

Jahan C. Sagafi (SBN 224887)
Molly Frandsen (SBN 320094)
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
Facsimile: (415) 638-8810
Email: jsagafi@outtengolden.com
Email: mfrandsen@outtengolden.com

Michael J. Scimone *
Julio Sharp-Wasserman *
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
Facsimile: (646) 509-2060
Email: mscimone@outtengolden.com
Email: jsharp-wasserman@outtengolden.com

* admitted pro hac vice

Robert A. Dolinko (SBN 076256)
Chris Baker (SBN 181557)
Deborah Schwartz (SBN 208934)
BAKER CURTIS & SCHWARTZ, P.C.
One California St., Suite 1250
San Francisco, CA 94111
Telephone: (415) 433-1064
Fax: (415) 366-2525
Email: rdolinko@bakerlp.com
Email: cbaker@bakerlp.com
Email: dschwartz@bakerlp.com

*Attorneys for Plaintiffs and Aggrieved
Employees*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JOHN DOE, DAVID GUDEMAN, and
PAOLA CORREA on behalf of the State of
California and aggrieved employees,

Plaintiffs,

v.

GOOGLE, INC., ALPHABET,
INC., ADECCO USA INC., ADECCO
GROUP NORTH AMERICA and ROES 1
through 10,

Defendants.

PAUL HASTINGS LLP

Zachary P. Hutton (State Bar No. 234737)
Email: zachhutton@paulhastings.com
Cameron W. Fox (State Bar No. 218116)
Email: cameronfox@paulhastings.com
Brian A. Featherstun (State Bar No. 292625)
Email: brianfeatherstun@paulhastings.com
Eric D. Distelburger (State Bar No. 330042)
Email: ericdistelburger@paulhastings.com
101 California Street, 48th Floor
San Francisco, California 941 11
Telephone: (415) 856-7000
Facsimile: (415) 856-7100

*Attorneys for Defendants GOOGLE LLC,
GOOGLE INC, and ALPHABET, INC.*

Case No. CGC-16-556034

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Judge: The Honorable Ethan P.
Schulman

Date Action Filed: December 20, 2016
Trial Date: Not Set

1 This PAGA Representative Action Settlement Agreement and Release is made and entered into
2 between (1) “John Doe” (a pseudonym), Paola Correa, and DeWayne Cassel, on behalf of themselves
3 and the State of California (“Plaintiffs”), and (2) Defendants Google LLC and Alphabet Inc.
4 (collectively, “Google” or “Defendants”) (referred to collectively as the “Parties”), subject to approval
5 from the Court, as provided below.

6 The Parties intend this PAGA Representative Action Settlement Agreement and Release to fully,
7 finally, and forever resolve, discharge, and settle the Released PAGA Claims, upon and subject to the
8 terms and conditions hereof, as follows:

9 **1. DEFINITIONS**

10 **1.1 “Action”** refers to the civil action entitled *John Doe, Paola Correa, and DeWayne*
11 *Cassel, on behalf of the State of California and aggrieved employees vs. Google, Inc., Alphabet, Inc.,*
12 *Adecco USA Inc., Adecco Group North America, and Roes 1 through 10*, pending before Superior Court
13 of the state of California, for the County of San Francisco (the “Court”), No. CGC-16-556034.

14 **1.2 “Administration Costs”** refers to the amount to be paid to the Settlement
15 Administrator for fees and costs associated with administration of the settlement contemplated by this
16 Agreement, including costs for, among other things, printing, copying, formatting, translation of
17 materials, postage, envelopes, computer searches to locate addresses, calculation of payments to
18 individual PAGA Group Members, calculation of applicable withholdings and taxes (if required by law),
19 costs associated with the process for any uncashed settlement checks, and any other expenses the
20 Settlement Administrator incurs to complete administration of the settlement process according to the
21 terms of this Agreement.

22 **1.3 “Agreement” or “Settlement”** refers to this PAGA Representative Action
23 Settlement Agreement and Release.

24 **1.4 “Approval Order”** refers to the order issued and entered by the Court granting
25 the motion for approval of this Settlement.

26 **1.5 “Complaint”** means the Complaint filed by John Doe on December 20, 2016 in
27 the Action, and all amendments thereto.
28

1 **1.6** **“Court”** means Superior Court for the State of California, County of San
2 Francisco.

