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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

Shulin Chen, individually and on behalf of
all others similarly situated, and as a proxy
of the State of California on behalf of
aggrieved employees,

Plaintiffs,

v.

LIVERAMP HOLDINGS, INC.,

Defendants.

CASE NO. CGC-21-595838

**STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT (Amended)**

1 This Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement
2 Agreement”) is made and entered into by and between Plaintiff Shulin Chen (“Plaintiff” or “Class
3 Representative”), on behalf of all others similarly situated and aggrieved employees, and
4 Defendant LiveRamp Holdings, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”).

5 This Settlement Agreement shall be binding on Plaintiff and Settlement Class Members
6 and Aggrieved Employees (as defined herein) and on Defendant, subject to the terms and
7 conditions hereof and the approval of the Court.

8 **PREAMBLE**

9 1. On June 25, 2021, Plaintiff filed a claim notice with the Labor and Workforce
10 Development Agency (LWDA), pursuant to California Labor Code § 2699.3, that she intended to
11 seek civil penalties under Labor Code § 2699.5, for alleged violations of California Labor Code §§
12 221, 225.5, 432.5, and 925, on behalf of herself and other aggrieved employees of LiveRamp in
13 California. The LWDA did not provide a notice of intent to investigate.

14 2. On October 7, 2021, Plaintiff filed a Complaint (San Francisco County Superior
15 Court Case No. CGC-21-595838) against LiveRamp alleging claims for violations of the
16 California Labor Code and the Business and Professions Code, and a representative action claim
17 under the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.*
18 (“PAGA”).

19 3. On December 10, 2021, Defendant’s counsel sent Class Counsel a letter briefing
20 the basis for an anticipated demurrer and motion to strike, including points and authorities to
21 support Defendant’s position. On January 13, 2022, Class Counsel sent Defendant’s counsel a
22 reply letter containing points and authorities that Plaintiff would present in an opposition to
23 Defendant’s position. Both before and after the January 13, 2022 letter, the parties held a series of
24 meet and confer telephonic conferences that also included proposals for reaching a resolution
25 through settlement.

26 4. On January 20, 2022, Plaintiff filed an amended Complaint alleging claims for: (1)
27 illegal non-compete clause under California Business and Professions Code §16600; (2) illegal
28 choice of law agreement under California Labor Code § 925; (3) illegal take back of wages paid

1 under California Labor Code § 221; (4) Unfair Competition and Unlawful Business Practices
2 under California Business and Professions Code §§ 17200 et seq.; (5) waiting time penalties under
3 California Labor Code §§ 201-203; (6) civil penalties pursuant to the Private Attorneys General
4 Act (“PAGA”) under California Labor Code §§ 2698 et. seq.; and (7) declaratory relief under
5 California Civil Procedure Code § 1060 (the “Action”).

6 5. On March 21, 2022, Defendant filed a Demurrer and a Motion to Strike to
7 Plaintiff’s First Amended Complaint, which currently is pending. Defendant denies all material
8 allegations set forth in the Class Action and PAGA Action (together, “Actions”), defined below,
9 and if required to litigate the claims, will assert numerous affirmative defenses, including defenses
10 to the scope of the proposed class membership and the definition of “aggrieved employee.”
11 Notwithstanding, in the interest of avoiding further litigation, the Parties desire to fully and finally
12 settle the Action, Released Class Claims, and Released PAGA Claims.

13 6. The parties thereafter stipulated to continuances on the hearing date of the
14 Demurrer and Motion to Strike to facilitate good faith and arms-length settlement discussions.
15 Class Counsel in the Action diligently investigated and researched the proposed Class Members’
16 claims against Defendant, including any and all applicable defenses and the applicable law.

17 7. After months of negotiations, the Parties agreed to a global resolution of the class
18 and PAGA claims alleged by Plaintiff in the Action, with the specific terms of the Settlement to be
19 negotiated in this Settlement Agreement. On or about July 7, 2022, the parties reached an
20 agreement on changes to the terms of the Associate (Employee) Agreement and RSU Agreement
21 for Defendant’s California employees as well as the amount for the Individual Settlement
22 Payments to the Class.

23 8. During the negotiations, Defendant identified approximately 940 employees in
24 California who were subject to the Associate (Employee) Agreement or the RSU Agreement from
25 December 10, 2017, through July 7, 2022. On or about September 9, 2022, Defendant confirmed
26 through a due diligence review of the applicable records that there are 937 individuals who fall
27 within the Class definition below, of which 276 meet the PAGA Aggrieved Employee definition
28 below. The monetary component of the settlement negotiations was premised on these figures.

1 9. The Parties expressly acknowledge that this Settlement Agreement is entered into
2 solely for the purpose of compromising highly disputed claims and that nothing contained herein
3 shall constitute an admission of liability or wrongdoing by Defendant.

4 **DEFINITIONS**

5 The following definitions are applicable to this Settlement Agreement. Definitions
6 contained elsewhere in this Settlement Agreement also will be effective:

7 1. “Aggrieved Employees” means all current and former employees who, at any time
8 beginning August 3, 2020, through the date of preliminary approval, primarily resided and worked
9 for LiveRamp in California, and signed Defendant’s Associate (Employee) Agreement or
10 Restricted Stock Unit Award Agreement or other agreement(s) concerning employment or
11 compensation that contain one or more of the following: (a) A non-compete clause that is the
12 same or substantially similar to the non-compete clauses in the Associate (Employee) Agreement
13 and Restricted Stock Unit Award Agreement; or (b) A choice of law clause that would deprive the
14 employees of the substantive protection of California law, including the protections of Cal. Bus. &
15 Prof. Code § 16600.

16 2. “Attorney’s Fees and Costs” means attorney’s fees agreed upon by the Parties and
17 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs
18 incurred and to be incurred by Class Counsel in the Action, including but not limited to, costs
19 associated with documenting the Settlement, providing any notices required as part of the
20 Settlement or Court order, securing the Court’s approval of the Settlement, administering the
21 Settlement, obtaining entry of an Order and Judgment approving the Settlement. Class Counsel
22 will request no more than One Hundred Thousand Forty-Eight Dollars and Zero Cents (\$148,000)
23 in attorney’s fees, and not more than Two Thousand Eight Hundred Dollars and Zero Cents
24 (\$2,800.00) in litigation costs and expenses. Defendant has agreed not to oppose Class Counsel’s
25 request for attorney’s fees and costs and expenses as set forth above.

