

JOINT STIPULATION OF SETTLEMENT AND RELEASE AGREEMENT

Subject to approval by the Court pursuant to section 2699(l) of the California Labor Code, it is hereby stipulated and agreed by and between Plaintiff Edgar Rocha (“Representative Plaintiff”) on behalf of himself, the State of California, and each of the other Aggrieved Employees (as defined herein), and Defendants Snap Inc. and PSA Risk Management Services, Inc. (“Defendants”) (with Plaintiff, collectively referred to in this Agreement as the “Parties”) that the settlement of the Action (as defined herein) shall be effectuated and subject to the following terms and conditions of the Parties’ agreement for Joint Stipulation of Settlement and Release (“Stipulation,” “Settlement” or “Agreement”).

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

1. **Action:** *Edgar Rocha v. Snap Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV12758.

2. **Administration Costs:** The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$5,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the Court awards less than this amount, or if the actual administration costs are lower than the amount allocated by the Parties, the difference will become part of the Net Settlement Amount for distribution.

3. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement:** The settlement agreement reflected in this document, titled “Joint Stipulation of Settlement and Release Agreement.”

4. **Aggrieved Employees:** Those employees entitled to participate in the Settlement, also referred to as the Settlement Group.

5. **Attorney Fee Award:** The amount, not to exceed one-third of the Gross Settlement Amount, or \$131,667.00, approved by the Court and awarded to Plaintiff’s Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendants. This amount will cover all work performed to date and all work to be performed in connection with the approval by the Court of this Agreement and the final conclusion of this Action. The Attorney Fee Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount.

6. **Cost Award:** The amount not to exceed \$15,000 approved by the Court and awarded to Plaintiff’s Counsel for payment of actual litigation costs. The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendants. This amount will cover all costs and expenses incurred to date or to be incurred. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, or if the

actual litigation costs are lower than the amount allocated by the Parties, the difference will become part of the Net Settlement Amount.

7. **Counsel for Defendants:** Theresa A. Kading of Kading Briggs LLP.
8. **Defendants:** Snap Inc. and PSA Risk Management Services, Inc.
9. **Effective Final Settlement Date:** The effective date of this Settlement will be sixty (60) calendar days after the date the Court enters the PAGA Settlement Approval Order, unless there is an appeal taken or sought, in which case the effective date of this Settlement will be ten (10) calendar days after the date the Judgment finally approving this Settlement is finally affirmed by the appellate court with no possibility of subsequent appeal or other judicial review or the date the appeal(s) or other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.
10. **Gross Settlement Amount or GSA:** The total amount of the Settlement is a non-reversionary Three Hundred and Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00). This is the total amount Defendants are required to pay under this Settlement Agreement. The Gross Settlement Amount includes: (1) the Payout Fund to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel for attorneys' fees and costs, as approved by the Court; (3) the PAGA Representative Payment and Plaintiff Individual Settlement Payment paid to the PAGA Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the LWDA Payment, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendants for any reason.
11. **Individual Settlement Share(s):** The amount payable to each Aggrieved Employee under the terms of this Agreement.
12. **LWDA:** California Labor and Workforce Development Agency.
13. **LWDA Payment:** The LWDA Payment consists of seventy-five percent (75%) of the Net Settlement Amount, and will be distributed to the LWDA in the time period described herein.
14. **Net Settlement Amount or NSA:** The total amount of money available for payout to Aggrieved Employees and to the LWDA, after the following deductions from the GSA: (1) the Attorney Fee Award, (2) Cost Award, (3) PAGA Representative Payment and Plaintiff Individual Settlement Payment, and (4) Administration Costs. The NSA will be apportioned 75% payable to the LWDA and 25% payable to the Aggrieved Employees (the "Payout Fund").
15. **Notice of PAGA Settlement:** The Notice of PAGA Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval, is a letter explaining the Settlement to the Aggrieved Employees, which will accompany each Individual Settlement Share check.

16. **Operative Complaint:** The Complaint filed in the Action, on April 2, 2021, in Los Angeles County Superior Court.

17. **PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).

18. **PAGA Period:** January 19, 2020, through the date the Court enters the PAGA Settlement Approval Order.

19. **PAGA Representative or Plaintiff:** Edgar Rocha.

20. **PAGA Representative Payment:** The amount the Court awards to Plaintiff for conferring a benefit upon the State and Aggrieved Employees, which will not exceed \$5,000. This payment shall be paid from the GSA and will not be opposed by Defendants and is being offered in consideration for Plaintiff's efforts in litigating the Action, conferring a benefit upon the State of California and the Aggrieved Employees, and risks of incurring financial obligations to Defendants in the event Plaintiff was not successful in the Action and held to pay for Defendants' costs and/or attorney's fees. If the Court awards less than the amount requested, any amount not awarded will become part of the NSA.

21. **PAGA Settlement Approval Order:** The Court's order and judgment approving the proposed Settlement.

22. **PAGA Settlement Approval Hearing:** The hearing at which the Court will determine whether to approve the Settlement.