3 **1.7** **“Covered Period”** means the time period from October 16, 2015 to September
4 15, 2023. Within the Covered Period, **Period A** means the beginning of the Covered Period through
5 March 15, 2017, **Period B** means March 16, 2017 through May 19, 2019, and **Period C** means May 20,
6 2019 to the end of the Covered Period.

7 **1.8** **“Defendants”** or **“Google”** means Google Inc., Google LLC, and Alphabet Inc.

8 **1.9** **“Defendants’ Counsel”** refers to Paul Hastings LLP.

9 **1.10** **“Effective Date”** refers to the earliest date, following entry by the Court of the
10 Judgment, upon which one of the following has occurred: (i) expiration of all potential appeal periods
11 without a filing of a notice of appeal of the Judgment; (ii) final affirmance of the Judgment by an
12 appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including
13 any petitions for review, rehearing, certiorari, etc.) such that the Judgment is no longer subject to further
14 judicial review.

15 **1.11** **“Eligible Pay Period”** refers to a pay period during the Covered Period in which
16 a PAGA Group Member was employed by Defendants in California.

17 **1.12** **“Individual Settlement Payment”** refers to the amount calculated by the
18 Settlement Administrator to be distributed to each individual PAGA Group Member, which in the
19 aggregate shall total twenty-five percent (25%) of the Net Settlement Amount, equaling one hundred
20 percent (100%) of the PAGA Distribution Fund.

21 **1.13** **“Judgment”** refers to the final judgment by the Court after it enters the Approval
22 Order.

23 **1.14** **“LWDA”** refers to the California Labor & Workforce Development Agency.

24 **1.15** **“LWDA Payment”** refers to the seventy-five percent (75%) of the Net Settlement
25 Amount that constitutes the LWDA’s share of the settlement of civil penalties paid under this Settlement
26 pursuant to PAGA.

27 **1.16** **“Net Settlement Amount”** refers to the Total Settlement Amount minus the
28 Administration Costs, Attorneys’ Fees and Costs, and the PAGA Representative Service Awards. The

Net Settlement Amount shall include all Individual Settlement Payments due to PAGA Group Members and the LWDA Payment. The Net Settlement Amount is the maximum amount that shall be available for distribution to the LWDA and PAGA Group Members.

1.17 “Operative Complaint” means the Sixth Amended and Supplemental Complaint.

1.18 “PAGA” refers to the Labor Code Private Attorneys General Act of 2004.

1.19 “PAGA Distribution Fund” refers to the twenty-five percent (25%) of the Net Settlement Amount that will be distributed to PAGA Group Members.

1.20 “PAGA Group List” means that database that Google will provide to the Settlement Administrator containing the names, last known addresses and telephone numbers, Social Security numbers, email addresses, and Eligible Pay Period counts of all PAGA Group Members.

1.21 “PAGA Group Members” means all current and former employees of Defendants in California who were employed by Google at any time during the Covered Period. The PAGA Group Members do not include (1) “TVCs” (temporary employees, vendors, or contractors) performing work at Google but formally employed by entities other than Defendants or (2) employees of Defendants in positions of Senior Vice President (job level 13) or higher.

1.22 “PAGA Notice Letter” refers to the letter which the Settlement Administrator shall mail to the PAGA Group Members, together with their Settlement Checks, a copy of which is attached as **Exhibit A**.

1.23 “PAGA Representatives” means the Plaintiffs and David Gudeman.

1.24 “Parties” refers to Plaintiffs and Defendants.

1.25 “Plaintiffs” refers to John Doe” (a pseudonym), DeWayne Cassel and Paola Correa.

1.26 “Plaintiffs’ Counsel” refers to Outten & Golden LLP and Baker Curtis & Schwartz P.C.

1.27 “Qualified Settlement Fund” or “QSF” refers to the account established by the Settlement Administrator for the Total Settlement Amount paid by Defendants. The QSF will be

controlled by the Settlement Administrator subject to the terms of this Agreement and the Court's Approval Order. Interest, if any, earned on the QSF shall become part of the Total Settlement Amount.

1.28 "Released Parties" means Google, its current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other affiliates and related entities, as well as its current and former directors, executives, employees, attorneys and agents. Notwithstanding the foregoing, the Released Parties do not include Adecco USA Inc. or any other staffing firm that provides employees to the Released Parties to work at Google, and no such staffing firm (including Adecco) is releasing any claims through this settlement.