26 3. “Class Counsel” means Jeremy Pasternak, Law Offices of Jeremy Pasternak,
27 A.P.C. and Joshua Konecky, Schneider Wallace Cottrell Konecky, LLP.

28 4. “Class List” means a complete list of all Class Members that Defendant will

1 diligently and in good faith compile from its records and provide to the Settlement Administrator
2 within ten (10) business days after entry of an Order granting Preliminary Approval of this
3 Settlement. The Class List will be formatted in password protected Microsoft Office Excel and
4 will include each Class Member's full name; most recent mailing address and telephone number;
5 most recent email address (if any); Social Security Number; dates of employment while a resident
6 of California; and any other relevant information needed to calculate and distribute notices and
7 settlement payments to potential class members.

8 5. "Class" or Class Members" or "Settlement Class" means all current and former
9 employees of Defendant who, at any time from October 7, 2017, through preliminary approval,
10 resided and worked for Defendant in California, and signed Defendant's Associate (Employee)
11 Agreement, Restricted Stock Unit Award Agreement or other agreement(s) concerning
12 employment or compensation that contain one or more of the following:

13 (a) A non-compete clause that is the same or substantially similar to the non-compete
14 clauses in the Associate (Employee) Agreement and Restricted Stock Unit Award Agreement, as
15 alleged in the First Amended Complaint;

16 (b) A choice of venue clause that requires the employee to adjudicate outside of California
17 a claim arising in California; or

18 (c) A choice of law clause that deprives the employee of the substantive protection of
19 California law, including the protections of Cal. Bus. & Prof. Code § 16600 and Cal. Labor Code
20 § 432.5.

21 6. "Class Notice" means the Notice of Class and Representative Action Settlement
22 substantially in the form attached hereto as **Exhibit C**, and approved by the Court.

23 7. "Class Representative" means Plaintiff Shulin Chen.

24 8. "Enhancement Payment" means the payment paid to Plaintiff in exchange for a
25 general release, and in recognition of her efforts and work in prosecuting the Action on behalf of
26 the Class Members.

27 9. "Gross Settlement Amount" means the amount of Two Hundred Forty-Two
28 Thousand Eight Hundred Dollars and Zero Cents (\$242,800.00), to be paid by Defendant pursuant

1 to this Agreement in full satisfaction of all claims alleged in the Action or that could have been
2 alleged in the Action, based on the operative facts alleged therein, which includes all Individual
3 Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved
4 Employees, the Labor & Workforce Development Agency Payment, Attorney’s Fees and Costs,
5 the Enhancement Payment, and Settlement Administration Costs. There will be no reversion of
6 any portion of the Gross Settlement Amount to Defendant. In the event the actual number of Class
7 Members in the Class Period exceeds 940 by more than five percent (5%), the Gross Monetary
8 Settlement Amount shall increase by the same number of percentage points above five percent
9 (5%) by which the actual number of Class Members exceeds 940 (for example, if the actual
10 number of class members or workweeks is determined to be 7% higher than 940, the Gross
11 Monetary Settlement Amount shall be increased by 2%).

12 10. “Court” means the San Francisco County Superior Court.

13 11. “Effective Date” means the date after which the settlement is approved and the
14 Court’s Judgment becomes final and no longer subject to timely post-judgment motion or appeal
15 (“Final Judgment” or “Judgment.”) The Court’s Final Judgment “becomes final” upon the latter
16 of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal
17 from, or other challenge to, the Court’s Judgment (this time period shall not be less than 60
18 calendar days after the Court’s Judgment is entered); (ii) the date affirmance of an appeal of the
19 Judgment becomes final under the California Code of Civil Procedure and California Rules of
20 Court; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of
21 any proceeding on review of any court of appeal decision relating to the Judgment.

22 12. “Final Approval” means the Court’s Order granting final approval of the Settlement
23 pursuant to California Rules of Court, Rule 3.769(a) and a Judgment thereon pursuant to
24 California Rules of Court, Rule 3.769(h) (the “Judgment”).

25 13. “Class Period” means the period from October 7, 2017 to the date the Court grants
26 preliminary approval, inclusive.

27 14. “Individual PAGA Payment” means each Aggrieved Employee’s respective share
28 of the PAGA Employee Allocation.

1 15. “Individual Settlement Payment” means each Settlement Class Member’s
2 respective share of the Net Settlement Amount.

3 16. “Labor & Workforce Development Agency Payment” means the payment of Five
4 Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$5,625.00) from the Gross
5 Settlement Amount to the California Labor & Workforce Development Agency (“LWDA”) for its
6 portion of the civil penalties paid under the Private Attorneys General Act of 2004, California
7 Labor Code §§ 2698, *et seq.* (“PAGA”).

8 17. “Net Settlement Amount” means the portion of the Gross Settlement Amount
9 remaining after deducting the Enhancement Payment, the PAGA Allocation, Attorney’s Fees and
10 Costs, and Settlement Administration Costs. The entire Net Settlement Amount will be distributed
11 to the Settlement Class Members. There will be no reversion of any portion of the Net Settlement
12 Amount to Defendant.

13 18. “Notice of Entry of Judgment” means a Notice of Entry of Judgment pursuant to
14 section 664.5(c) of the California Code of Civil Procedure filed and served by Plaintiff.

15 19. “Objection” means a Settlement Class Member’s valid and timely written objection
16 to the Settlement Agreement. For an Objection to be valid, it must (a) be written, (b) be signed by
17 the Settlement Class Member making the objection, (c) identify the name of the Settlement Class
18 Member making the objection; (d) identify the action, (e) be mailed to the Settlement
19 Administrator at the address provided in the Class Notice, and (f) be postmarked on or before the
20 Response Deadline; or (g) sent via email to the Settlement Administrator at the email address
21 provided on or before the Response Deadline. The Class Notice will also advise that any
22 Objection should explain the reason for the objection, provided any facts that support the
23 objection, and provide the most recent mailing address, telephone number or other contact
24 information of the Settlement Class Member. At the Court’s discretion, any Settlement Class
25 Member may object by appearing at the Final Approval Hearing either with or without submitting
26 a written Objection.

27 20. “PAGA Allocation” means the amount of Seven Thousand Five Hundred Dollars
28 and No Cents (\$7,500.00) from the Gross Settlement Amount allocated to payment of alleged civil

1 penalties under PAGA and in full satisfaction of all claims alleged in the Action or that could have
2 been alleged in the Action under PAGA.