23. **Parties:** Plaintiff Edgar Rocha and Defendants Snap Inc. and PSA Risk Management Services, Inc.

24. **PAGA Counsel or Plaintiff's Counsel:** Zachary Crosner, Michael Crosner, Blake Jones, and Chad Saunders of Crosner Legal, P.C.

25. **Payout Fund:** The 25% of the NSA payable to Aggrieved Employees.

26. **Plaintiff Individual Settlement Payment:** The amount the Court awards to Plaintiff in exchange for which Plaintiff will execute a general release of all claims, which will not exceed \$5,000. This payment shall be paid from the GSA and will not be opposed by Defendants. If the Court awards less than the amount requested, any amount not awarded will become part of the NSA.

27. **Qualified Settlement Fund or QSF:** The Parties agree that the Gross Settlement Amount is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund

on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

28. Released Claims: Each of the Aggrieved Employees, including Plaintiff, and the State of California shall fully release and forever discharge the Released Parties, as defined herein, from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, actions or causes of action, costs, expenses, attorneys' fees, damages, or interest, from January 19, 2020 through the date the Court enters the PAGA Settlement Approval Order, based on any and all PAGA claims seeking civil penalties under California Labor Code sections 2698, et seq. that were alleged or could have been alleged based on the facts alleged in the notices of alleged PAGA violations sent by Plaintiff to the LWDA and the Operative Complaint: PAGA claims for violations of Labor Code sections 98.6, 201-203, 204, 210, 216, 218.5, 221-223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.5, 256, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2441, 2801, 2802, 2810.3, 2810.5, and all applicable Wage Orders.

29. Released Parties: Defendants and their past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

30. Settlement Administration: The Settlement Administrator will conduct a skip trace for the address of all formerly employed Aggrieved Employees for whom Defendants do not have a valid address. The Settlement Administrator will receive the Aggrieved Employee Data from the Defendants, calculate the settlement shares, receive the GSA from Defendants, and distribute the GSA as instructed herein.

31. Settlement Administrator: The third party administrator agreed upon by Parties to administer this Settlement is Phoenix Settlement Administrators.

32. Settlement Group: All individuals employed by Defendants during the PAGA Period as non-exempt employees, however titled, in the State of California, all of whom are presumed, for purposes of this Settlement only to have been similarly aggrieved employees.

33. Settlement Group Member: Each person eligible to participate in this Settlement who is a member of the Settlement Group as defined above.

34. Aggrieved Employee Data: The data that Defendants shall provide to the Settlement Administrator, which is to include, in a searchable electronic format the following for each Aggrieved Employee: (i) full name, (ii) last known address, (iii) social security number, and (iv) the number of pay periods that each Aggrieved Employee worked in a non-exempt position for Defendants in California during the PAGA Period. The Aggrieved Employee Data shall be based on Defendants' payroll, personnel, and other business records. The Aggrieved Employee Data shall be held as private and

confidential information, and shall not be shared with Plaintiff, his counsel, or any third party by the Settlement Administrator without the express written consent of Defendants' counsel of record and/or court order, except that the Settlement Administrator shall share contact information for specific Aggrieved Employees with Plaintiff's counsel to address any questions or concerns received from Aggrieved Employees regarding the Settlement.

35. Superior Court: Los Angeles County Superior Court.

II. RECITALS

36. The Action was filed by Plaintiff Edgar Rocha in the Los Angeles County Superior Court on April 2, 2021. The complaint alleged a cause of action under the Labor Code Private Attorneys General Act on behalf of Plaintiff and all similarly aggrieved individuals employed by Defendants as non-exempt employees, however titled, in the State of California for violations of California Labor Code sections 98.6, 201-203, 204, 210, 216, 218.5, 221-223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.5, 256, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2441, 2801, 2802, 2810.3, 2810.5, and all applicable Wage Orders.

37. Defendants Answered the Complaint on June 1, 2021. In their answers Defendants affirmatively denied generally and specifically all claims raised in the Complaint.

38. Prior to mediation, Plaintiff reviewed a substantial amount of data and documents relating to the size and scope of the PAGA Settlement Group that permitted an analysis and evaluation of the state-wide claims. In addition, Plaintiff hired Berger Consulting to analyze a 20% sampling of data for the PAGA Settlement Group.

39. The parties attended mediation with Michael Loeb of JAMS on December 7, 2021. After a full day of arms-length mediation, the parties were able to reach a settlement, the terms of which are reflected herein.

40. Benefits of Settlement to Aggrieved Employees. Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Plaintiff's Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Plaintiff's Counsel believe the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.

41. Defendants' Reasons for Settlement. Defendants recognize that the defense of the Action will be protracted and expensive. Substantial amounts of time, energy, and Defendants' resources have been expended and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants,

therefore, have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

42. Defendants' Non-Admission and Denial of Wrongdoing. Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, and make no concessions or admissions of liability of any sort. Defendants assert a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants.