1.29 "Service Awards" refers to any payment that the Court awards to the PAGA Representatives as an incentive, service, or enhancement for their participation in the Action with respect to Google, including their participation and resolution of the non-PAGA claims against Google seeking public injunctive relief.

1.30 "Settlement Administrator" refers to the third-party administrator, who the Parties mutually select, subject to Court approval, to perform the settlement administration and distribution of payment functions further described in this Settlement.

1.31 "Settlement Checks" refers to checks issued to PAGA Group Members for their Individual Settlement Payment, calculated in accordance with this Agreement.

1.32 "Total Settlement Amount" refers to the maximum settlement payment Defendants may be obligated to make in connection with the Settlement, which in this case is no more than Twenty-Seven Million Dollars (\$27,000,000.00). This sum shall include all Individual Settlement Payments made to PAGA Group Members, Administration Costs, the PAGA Representative Service Awards, the LWDA Payment, and the Attorneys' Fees and Costs, as set forth below. No portion of the Total Settlement Amount shall revert to Defendants. The Parties stipulate that beyond the Total Settlement Amount, Defendants shall not owe any further monies to the Plaintiffs, the PAGA Representatives, the PAGA Group Members, the LWDA, or to Plaintiffs' Counsel for the Released Claims.

2. PROCEDURAL HISTORY AND RECITALS

2.1 The Action. On December 20, 2016, Plaintiff Doe filed the original complaint in this Action, seeking relief under PAGA based on allegations that Google Inc. adopted and enforced unlawful policies and practices, and required employees to agree to and sign certain unlawful documents, in violation of the California Labor Code. Through amendments to the original complaint, PAGA Representatives Correa and Gudeman joined the Action as plaintiffs, and Google LLC, Alphabet Inc., and Adecco USA Inc. were added as defendants. Google denied the allegations and contended that it complied with all applicable laws.

2.2 Plaintiffs' Counsel's Investigation. Plaintiffs' Counsel thoroughly investigated the claims against Defendants in the Action and analyzed all applicable defenses raised by Defendants. The Parties have engaged in substantial discovery with the close supervision of the Court.

2.3 Negotiation of Settlement. Plaintiffs' Counsel engaged in arms-length negotiations with Defendants at mediations on March 22, 2018 (conducted by David Rotman) and April 19, 2022 (conducted Tony Piazza and Stephanie Chow). These mediations did not immediately resolve the Released Claims. Thereafter, the Parties resumed engaging in mediated settlement negotiations with the aid of Stephanie Chow in July 2023. The Parties reached an agreement in principle, and executed a Memorandum of Agreement, on or around September 1, 2023.

2.4 Fair, Adequate, and Reasonable Settlement. The Parties agree that the Settlement is fair, reasonable, and adequate under applicable law and will so represent to the Court.

2.5 The Parties' Intent. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of action, obligations or liability of any and every kind that were or could have been asserted in the Action.

2.6 The Parties' Agreement to Cooperate. The Parties agree to cooperate and to take all steps necessary and appropriate to effectuate all aspects of this Settlement.

3. SETTLEMENT ADMINISTRATOR

3.1 Settlement Administrator. The Parties shall request that the Court appoint Rust Consulting as Settlement Administrator. All disputes relating to the Settlement Administrator's performance of its duties, after good-faith efforts by the Parties to first resolve such disputes, will be

referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all payments and obligations contemplated by this Settlement have been fully completed.

3.2 Responsibilities of the Settlement Administrator. The Settlement Administrator shall be responsible for: preparing, printing, calculating, and/or disseminating to PAGA Group Members the PAGA Notice Letter and Settlement Checks; performing a skip trace up to two (2) times and resending, within one day of receipt, any Settlement Checks returned without a forwarding address or resending to those with a new forwarding address; responding to requests or communications made by the Parties; preparing, sending, and/or wire transferring to Plaintiffs' Counsel's approved Costs and Fees and PAGA Representative Service Awards in accordance with this Agreement and the Approval Order; remitting the LWDA Payment to the LWDA; responding to inquiries of Plaintiffs' Counsel and Defendants' Counsel consistent with the Settlement Administrator's duties specified herein; referring inquiries to Plaintiffs' Counsel as appropriate; promptly apprising counsel for the Parties of the activities of the Settlement Administrator; maintaining adequate records of its activities, including the dates of mailings and re-mailings discussed herein; providing a compliance affidavit if requested by the parties; establishing and administering the QSF; calculating and distributing the Individual Settlement Payments in accordance with the Court's Approval Order and the Plan of Allocation, as provided herein, and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; and such other tasks as set forth herein, or as the Parties mutually agree.