3 22. "PAGA Employee Allocation" means the amount of One Thousand Eight Hundred
4 Seventy-Five Dollars and Zero Cents (\$1,875.00) from the PAGA Allocation to be paid to the
5 Aggrieved Employees on a pro rata basis as their share of the civil penalties paid under PAGA.

6 23. "PAGA Period" means the period from August 3, 2020, through the date of
7 Preliminary Approval, inclusive.

8 24. "Parties" means Plaintiff and Defendant collectively.

9 25. "Preliminary Approval" means the Court order granting preliminary approval of
10 the Settlement.

11 26. "Released Class Claims" means any and all causes of action, claims, rights,
12 damages (including punitive, statutory or liquidated damages), penalties, liabilities, restitution,
13 damages, attorneys' fees, costs, expenses, interest and losses alleged in the operative complaint or
14 which could have been alleged in the operative complaint under federal, state, local or common
15 law, based on the facts alleged in the operative complaint, arising from or relating to any Class
16 Member's receipt, execution, or refusal to execute Defendant's Associate (Employee) Agreement
17 or Restricted Stock Unit Agreement, including claims relating to the forfeiture of vested shares in
18 earned stock, interference with current and prospective employment opportunities, wrongful
19 receipt of wages paid under the California Labor Code and California Business and Professions
20 Code §§ 17200, *et seq.*, that any Class Member has or might have that was alleged or could have
21 been alleged based on the factual allegations in the operative complaint that accrued during the
22 Class Period.

23 27. "Released PAGA Claims" means any right or claim for civil penalties arising from
24 alleged violations of the California Labor Code or applicable Wage Orders, alleged in the
25 operative complaint in the Action, or that could have been alleged in the operative complaint in
26 the Action, based on the facts alleged therein, pursuant to the Private Attorneys General Act of
27 2004, California Labor Code §§ 2698, *et seq.* (PAGA), including without limitation for any
28 violation of California Labor Code §§ 201, 202, 203, 221, 225.5, 432.5, and 925, arising from or

1 relating to the execution, receipt, or refusal to execute Defendant's Associate (Employee)
2 Agreement or Restricted Stock Unit Agreement, during the PAGA Period.

3 28. "Released Parties" includes Defendant and its respective current and former
4 affiliates and related entities, including its parent and subsidiaries, shareholders, predecessors,
5 successors, divisions, joint ventures, insurers, fiduciaries, and assigns, and each of these entities'
6 past, present, or future direct or indirect officers, directors, members, agents, attorneys, or
7 employees.

8 29. "Request for Exclusion" means a written request submitted by a Class Member to
9 be excluded from (opt out of) the Settlement of the Class Claims. For a Request for Exclusion to
10 be valid, it must (a) be written, (b) be signed by the Class Member requesting exclusion, (c)
11 identify the name of the Class Member requesting exclusion; (d) identify the action, (e) state that
12 the Class Member has reviewed the Class Notice regarding the settlement of this action and the
13 consequences of requesting exclusion from it, and wishes to be excluded from the settlement; (f)
14 be mailed or emailed to the Settlement Administrator at the address provided in the Class Notice,
15 and (g) be postmarked and/or sent via email on or before the Response Deadline.

16 30. "Response Deadline" means the deadline by which any Request for Exclusion or
17 Objection to the Settlement must be postmarked and mailed to the Settlement Administrator or
18 sent via email. The Response Deadline will be forty-five (45) calendar days from the initial
19 mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday
20 or Federal holiday, in which case the Response Deadline will be extended to the next day on
21 which the U.S. Postal Service is open.

22 31. "Settlement Administration Costs" means the costs to the Settlement Administrator
23 for administering this Settlement, including, but not limited to, printing, distributing, and tracking
24 documents for this Settlement, maintaining a toll-free telephone number, maintaining a settlement
25 website,¹ calculating, reporting all required taxes, distributing the Gross Settlement Amount, and

26 _____
27 ¹ The Settlement Administrator shall establish the toll-free number and settlement website no later
28 than the first date of mailing of the Class Notice provided in Paragraph 48, below, and shall
maintain the toll-free number and settlement website until expiration of the 180-day check cashing
period set forth in Paragraph 59, below.

1 providing necessary reports and declarations, as requested by the Parties or the Court. The
2 Settlement Administration Costs will not exceed Thirteen Thousand Dollars and No Cents
3 (\$13,000.00).

4 32. "Settlement Administrator" means CPT Group or any other third-party class action
5 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
6 administering this Settlement. The Parties each represent that they do not have any financial
7 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
8 Administrator that could create a conflict of interest.

9 33. "Settlement Class Member" means any Class Member who does not submit a
10 timely and valid Request for Exclusion.

11 **TERMS OF AGREEMENT**

12 Plaintiff, on behalf of herself, the Settlement Class, and Aggrieved Employees; and
13 Defendant agree as follows:

14 34. **Class Certification.** For settlement purposes only, the Parties agree that the Class
15 shall be certified. This Settlement Agreement is contingent upon the approval and certification by
16 the Court of the Class for settlement purposes only. Defendant does not waive, and instead
17 expressly reserves, its rights to challenge the propriety of class certification for any purpose should
18 the Court not approve the Settlement. In connection with the proposed certification of the Class,
19 the Parties shall cooperate and present to the Court for its consideration competent evidence, as
20 may be requested by the Court, under the applicable due process requirements and standards for
21 class certification. In the event either preliminary or final approval of the Settlement is not
22 obtained or, if obtained, is reversed upon appeal, the Parties shall be returned to their respective
23 positions in the action as they existed immediately prior to the execution of this Agreement.
24 Furthermore, nothing said or represented in connection with obtaining approval of the Court with
25 respect to this settlement, either on a preliminary or final basis, shall be admissible for any
26 purpose other than to obtain approval of this Settlement by the Court.

27 35. **Changes to Employment Agreements.** For the purposes of facilitating the
28 Parties' settlement, the Parties agree that Defendant will make changes to its Associate

1 (Employee) Agreement and RSU Agreement as reflected in the attached as **Exhibits A1 & A2**
2 hereto. Defendant will distribute the changes to the Employee Agreement and RSU Agreement to
3 all employees based out of or who primarily work in California no later than 14 days after Plaintiff
4 files her motion for preliminary approval.

