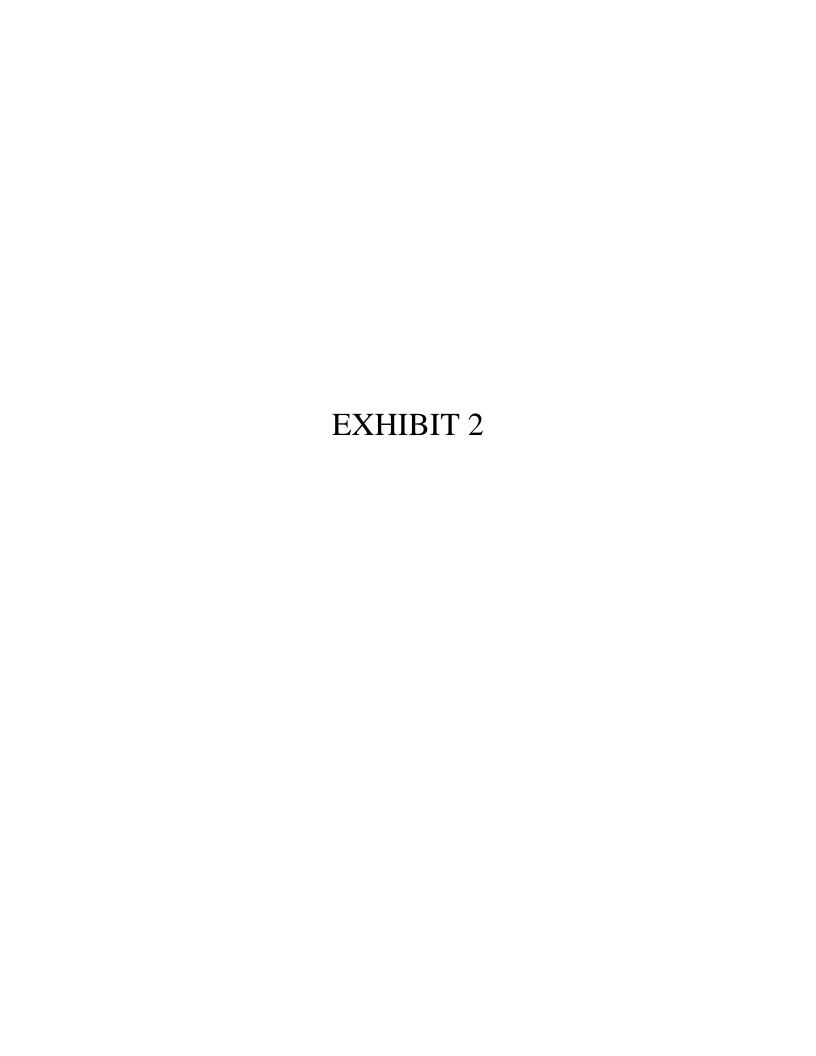
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