3.3 Data for Settlement Administrator. Within ten (10) calendar days of the Effective Date, Defendants shall provide to the Settlement Administrator the PAGA Group List.

4. DISTRIBUTION OF SETTLEMENT PROCEEDS

4.1 Funding of Total Settlement Amount. The Settlement Administrator will provide Defendants with ACH information and a completed W-9 within five (5) days after the Approval Order. Defendants will transfer the Total Settlement Amount via ACH, for placement in a Qualified Settlement Fund, within sixty (60) days after the Administrator provides Defendants with ACH information and a completed W-9 form. However, in no event will Defendants fund the Settlement

1 before the Effective Date. Any interest earned on the Total Settlement Amount will become a part of
2 the Total Settlement Amount.

3 **4.2 Attorneys' Fees and Costs.** Plaintiffs and their Counsel intend to move for an
4 award of fees and costs to be paid from the Common Fund created by the Settlement. Defendants agree
5 not to oppose this motion so long as the motion does not seek fees above one-third (1/3) of the Gross
6 Settlement Amount and (b) costs and expenses of suit supported by adequate documentation by
7 Plaintiffs' Counsel (collectively referred to as "Attorneys' Fees and Costs"). Except as provided in this
8 Settlement, Defendants shall have no liability for any other Attorneys' Fees or Costs. Plaintiffs'
9 Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made
10 pursuant to this subparagraph and agrees to indemnify and hold harmless Defendants from any claim or
11 liability for taxes, penalties or interest for which Plaintiffs' Counsel are responsible as a result of the
12 payment or any allocation of the payment made pursuant to this paragraph. Plaintiffs' Counsel shall
13 provide a W-9 to the Settlement Administrator, and an IRS Form 1099 shall be provided by the
14 Settlement Administrator to Plaintiffs' Counsel for the total payment made pursuant to this
15 subparagraph.

16 **4.2.1 Approval of Attorneys' Fees and Costs Not Material.** The Court's
17 approval of the Attorneys' Fees and Costs is not a material term of the Settlement. If the Court does not
18 approve or approves only a lesser amount than that requested by Plaintiffs' Counsel for Attorneys' Fees
19 or Costs, the other terms of this Settlement shall remain in effect. The Court's refusal to approve the
20 Attorneys' Fees or Costs requested by Plaintiffs' Counsel does not give Plaintiffs or Plaintiffs' Counsel
21 any basis to abrogate the Settlement. Any amount of the Attorneys' Fees and Costs requested by
22 Plaintiffs' Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

23 **4.2.2 Timing of Payment of Attorneys' Fees and Costs.** The Settlement
24 Administrator shall pay to Plaintiffs' Counsel any approved Attorneys' Fees and Costs upon request
25 after the Effective Date.

26 **4.3 Service Award Payments to PAGA Representatives.** Plaintiffs intend to move
27 for Service Awards to be paid from the Common Fund created by the Settlement. Defendants agree not
28 to oppose this motion so long as the motion does not seek Service Awards that, in the aggregate, exceed

1 more than \$120,000. Any Service Award approved by the Court would be in addition to the PAGA
2 Representatives' Individual Settlement Payment. Any payments made pursuant to this paragraph will be
3 paid in a lump sum to each awardee, without payroll tax deductions and withholding, and the PAGA
4 Representatives will be issued a Form 1099 with respect to the payment.

5 **4.3.1 Approval of Service Award Not Material.** The Court's approval of the
6 Service Award is not a material term of this Agreement. If the Court does not approve or approves only
7 a lesser amount than that requested for the Service Awards, then the other terms of this Agreement shall
8 remain in effect. To the extent that the Court approves less than the Service Awards requested by
9 Plaintiffs, the difference will be included in the Net Settlement Amount.