5 36. **Notification to Class Members of Change.** The Class Notice will inform all
6 Class Members that a new Employee Agreement and RSU Agreement will be distributed and will
7 supersede the prior agreements. The Class Notice will inform Class Members that Defendant will
8 not enforce provisions of the RSU Agreement that call for forfeiture, set off, or cancelation, of
9 shares previously issued to a former employee if the former employee engages in certain post-
10 termination activities that compete with LiveRamp, including those activities listed in
11 Paragraph 7(b)(i) (ii) and (iii) of **Exhibit B2**, will not enforce Paragraph 10 of the Associate
12 (Employee) Agreement (**Exhibit B1**) concerning a former employee’s post-termination soliciting or
13 hiring of a LiveRamp employee or inducing a LiveRamp employee to leave employment with LiveRamp or
14 compete with the business of LiveRamp, and that these provisions have been revised as reflected in
15 **Exhibits A1 & A2** attached hereto. The Class Notice also will inform Class Members that any
16 non-California choice of law clause contained in any RSU Agreement or Associate (Employee)
17 Agreement will not be enforced against any Settlement Class Member who Defendant employs or
18 previously employed in California, unless the Settlement Class Member was in fact individually
19 represented by legal counsel in negotiating the terms of an agreement to designate either the venue
20 or forum in which a controversy arising from the employment contract may be adjudicated or the
21 choice of law to be applied.

22 37. **Funding of the Gross Settlement Amount.** The Settlement Administrator will
23 establish a Qualified Settlement Account (“QSA”) within ten (10) business days of the Effective
24 Date, and Defendant will fund the QSA with the Gross Settlement Amount within thirty (30) days’
25 notice from the Administrator that the QSA has been established and the amount of Defendant’s
26 contribution.

27 38. **Qualified Settlement Account.** The QSA shall be a “Qualified Settlement Fund”
28 within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and

1 Treas. Reg. Section 1.468B-1, *et seq.* The Settlement Administrator shall request and obtain from
2 the IRS an appropriate Tax ID for the QSA and shall act as a fiduciary with respect to the
3 handling, management, reporting and distribution of the funds in a manner necessary to qualify
4 and maintain the QSA as a Qualified Settlement Fund as provided by law.

5 **39. Attorney's Fees and Costs.** Defendant agrees not to oppose or impede any
6 application or motion by Class Counsel for Attorney's Fees and Costs, not to exceed One Hundred
7 Forty-Eight Thousand Dollars and Zero Cents (\$148,000.00), in Attorneys' fees, and actual
8 litigation costs and expenses not to exceed Two Thousand Eight Hundred Dollars and Zero Cents
9 (\$2,800.00), each to be approved by the Court and paid from the Gross Settlement Amount. Any
10 funds allocated to Attorney's Fees and Costs but not awarded by the Court will be included in the
11 Net Settlement Amount and distributed pro rata to the Settlement Class Members. The Settlement
12 Administrator will issue an IRS Form 1099 to Class Counsel for the Attorney's Fees and Costs.

13 **40. Enhancement Payment.** In exchange for a general release, and in recognition of
14 her efforts and work in prosecuting the Action on behalf of the Class Members and Aggrieved
15 Employees, Defendant agrees not to oppose or impede any application or motion for an
16 Enhancement Payment not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00) to
17 Plaintiff, to be approved by the Court. The Enhancement Payment will be paid from the Gross
18 Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment and
19 Individual PAGA Payment. Any funds allocated to the Enhancement Payments but not awarded
20 by the Court will be included in the Net Settlement Amount and distributed pro rata to the
21 Settlement Class Members. Plaintiff will be solely responsible to pay any and all applicable taxes
22 on the payments made pursuant to this paragraph, and the Settlement Administrator will issue an
23 IRS Form 1099 to Plaintiff for the Enhancement Payments.

24 **41. Settlement Administration Costs.** The Settlement Administrator will be paid for
25 the reasonable costs of administration of the Settlement and distribution of payments from the
26 Gross Settlement Amount, which Settlement Administration Costs shall not exceed Thirteen
27 Thousand Dollars and Zero Cents (\$13,000.00). These costs, will include, *inter alia*, the required
28 tax reporting on the Individual Settlement Payments and Individual PAGA Payments, including

1 the issuing of 1099 IRS Forms, distributing Class Notices, maintaining a toll-free telephone
2 number, maintaining a settlement website, calculating Individual Settlement Payments and
3 Individual PAGA Payments, distributing the Gross Settlement Amount as set forth herein, and
4 providing necessary reports and declarations. The Settlement Administration Costs shall be paid
5 from the Gross Settlement Amount. Any funds allocated to Settlement Administration Costs but
6 not incurred by or otherwise paid to the Settlement Administrator will be included in the Net
7 Settlement Amount and distributed pro rata to the Settlement Class Members.

8 42. **PAGA Allocation.** The Parties agree to allocate Seven Thousand Five Hundred
9 Dollars and No Cents (\$7,500.00) from the Gross Settlement Amount to the resolution of all
10 claims related to the Aggrieved Employees arising under PAGA. Pursuant to PAGA, Seventy-
11 Five Percent (75%) of the PAGA allocation, or Five Thousand Six Hundred Twenty-Five Dollars
12 and Zero Cents (\$5,625.00), will be paid to the LWDA as the Labor & Workforce Development
13 Agency Payment, and the remaining Twenty Five Percent (25%) of the PAGA Allocation, or One
14 Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$1,875.00), will be allocated as
15 the PAGA Employee Allocation. Each Aggrieved Employee (including those who submit a
16 Request for Exclusion from the class settlement) shall receive an equal share of the PAGA
17 Employee Allocation if the employee worked 1 day during the PAGA Period, and the Individual
18 PAGA Payment which will be calculated by dividing the PAGA Employee Allocation by the
19 number of Aggrieved Employees who worked during the PAGA Period (including those who
20 submit a Request for Exclusion from the class settlement). The Settlement Administrator will
21 perform all calculations necessary to determine the Individual PAGA Payments based upon
22 information provided by Defendant with the Class List.