10 **4.3.2 Timing and tax reporting of Service Award.** The Settlement
11 Administrator shall pay any Service Award upon request after the Effective Date. The Settlement
12 Administrator shall issue an IRS Form 1099 to Named Plaintiff for the Service Award.

13 **4.4 Administration Costs.** The parties estimate that Administration Costs will not
14 exceed \$153,900. If costs exceed that amount, the Settlement Administrator will inform Plaintiffs
15 promptly, before incurring any such costs, and Plaintiffs shall request approval for any reasonable
16 additional costs from the Court. The Administration Costs will be paid from the Gross Settlement
17 Amount, and any funds reserved to cover Administration Costs but not spent on administration shall be
18 included in the Net Settlement Amount. Upon completion of administration of the Settlement set forth
19 in this Agreement, the Settlement Administrator shall provide written certification of such completion to
20 Plaintiffs and Google.

21 **4.4.1 Timing of Payment of Administration Costs.** The Settlement
22 Administrator may pay itself any approved Administration Costs from the Total Settlement Amount at
23 any time after the Effective Date.

24 **4.4.2 Approval of Administration Costs Not Material.** The Court's approval
25 of the Administration Costs is not a material term of this Agreement. If the Court does not approve
26 particular Administration Costs, then the other terms of this Agreement shall remain in effect.

1 **4.5 LWDA Payment.** The Parties will seek approval from the Court for an LWDA
2 Payment consisting of seventy-five percent (75%) of the Net Settlement Amount as the LWDA's
3 proportionate share of the settlement of civil penalties paid under this Settlement pursuant to PAGA.

4 **4.6 Timing of the LWDA Payment.** The Settlement Administrator shall pay the
5 LWDA Payment to the LWDA within ten (10) calendar days after the Effective Date.

6 **4.7 PAGA Distribution Fund.** The remaining twenty-five percent (25%) of the Net
7 Settlement Amount will constitute the "PAGA Distribution Fund" for distribution to PAGA Group
8 Members.

9 **4.7.1 Plan of Allocation.** Each PAGA Group Member's Individual Settlement
10 Payment will be calculated as follows. Each PAGA Group Member will receive five (5) Points for pay
11 periods employed in California during Period A, zero (0) Points for pay periods employed in California
12 during Period B, and one (1) Point for pay periods employed in California during Period C. Each
13 Individual Settlement Payment will equal (1) a Fixed Payment of twenty dollars (\$20), which shall be
14 the same for all PAGA Group Members regardless of their number of pay periods in the Covered Period
15 or when those pay periods occurred, plus (2) a Variable Payment calculated as the portion of the PAGA
16 Distribution Fund remaining after allocation of all Fixed Payments times that PAGA Group Member's
17 proportionate share of all Points attributable to all PAGA Group Members.

18 **4.7.2** The Settlement Administrator will calculate all Individual Settlement
19 Payments to PAGA Group Members, the LWDA Payment, the Service Awards, the Plaintiffs' Counsel
20 Fees and Expenses Payment, and the Settlement Administrator's fees and expenses in accordance with
21 the Court's orders, the Settlement, and the Plan of Allocation, and it will provide the Parties with its
22 calculations for the Parties' review.

23 **4.8 Timing and Tax Reporting of the Individual Settlement Payments.** The
24 Settlement Administrator shall issue a Settlement Check to each PAGA Group Member for their
25 Individual Settlement Payment, along with the PAGA Notice Letter, no later than thirty (30) calendar
26 days after receiving the PAGA Group List. Prior to mailing, the Settlement Administrator will update
27 the mailing addresses contained in the PAGA Member Data against the National Change of Address
28 Database. Individual Settlement Payments will be characterized entirely as Form 1099 income.

1 **4.9 Undeliverable or Uncashed Checks.** Any Individual Settlement Payment
2 checks returned to the Settlement Administrator as undeliverable shall be sent within five (5) calendar
3 days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is
4 provided, the Settlement Administrator shall attempt to determine the correct address using a single
5 computer skip-trace search, and it shall then perform a re-mailing within five (5) calendar days. Any
6 Individual Settlement Payment checks that remain undeliverable or uncashed one hundred eighty (180)
7 calendar days after the postmarked date of the initial mailing of the Individual Settlement Payments will
8 be cancelled and the funds associated with such checks will be sent to the California State Controller's
9 Office Unclaimed Property Fund in the names of such PAGA Group Members. The Settlement
10 Administrator shall notify Plaintiffs' Counsel and Defendants' Counsel of any undeliverable checks.

11 **4.10 Tax Payment Considerations.** Plaintiffs' Counsel and Defendants and their
12 counsel are not giving any tax advice in connection with the Settlement or any payments to be made
13 pursuant to the Settlement.

14 **5. RELEASES**

15 **5.1 Release by PAGA Group Members.** As of the Effective Date, Plaintiffs, on
16 behalf of themselves, the State of California, the LWDA, and the PAGA Group Members fully release
17 and discharge Google and the Released Parties from any and all claims for relief under PAGA, whether
18 termed "individual" or "representative," of whatever kind or nature, whether known or unknown, arising
19 during the Covered Period based on or reasonably related to the facts and claims alleged by Plaintiffs in
20 the Action and Plaintiffs' notice letters to the LWDA including, but not limited to claims under
21 California Labor Code sections 98(k), 98.6, 232, 232.5, 432.5, 1101, 1102, 1102.5, and 1197.5(j)-(k)
22 and any resulting claim for attorneys' fees and costs under PAGA (the "Released Claims").

23 **5.2 Additional Releases by PAGA Representatives.** The PAGA Representatives
24 release any and all known and unknown claims alleged in the Action against the Released Parties arising
25 at any time before the PAGA Representative signed the Memorandum of Agreement in this Action,
26 ("Representative Released Claims"), and waive the protection of California Civil Code section 1542 as
27 it relates to the Representative Released Claims. With respect to the Representative Released Claims
28 only, the Parties stipulate and agree that, if or when the Effective Date occurs, the PAGA

Representatives shall have individually, by operation of the judgment and approval order entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

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

5.3 No Admission of Liability. By entering into this Settlement, Defendants in no way admit any violation of law or any liability whatsoever to the PAGA Representatives or PAGA Group Members. The Parties understand and agree that this Settlement shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Settlement. The Parties agree that, to the extent permitted by law, this Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement.

6. SETTLEMENT APPROVAL PROCEDURE

6.1 Settlement Approval. The Parties will cooperate in seeking approval of the Settlement, including through Plaintiffs providing a draft of their Motion for Settlement Approval to Google five days before Plaintiffs file it. Plaintiffs will consider in good faith all comments and input provided by Defendants. In addition, Google will have the right to file its own brief in support of or in response to the Motion. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement. The Parties agree that the LWDA and PAGA Group Members can comment on (including object to) the Settlement, but there is no statutory right for any PAGA Group Member to opt out or otherwise exclude themselves from the Settlement.

6.2 Effect of Failure to Obtain Approval. If the Court does not approve the Settlement and issue the Final Order as requested, the Parties will meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the

1 Court's concerns. If the Court does not grant approval of the Settlement, or if the Court's approval of
2 the Settlement is reversed or materially modified on appellate review, then the Settlement will become
3 null and void. A modification of Plaintiffs' Counsel's Fees and Expenses Payment, of the PAGA
4 Representative Service Awards, or of the Plan of Allocation shall not be deemed a material modification
5 of the Settlement.

6 **6.3 Provision of Judgment to LWDA.** Plaintiffs shall submit a copy of the
7 Judgment in this Action and a copy of any other order providing for or denying an award of civil
8 penalties to the LWDA within ten (10) days after entry of the Judgment and/or order, in compliance with
9 section 2699(l)(3) of the California Labor Code. If Plaintiffs fail to satisfy this condition in strict
10 compliance with section 2699(l)(3) of the California Labor Code, Defendants shall promptly notify
11 Plaintiffs and cooperate in remedying the noncompliance to pursue approval and finality of the
12 Settlement

13 **7. MISCELLANEOUS**

14 **7.1 Representations and Warranties.** The parties represent and warrant that they
15 are aware of no PAGA notices or complaints filed, threatened, or contemplated against Google alleging
16 claims that overlap with those alleged in this Action. Each Party will immediately advise the other of
17 any change in circumstances or facts that render these representations and warranties incomplete or
18 untrue.