23 43. **Individual Settlement Payment Calculations for Class Claims.** Each Settlement
24 Class Member shall receive an equal share of the Net Settlement Amount if the Class Member
25 worked at least one day during the Class Period. The Net Settlement Amount shall be divided by
26 the total number of Settlement Class Members during the applicable Class Period. The Settlement
27 Administrator will perform all calculations necessary to determine the Individual Settlement
28 Payments based upon information provided by Defendant with the Class List. The entire Net

1 Settlement Amount will be disbursed to all Settlement Class Members (i.e., all Class Members
2 who do not submit timely and valid Requests for Exclusion). If there are any timely and valid
3 Requests for Exclusion from Class Members, the Settlement Administrator shall not include a
4 payment attributable to such individuals as part of the calculation of the total payments for all
5 Settlement Class Members so that the amount available for distribution to the Settlement Class
6 Members equals 100% of the Net Settlement Amount.

7 **44. Individual PAGA Payment to Aggrieved Employees.** Each Aggrieved
8 Employee shall receive an equal share of the PAGA Employee Allocation if the Aggrieved
9 Employee worked at least one day during the PAGA Period. The PAGA Employee Allocation
10 shall be divided by the total number of Aggrieved Employees during the PAGA Period. The
11 Settlement Administrator will perform all calculations necessary to determine the Individual
12 PAGA Payments based upon information provided by Defendant with the Class List. The entire
13 PAGA Employee Allocation will be disbursed to all Aggrieved Employees (regardless of whether
14 they submit a timely and valid Request for Exclusion).

15 **45. No Credit To Benefit Plans.** The Individual Settlement Payments made to
16 Settlement Class Members, and the Individual PAGA Payments made to Aggrieved Employees,
17 under this Settlement, as well as any other payments made pursuant to this Settlement, shall not be
18 utilized to calculate any additional benefits under any benefit plans to which any Class Members
19 may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans,
20 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan or
21 program sponsored by Defendants (collectively, the “Benefit Plans”). Rather, it is the Parties’
22 intention that this Settlement Agreement will not affect any rights, contributions, or amounts to
23 which any Class Members may be entitled under any Benefit Plans. The Parties further agree that
24 any payments made under the terms of this Settlement do not represent any modification of any
25 Class Member’s previously credited hours of service or other eligibility criteria and shall not be
26 considered wages, compensation, or earnings in any year for purposes of determining any
27 eligibility for, vesting of, credit to, or benefit accrual within, any Benefit Plans for purposes of
28 determining any rights, eligibility, hours of service, benefit accruals, contributions or amounts to

1 which any Class Member may be entitled with respect to any such Benefit Plans.

2 46. **Administration Process.** The Parties agree to cooperate in the administration of
3 the settlement and to make all reasonable efforts to control and minimize the costs and expenses
4 incurred in administration of the Settlement.

5 47. **Delivery of the Class List.** Within ten (10) business days of Preliminary
6 Approval, Defendant will provide the Class List to the Settlement Administrator. The Settlement
7 Administrator shall keep the names, addresses and other private/personal data contained on the
8 Class List strictly confidential and shall not disclose the information to any other person or entity.
9 To the extent there is a dispute regarding whether an individual is a member of the Class or is an
10 Aggrieved Employee, the Settlement Administrator shall decide based on Defendant's records and
11 any documents or information provided by the individual. To the extent the dispute cannot be
12 resolved by such records, the Administrator shall notify Defendant who will have ten (10)
13 business days to provide further documentation. If the dispute cannot be resolved by those
14 procedures, then the Administrator may share information on the Class List with Class Counsel to
15 the extent specifically authorized by the Class Member or Aggrieved Employee to allow Class
16 Counsel to advise that Class Member or assist that Class Member to resolve the dispute.

17 48. **Notice by First-Class U.S. Mail.** Within ten (10) business days after receiving the
18 Class List from Defendant, the Settlement Administrator will using the most current, known
19 mailing addresses identified in the Class List, perform a search based on the National Change of
20 Address Database, and send a Class Notice to all Class Members via regular First-Class U.S. Mail.
21 For Class Members whose email address is included on the Class List, the Settlement
22 Administrator also will send the Class Notice by email in addition to by First Class U.S. Mail.

23 49. **Confirmation of Contact Information in the Class List.** Prior to mailing, the
24 Settlement Administrator will perform a search based on the National Change of Address
25 Database for information to update and correct for any known or identifiable address changes.
26 Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the
27 Response Deadline will be sent via regular First-Class U.S. Mail to the forwarding address affixed
28 thereto. For any such returned notice, the Settlement Administrator will perform the re-mailing no

1 later than three (3) business days after receiving the returned notice with the forwarding address.
2 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
3 determine the correct address using a skip-trace, or other search using the name, address or Social
4 Security Number of the Class Member involved, and will then perform a single re-mailing no later
5 than five (5) business days after receiving the returned notice. For any re-mailed notice, the
6 Settlement Administrator will indicate the date of such re-mailing on the Class Notice.

7 **50. Class Notices.** All Class Members will be mailed a Class Notice (Notice Packet)
8 via First Class U.S. Mail and, where available, email. Each Class Notice will provide: (i)
9 information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms;
10 (iii) the Settlement Class definition; (iv) the estimated Individual Settlement Payment, the
11 estimated Individual PAGA Payment, and the formulas for calculating each; (v) the dates
12 comprising the Class Period and PAGA Period; (vi) instructions on how Class Members can
13 submit a Request for Exclusion or Objection; (vii) the deadlines by which the Class Member must
14 postmark or email Requests for Exclusion or Objections to the Settlement; and (ix) the claims to
15 be released by the Class Members and Aggrieved Employees. The Class Notice shall be in
16 substantially the same form as **Exhibit C** hereto, as approved by the Court.

17 **51. Disputed Information on Class Notices.** Class Members will have an opportunity
18 to dispute the information provided in their Class Notices. Defendant's records will be presumed
19 correct, but the Settlement Administrator will evaluate the evidence submitted by the Class
20 Member and will make the final decision as to the merits of the dispute, which decision shall be
21 final and unappealable by any Party or Class Member. All disputes will be resolved within ten
22 (10) business days of the Response Deadline. Within three (3) business days after resolution of a
23 dispute, the Settlement Administrator will inform the Class Member who submitted the dispute of
24 the final decision regarding the dispute.