19 **7.2 Confidentiality Proceeding Court Approval.** Prior to filing of the Motion for
20 Settlement Approval, Plaintiffs and their attorneys will not issue any press or other media releases or
21 have any communication with the press or media or anyone other than family members, clients, PAGA
22 Group Members, financial advisors, retained experts, vendors, and Google's co-defendant Adecco in
23 this Action, regarding the Settlement, other than to respond by reference to already-filed publicly
24 available information in response to press inquiries.

25 **7.3 Parties' Authority.** The signatories hereto represent that they are fully
26 authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms stated
27 herein.
28

1 **7.4 Representation by Counsel.** The Parties acknowledge that they have been
2 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and
3 that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

4 **7.5 Entire Agreement.** This Settlement constitutes the entire agreement between the
5 Parties with regard to the subject matter contained herein, and supersedes any other agreements,
6 understandings, or representations between the Parties.

7 **7.6 Arms' Length Negotiation; Materiality of Terms.** The Parties have negotiated
8 all the terms and conditions of this Agreement at arms' length. All terms and conditions of this
9 Agreement in the exact form set forth in this Agreement are material to this Agreement and have been
10 relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

11 **7.7 Counterparts.** This Settlement may be executed in counterparts, and when each
12 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
13 original, and when taken together with other signed counterparts, shall constitute one signed Settlement,
14 which shall be binding upon and effective as to all Parties.

15 **7.8 Facsimile or Scanned Signatures.** Any party may sign and deliver this
16 Settlement by signing on the designated signature block and transmitting that signature page via
17 facsimile, DocuSign, or as an attachment to an e-mail to counsel for the other party. Any signature
18 made and transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this
19 Settlement shall be deemed an original signature for purposes of this Settlement and shall be binding
20 upon the party who transmits the signature page.

21 **7.9 Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the
22 terms of this Agreement, whether purportedly made before or after the Court's approval of this
23 Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then
24 only to the extent set forth in such written waiver, modification or amendment, subject to any required
25 Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any
26 of the provisions of this Agreement shall not be deemed a waiver of future performance of the same
27 provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such
28

1 failure, shall have the right thereafter to insist upon the specific performance of any and all of the
2 provisions of this Agreement.

3 **7.10 Construction.** The determination of the terms and conditions of this Settlement
4 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
5 Settlement, and the terms and conditions of this Settlement are not intended to be, and shall not be,
6 construed against any party by virtue of draftsmanship.

7 **7.10.1 Captions.** The captions or headings of the sections and paragraphs of this
8 Settlement have been inserted for convenience of reference only and shall have no effect upon the
9 construction or interpretation of any part of this Settlement.

10 **7.10.2 Invalidity of Any Provision.** Before declaring any provision of this
11 Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
12 possible consistent with applicable precedents so as to render all provisions of this Settlement valid and
13 enforceable.

14 **7.11 Binding on Successors and Assigns.** This Agreement will be binding upon, and
15 inure to the benefit of, the successors or assigns of the Parties hereto.

16 **7.12 No Assignment.** Plaintiffs represent and warrant that they have not assigned or
17 transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or
18 interest therein, including, but not limited to, any interest in the Action, or any related action.

19 **7.13 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
20 implementation of this Settlement as well as any and all matters arising out of, or related to, the
21 implementation of this Settlement. Except as otherwise provided in this Agreement, the Court shall not
22 have jurisdiction to modify the terms of the Settlement without the consent of all of the Parties.

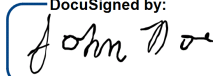
23 **7.14 Governing Law.** This Settlement was made and entered into in the State of
24 California. All terms of this Settlement shall be governed by and interpreted according to the laws of
25 the State of California.

SO AGREED AND STIPULATED:

Plaintiffs

DATED: 10/5/2023, 2023

By:

DocuSigned by:

76EAB75D2C1243B...

John Doe (a pseudonym)

DATED: _____, 2023

By:

Paola Correa

DATED: _____, 2023

By:

DeWayne Cassel

SO AGREED AND STIPULATED:

Plaintiffs

DATED: _____, 2023

By: _____

John Doe (a pseudonym)

10/5/2023

DATED: _____, 2023

By: _____

Paola Correa

DocuSigned by:

Paola Correa

GB45899CA0514AF...

10/5/2023

DATED: _____, 2023

By: _____

DeWayne Cassel

DocuSigned by:

DeWayne Cassel

56E30379948540D...