25 **52. Request for Exclusion Procedures.** Any Class Member wishing to opt-out from
26 the Settlement must sign and postmark or email a written Request for Exclusion to the Settlement
27 Administrator within the Response Deadline. For a Request for Exclusion to be timely and valid,
28 it must (a) be written, (b) be signed by the Class Member requesting exclusion, (c) identify the

1 name of the Class Member requesting exclusion; (d) identify the action, (e) state that the Class
2 Member has reviewed the Class Notice regarding the settlement of this action and the
3 consequences of requesting exclusion from it, and wishes to be excluded from the settlement; (f)
4 be mailed or emailed to the Settlement Administrator at the mailing address or email address
5 provided in the Class Notice, and (g) be postmarked or emailed on or before the Response
6 Deadline. Requests for Exclusion must be mailed or emailed to the Settlement Administrator as
7 explained in the Class Notice and postmarked on or before the Response Deadline. The postmark
8 date or date stamp on the email will be the exclusive means to determine whether a Request for
9 Exclusion has been timely submitted. For emails, Pacific Daylight Time will be used to determine
10 the date of the email. Any Class Member who requests to be excluded from the class settlement
11 will not be entitled to any recovery under the class settlement provisions and will not be bound by
12 the terms of the class settlement (although the PAGA settlement and release provisions will apply
13 to each such individual, and such individuals shall be entitled to their share of the PAGA
14 Allocation) or have the right to object, appeal or comment thereon). The Settlement Administrator
15 shall provide Class Counsel with a declaration that attaches and authenticates all valid and timely
16 Requests for Exclusion received, which declaration Class Counsel shall file with the Court
17 concurrently with the motion seeking final approval of the Settlement.

18 53. **Defective Submissions.** If a Class Member’s Request for Exclusion is defective as
19 to the requirements listed herein, that Class Member will be given an opportunity to cure the
20 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
21 business days of receiving the defective submission to advise the Class Member that his or her
22 submission is defective and that the defect must be cured to render the Request for Exclusion
23 valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15)
24 calendar days from the date of the cure letter to postmark a revised Request for Exclusion. If the
25 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

26 54. **Option to Rescind the Settlement Agreement:** Defendant may elect to rescind
27 the Settlement if more than five percent (5%) of Class Members of the Settlement Class submit
28 timely and valid Requests for Exclusion. If Defendant exercises the conditional right to rescind, it

1 must do so by written communication to Class Counsel that is received by Class Counsel within
2 fourteen (14) calendar days of the Response Deadline. In the event Defendant exercises the
3 conditional right to rescind, Defendant will be responsible for all Settlement Administration Costs
4 incurred prior to notice to the Administrator of the rescission.

5 **55. Settlement Terms Bind All Class Members Who Do Not Opt-Out.** Any Class
6 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
7 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the
8 Released Claims, as well as any Judgment that may be entered by the Court if it grants final
9 approval to the Settlement.

10 **56. Objection Procedures.** To object to the Settlement Agreement, a Settlement Class
11 Member must timely submit to the Settlement Administrator a written Objection. For an
12 Objection to be valid, it must (a) be written, (b) be signed by the Settlement Class Member making
13 the objection, (c) identify the name of the Settlement Class Member making the objection; (d)
14 identify the action, (e) be mailed or emailed to the Settlement Administrator at the mailing address
15 or email address provided in the Class Notice, and (f) be postmarked or emailed on or before the
16 Response Deadline. The Class Notice will also advise that any Objection should explain the
17 reason for the objection, provided any facts that support the objection, and provide the most recent
18 mailing address, telephone number and/or other contact information of the Settlement Class
19 Member. The Settlement Administrator will forward copies of all written Objections to both Class
20 Counsel and counsel for the Defendant within three (3) calendar days of receipt. The postmark
21 date or email stamp date will be deemed the exclusive means for determining whether a written
22 Objection is timely. For emails, Pacific Daylight Time will be used to determine the date of the
23 email. At the Court's discretion, any Settlement Class Member may also object by appearing at
24 the Final Approval Hearing, regardless of whether such Settlement Class Member submits a
25 written Objection. Only those Settlement Class Members who do not submit a Request for
26 Exclusion may object to the Settlement. At no time will any of the Parties or their counsel seek to
27 solicit or otherwise encourage Class Members to submit written or oral objections to the
28 Settlement Agreement or appeal from the Final Approval and Judgment thereon. Class Counsel

1 will not represent any Class Members with respect to any such objections to this Settlement. The
2 Settlement Administrator shall provide Class Counsel with a declaration that attaches and
3 authenticates all Objections received, which declaration Class Counsel shall file with the Court
4 concurrently with the motion seeking final approval of the Settlement.

5 If the date, time or place of the Final Approval hearing is changed from what is stated in
6 the Class Notice, Class Counsel will provide written notice by U.S. mail and/or email of such a
7 change to any Class Member who submits a timely Notice of Objection on or before Response
8 Deadline. Such written notice will be provided to such objecting Class Members by the end of the
9 Response Deadline or within five (5) business days after receiving notice from the Court of such
10 change, whichever is later.

11 57. **Certification Reports.** The Settlement Administrator will provide all counsel with
12 a weekly report that certifies the number of Class Members who have submitted valid Requests for
13 Exclusion, and whether any Class Member has submitted a challenge to any information contained
14 in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both
15 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
16 requested.

17 58. **Distribution of Settlement Payments.** All settlement payments will be distributed
18 within ten (10) business days of the funding of the QSA, at which time the Settlement
19 Administrator will issue the Court-approved payments to: (i) Settlement Class Members; (ii)
20 Aggrieved Employees, (iii) the LWDA; (iv) Plaintiff; (v) Class Counsel; and (vi) itself for the
21 Settlement Administration Costs.

22 59. **Uncashed Settlement Checks.** Class Members will have 180 days to cash their
23 applicable settlement checks. If any checks remain uncashed after 180 days from the date of
24 issuance, the funds represented by those checks and funds represented by Individual Settlement
25 Payment or Individual PAGA Payment checks returned as undeliverable will be donated to Legal
26 Aid at Work or other Court-approved cy pres beneficiary.

27 60. **Certification of Completion.** Upon completion of administration of the
28 Settlement, the Settlement Administrator will provide a written declaration under oath to certify

1 such completion to the Court and counsel for all Parties.

2 61. **Tax Treatment.** All Individual Settlement Payments will be allocated to penalties
3 and interest for which IRS Forms 1099–MISC will be issued. All Individual PAGA Payments
4 will be allocated One Hundred Percent (100%) to penalties for which IRS Forms 1099-MISC will
5 be issued.

6 62. **Administration of Taxes by the Settlement Administrator.** The Settlement
7 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, and Class
8 Counsel any 1099–MISC, or other tax forms as may be required by law for all amounts paid
9 pursuant to this Settlement. The Settlement Administrator will also be responsible for calculating
10 and forwarding all taxes, if any, and penalties to the appropriate government authorities.

11 63. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
12 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
13 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
14 action, cause of action or right herein released and discharged.

15 64. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not
16 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for
17 any other reason, then this Settlement Agreement, and any documents generated to bring it into
18 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this
19 Settlement Agreement will likewise be treated as void from the beginning.

20 65. **Preliminary Approval Hearing.** Plaintiff will obtain a hearing before the Court to
21 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval
22 Order. Class Counsel will provide Defendant with a reasonable period of time to review and
23 approve the Preliminary Approval papers prior to Plaintiff filing the motion. The Preliminary
24 Approval Order will provide for the Notice Packet to be sent to all Class Members and Aggrieved
25 Employees as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff
26 will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will
27 include the proposed Class Notice, which is attached hereto as **Exhibit C**.

28 66. **Final Settlement Approval Hearing and Entry of Judgment.** Upon expiration

1 of the deadline to postmark or email Requests for Exclusion and Objections, and with the Court's
2 permission, a Final Approval Hearing will be conducted to determine the Final Approval of the
3 Settlement, along with the amounts properly payable for: (i) Individual Settlement Payments and
4 Individual PAGA Payments; (ii) the Labor & Workforce Development Agency Payment; (iii) the
5 Enhancement Payments; (iv) Attorney's Fees and Costs; and (v) all Settlement Administration
6 Costs. The Final Approval Hearing will not be held earlier than forty-five (45) calendar days after
7 the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to
8 obtain final approval. Class Counsel will provide Defendant with a reasonable period of time to
9 review and approve the Final Approval papers prior to Plaintiff filing the motion.

10 67. **Notice to the LWDA.** On or before the date on which the Motion for Preliminary
11 Approval of Settlement is filed with the Court, Class Counsel will provide notice to the LWDA of
12 the settlement and its terms as required by PAGA. Within ten (10) days after entry of the Final
13 Approval, Class Counsel shall provide a copy of the Final Approval and Judgment to the LWDA
14 as required by PAGA.

15 68. **Judgment and Continued Jurisdiction.** Upon final approval of the Settlement
16 by the Court, the Parties will present the Judgment to the Court for its approval. After entry of the
17 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the
18 interpretation and enforcement of the terms of the Settlement, (ii) settlement administration
19 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set
20 forth in this Settlement Agreement.

21 69. **Release by Plaintiff.** Upon the Effective Date, in addition to the claims being
22 released by all Settlement Class Members and all Aggrieved Employees, Plaintiff will release and
23 forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and
24 all claims, known and unknown, asserted and not asserted, suspected or unsuspected, foreseen or
25 unforeseen, actual or contingent, liquidated or unliquidated, and punitive or compensatory which
26 Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement
27 Agreement, including but not limited to any claims arising from or related to her employment with
28 Defendant or the termination of that employment. To the extent the foregoing releases are releases

1 to which Section 1542 of the California Civil Code or similar provisions of other applicable law
2 may apply, Plaintiff expressly waives any and all rights and benefits conferred upon her by the
3 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law,
4 which are as follows:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
6 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
7 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
8 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
9 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
10 **THE DEBTOR OR RELEASED PARTY.**

11 70. **Exhibits Incorporated by Reference.** The terms of this Settlement Agreement
12 include the terms set forth in the attached Exhibits, which is incorporated by this reference as
13 though fully set forth herein. Any Exhibit to this Settlement Agreement is an integral part of the
14 Settlement.

15 71. **Entire Agreement.** This Settlement Agreement and attached Exhibits constitute
16 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
17 agreements may be deemed binding on the Parties. The Parties expressly recognize California
18 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide
19 that a written agreement is to be construed according to its terms and may not be varied or
20 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
21 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

22 72. **Amendment or Modification.** No amendment, change, or modification to this
23 Settlement Agreement will be valid unless in writing and signed by the Parties, except that the
24 Parties' counsel may stipulate to non-material changes requested by the Court.

25 73. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
26 warrant and represent they are expressly authorized by the Parties whom they represent to
27 negotiate this Settlement Agreement and to take all appropriate action required or permitted to be
28 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute

1 any other documents required to effectuate the terms of this Settlement Agreement. The Parties
2 and their counsel will cooperate with each other and use their best efforts to affect the
3 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
4 content of any document needed to implement the Settlement, or on any supplemental provisions
5 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
6 assistance of the Court to resolve such disagreement.

7 74. **Binding on Successors and Assigns.** This Settlement Agreement will be binding
8 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
9 defined.

10 75. **California Law Governs.** All terms of this Settlement Agreement and the
11 Exhibits hereto will be governed by and interpreted according to the laws of the State of
12 California.

13 76. **Execution and Counterparts.** This Settlement Agreement is subject only to the
14 execution of all Parties. The Settlement Agreement may be executed in one or more counterparts.
15 All executed counterparts and each of them, including facsimile and scanned copies of the
16 signature page, will be deemed to be one and the same instrument provided that counsel for the
17 Parties will exchange among themselves original signed counterparts.

18 77. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties
19 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and
20 have arrived at this Settlement after adversarial and arm's-length negotiations, in the context of
21 adversarial litigation, and taking into account all relevant factors, present and potential. The
22 Parties further acknowledge that they are each represented by competent counsel and that they
23 have had an opportunity to consult with their counsel regarding the fairness and reasonableness of
24 this Settlement.

25 78. **Invalidity of Any Provision.** Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
27 extent possible consistent with applicable precedents so as to define all provisions of this
28 Settlement Agreement valid and enforceable.

1 79. **Waiver of Certain Appeals.** The Parties agree to waive appeals; except, however,
2 that either party may appeal any court order that materially alters the Settlement Agreement's
3 terms.

4 80. **Non-Admission of Liability.** The Parties enter into this Settlement to resolve the
5 dispute that has arisen between them and to avoid the burden, expense and risk of continued
6 litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that
7 it violated any federal, state, or local law; violated any regulations or guidelines promulgated
8 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
9 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
10 engaged in any other unlawful conduct with respect to their employees. Neither this Settlement
11 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will
12 be construed as an admission or concession by Defendant of any such violations or failures to
13 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
14 Settlement, this Settlement Agreement and its terms and provisions will not be offered or received
15 as evidence in any action or proceeding to establish any liability or admission on the part of
16 Defendants or to establish the existence of any condition constituting a violation of, or a non-
17 compliance with, federal, state, local or other applicable law.