1 DATED: _____, 2023

Defendant Google LLC

2
3 By: 

4 Michael Pryl
5 Director, Legal - Employment
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Notice of Settlement of PAGA Representative Action
Doe v. Google, San Francisco Superior Court, Case No. CGC-16-556034

You are receiving this notice because the San Francisco County Superior Court approved a settlement in the above case and you are a member of the group that is entitled to receive payment. Enclosed please find a check with your portion of the settlement proceeds.

A settlement (the “Settlement”) has been reached between Plaintiffs John Doe, Paola Correa, and DeWayne Cassel on behalf of the State of California and Defendants Google, LLC and Alphabet, Inc. (“Defendants”) in a representative action pending in the San Francisco County Superior Court, Case No. CGC-16-556034 (the “Lawsuit”).

In the Lawsuit, Plaintiffs alleged certain of Google’s employment contracts, policies, and practices (“Policies”) violate various California laws that protect competition and employee speech. The applicable California laws are:

- Labor Code §§ 96(k), 98.6, and 232.5, which generally give employees the right to engage in lawful conduct outside of work and to disclose information about working conditions.
- Labor Code §§ 232 and 1197.5(k), which generally give employees the right to disclose or discuss information about wages.
- Labor Code §§ 1101-1102, which generally give employees the right to engage in political activity in their personal capacities.
- Labor Code § 1102.5 and Government Code § 12964.5, which generally give employees the right to disclose information about reasonably suspected violations of the law internally, to government agencies, or to third parties, and to not release certain claims as a condition of initial or continuing employment.
- Business and Professions Code § 16600, which generally give employees the right to practice their profession or trade without restraint.

Google denies Plaintiffs’ allegations. Google emphasizes that California Googlers have all the specific rights above. Specifically, Google’s policies do not limit Googlers’ rights to disclose or use information, or communicate, whether orally or in writing, (1) about compensation or other terms of employment or working conditions, (2) about reasonably-suspected violations of law. Employees have these rights, to the extent they are not limited by other laws. Employees can exercise these rights without providing Google with notice or seeking its approval. Google will not retaliate against any employee for, nor interfere with, the lawful exercise of these rights.

However, the parties entered the Settlement to avoid the risks, uncertainties, and expense of further litigation.

Plaintiffs pursued claims for penalties against Defendants on behalf of the State of California under the California Private Attorneys General Act (“PAGA”), which provides that 75% of any recovery be paid to the State of California and 25% of any recovery be paid to the Representative Group. The Settlement releases claims for penalties under PAGA based on the foregoing alleged violations for the time period from October 16, 2015 through September 15, 2023. While you were not a party to the Lawsuit, you and the State of California have been bound by the Settlement and resulting judgment entered in this matter by the Court as to civil penalties under PAGA. The Settlement does not limit your rights with respect to non-PAGA claims.

The San Francisco County Superior Court approved the parties’ settlement of \$27,000,000 on [DATE]. By approving the settlement, the Court did not decide in Plaintiffs’ or Defendants’ favor or otherwise rule on the merits of the lawsuit. The Net Settlement Amount after the Court-approved attorney’s fees, costs, administration costs, and service awards is \$XX. Seventy-five percent will be paid to the State of California, and twenty-five percent will be paid to you and the other PAGA Settlement Members.

According to Defendants’ records, you worked for Google in California at some point between October 16, 2015 and September 15, 2023 and are therefore entitled to a share of the Settlement. Your Settlement payment is enclosed with this Notice. Your payment, like everyone else’s, is calculated as follows: a \$20 fixed amount plus a proportionate share of the remaining money available for all covered individuals, based on a point system, with 5 points per pay period worked in the period October 16, 2015 through March 15, 2017 and 1 point per pay period worked in the period May 20, 2019 through September 15, 2023. The fixed payment applies to everyone equally, regardless of how much or when they worked during the October 16, 2015 through September 15, 2023 time period covered by the Settlement. The payment is characterized as Form 1099 income. You are responsible for any taxes payable on the amount you have received. As indicated on the check, you have 180 days from the date of mailing to cash the check. If you do not cash your check within 180 days, the check will be voided, and the money will be submitted in your name to the State of California’s unclaimed property fund.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE FOR INFORMATION REGARDING THIS SETTLEMENT.

You may direct any questions to the settlement administrator using the contact information below:

[Insert Settlement Administrator Information]