18 81. **Waiver.** No waiver of any condition or covenant contained in this Settlement
19 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
20 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
21 right or remedy.

22 82. **Publicity.** The Parties and their counsel agree that they will not issue any press or
23 media releases about the Settlement, post information about the Settlement on any media site, or
24 publicize the Settlement in any way prior to the Preliminary Approval of the Settlement. The
25 parties and their Counsel further agree that they will not at any time issue any press or media
26 releases about the Settlement, or post information about the Settlement on any media site other
27 than the website created by the third party administrator for purposes of administering the
28 settlement, or engage in any advertising or distribution of any marketing materials relating to the

1 Settlement that in any manner identifies the Defendant, including but not limited to any postings
2 on any websites maintained by Class Counsel, except that Class Counsel may identify this
3 Settlement in other litigation matters to demonstrate to the Court in such other matters their
4 adequacy to serve as class counsel. This provision does not apply to prevent any necessary
5 disclosure to the Court or the LWDA to seek approval of the Settlement, any court filings or
6 Notices to be sent to Class Members by the Settlement Administrator, or the posting of the final
7 judgment of this Settlement on the Settlement Administrator's website to the extent required by
8 the Court in connection with approval of the Settlement.

9 **83. Enforcement Actions.** In the event that one or more of the Parties institutes any
10 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
11 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
12 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable Attorney's fees
13 and costs, including expert witness fees, incurred in connection with any enforcement actions.

14 **84. Mutual Preparation.** The Parties have had a full opportunity to negotiate the
15 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will
16 not be construed more strictly against one party than another merely by virtue of the fact that it
17 may have been prepared by counsel for one of the Parties, it being recognized that, because of the
18 arms-length negotiations between the Parties, all Parties have contributed to the preparation of this
19 Settlement Agreement.

20 **85. Representation By Counsel.** The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this Settlement
22 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
23 counsel. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on
24 the Settlement Agreement.

25 **86. All Terms Subject to Final Court Approval.** All amounts and procedures
26 described in this Settlement Agreement herein will be subject to final Court approval.

27 **87. Cooperation and Execution of Necessary Documents.** All Parties will cooperate
28 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms

1 of this Settlement Agreement.


2 88. **Binding Agreement.** The Parties warrant that they understand and have full
3 authority to enter into this Settlement Agreement, and further intend that this Settlement
4 Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible
5 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
6 confidentiality provisions that otherwise might apply under federal or state law.

7 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
8 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

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Dated: 12/14/2022, 2022

PLAINTIFF SHULIN CHEN

DocuSigned by:


Shulin Chen, Plaintiff

DEFENDANT LIVERAMP HOLDINGS, INC.

Dated: _____, 2022

Full Name: _____

Title: _____

On behalf of Defendants

APPROVED AS TO FORM

LAW OFFICES OF JEREMY PASTERNAK

Dated: _____, 2022

Attorneys for Plaintiff Shulin Chen

VEDDER PRICE

Dated: _____, 2022

Michelle Landry
Attorneys for Defendant LiveRamp Holdings, Inc.

1 of this Settlement Agreement.

2 **33. Binding Agreement.** The Parties warrant that they understand and have full
3 authority to enter into this Settlement Agreement, and further intend that this Settlement
4 Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible
5 and subject to discovery in any proceeding to enforce its terms, notwithstanding any mediation
6 confidentiality provisions that otherwise might apply under federal or state law.

7 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
8 Stipulation of Class Action and FACA Settlement between Plaintiff and Defendant.

9
10 **PLAINTIFF SHULIN CHEN**

11 Dated: _____, 2022

Shulin Chen, Plaintiff

12 **DEFENDANT LIVERAMP HOLDINGS, INC.**

13 Dated: 14 Dec, 2022

Full Name Ferris C. Jones

15 Title EVP
16 On behalf of Defendants
17

18
19 **APPROVED AS TO FORM**

20 **LAW OFFICES OF JEREMY PASTERNAK**

21 Dated: _____, 2022

22 Attorneys for Plaintiff Shulin Chen
23

24 **VEDDER PRICE**

25 Dated: _____, 2022

26 Michelle Landry
27 Attorneys for Defendant LiveRamp Holdings, Inc.
28

1 of this Settlement Agreement.

2 88. **Binding Agreement.** The Parties warrant that they understand and have full
3 authority to enter into this Settlement Agreement, and further intend that this Settlement
4 Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible
5 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
6 confidentiality provisions that otherwise might apply under federal or state law.

7 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
8 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

9
10 **PLAINTIFF SHULIN CHEN**

11 Dated: _____, 2022

Shulin Chen, Plaintiff

12
13 **DEFENDANT LIVERAMP HOLDINGS, INC.**

14 Dated: _____, 2022

Full Name: _____

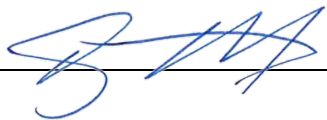
Title: _____

On behalf of Defendants

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19 **APPROVED AS TO FORM**

20 **LAW OFFICES OF JEREMY PASTERNAK**

21 Dated: 12/14/22 _____, 2022



22
23 Attorneys for Plaintiff Shulin Chen

24 **VEDDER PRICE**

25
26 Dated: _____, 2022

Michelle Landry
Attorneys for Defendant LiveRamp Holdings, Inc.

1 of this Settlement Agreement.

2 88. **Binding Agreement.** The Parties warrant that they understand and have full
3 authority to enter into this Settlement Agreement, and further intend that this Settlement
4 Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible
5 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
6 confidentiality provisions that otherwise might apply under federal or state law.

7 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
8 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

9
10 **PLAINTIFF SHULIN CHEN**

11 Dated: _____, 2022

Shulin Chen, Plaintiff

12
13 **DEFENDANT LIVERAMP HOLDINGS, INC.**

14 Dated: _____, 2022

Full Name: _____

Title: _____

On behalf of Defendants

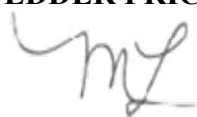
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18
19 **APPROVED AS TO FORM**

20 **LAW OFFICES OF JEREMY PASTERNAK**

21 Dated: _____, 2022

22
23 Attorneys for Plaintiff Shulin Chen

24 **VEDDER PRICE**



25
26 Dated: December 14, 2022

Michelle Landry

Attorneys for Defendant LiveRamp Holdings, Inc.