43. Plaintiff's Claims. Plaintiff asserts that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Aggrieved Employees, or Plaintiff's Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is approved by the Court, the Plaintiff, Aggrieved Employees, and Plaintiff's Counsel will not oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Aggrieved Employees have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

44. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendants are obligated to pay under this Settlement Agreement is Three Hundred Ninety Five Thousand Dollars and Zero Cents (\$395,000.00).

45. Individual Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Payout Fund to each Settlement Group Member.

A. Calculation.

i. Individual Settlement Share Calculation. Each Aggrieved Employee will receive a proportionate share of the Payout Fund that is equal to (i) the number of pay periods he or she worked as a non-exempt employee for Defendants in California in the PAGA Period based on the Aggrieved Employee Data provided by Defendants, divided by (ii) the total number of pay periods worked by all Aggrieved Employees as non-exempt employees for Defendants in California in the PAGA Period based on the same Database, which is then multiplied by the Payout Fund. One day worked in a given pay period will be credited as a pay period for purposes of this

calculation. Therefore, the value of each Settlement Group Member's Individual Settlement Share ties directly to the amount of pay periods that he or she worked.

ii. No Tax Withholdings. Each Settlement Group Member's gross Individual Settlement Share will be apportioned as 100% penalties and shall be reported on an IRS Form 1099 in accordance with IRS requirements. Payroll tax withholdings and deductions will not be withheld from these Individual Settlement Shares. Plaintiff and each Aggrieved Employee bear the full responsibility for payment of any taxes or withholding that are found to be owed from the Individual Settlement Share. Neither Plaintiff's Counsel nor Defendants' Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied on as such. The tax issues for Plaintiff and each Aggrieved Employee are unique, and Plaintiff and each Aggrieved Employee is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this Settlement.

46. Disbursement Recipients. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA to the following:

A. To the Plaintiff: In addition to Plaintiff's Individual Settlement Share, and subject to the Court's approval, Plaintiff will receive up to Five Thousand Dollars and Zero Cents (\$5,000.00) for the PAGA Representative Payment and up to Five Thousand Dollars and Zero Cents (\$5,000.00) for the Plaintiff Individual Settlement Payment. The Settlement Administrator will pay the PAGA Representative Payment and the Plaintiff Individual Settlement Payment out of the GSA. Payroll tax withholdings and deductions will not be taken from the PAGA Representative Payment or the Plaintiff Individual Settlement Payment. An IRS Form 1099 will be issued to Plaintiff with respect to both payments. Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing. Plaintiff indemnifies and holds Defendants harmless for and against any action or liability of Plaintiff, including but not limited to any costs and/or legal fees incurred by Defendants if any tax authority should dispute the characterization of this compensation. In the event the Court does not approve the entirety of the PAGA Representative Payment and/or the Plaintiff Individual Settlement Payment, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested, the difference shall become part of the NSA.

B. To Plaintiff's Counsel. Plaintiff's Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed one-third of the GSA (\$131,667.00) and a Cost Award not to exceed Fifteen Thousand Dollars (\$15,000). The Settlement Administrator

will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. An IRS Form 1099 will be issued to Plaintiff's Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff's Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA.

C. To the Settlement Administrator. The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed Five Thousand Dollars (\$5,000). This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount allotted, the difference shall become part of the NSA.

D. To the LWDA. The Settlement Administrator will pay to the LWDA Seventy-Five Percent (75%) of the NSA for its share of the PAGA penalties.

E. To Aggrieved Employees. The Settlement Administrator will pay to Aggrieved Employees the Payout Fund, which represents Twenty-Five Percent (25%) of the NSA, according to the Individual Settlement Share calculations set forth above.

IV. SETTLEMENT APPROVAL

47. Motion for Settlement Approval. As soon as is practicable after the execution of this Agreement, Plaintiff's Counsel shall file and serve a Motion for Settlement Approval pursuant to California Labor Code section 2699, subdivision (l)(2), advocating that the terms of this Settlement are fair, adequate and reasonable, and directing the Parties to carry out the provisions of this Settlement and provide notice to the LWDA. The Parties agree that the Individual Settlement Shares shall be distributed without a claims process, or an opportunity to object or opt-out. Plaintiff's Counsel will provide a draft of the Motion for Settlement Approval for Defendants' counsel's review at least five days prior to filing.

48. Effect of Denial of Settlement Approval. If the Court should for any reason fail to approve the Settlement in the form agreed to by the Parties or the approval of the Settlement is reversed, modified or declared or rendered void, then the Settlement shall be deemed null and void, including Defendants' obligations to fund the Gross Settlement Amount or any portion of the Settlement; provided, however, that reduction by the Court of the Attorney Fee Award, Cost Award, Administration Costs, PAGA

Representative Payment, and/or Plaintiff Individual Settlement Payment shall not render this Settlement null and void. In the event the Settlement is deemed null and void, neither the Settlement, nor any of the related negotiations or proceedings, shall be of any force or effect, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning, and the stipulations and recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their Counsel. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement; and all parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court, and the Parties shall proceed in all respects as if this Settlement had not been executed and no individual or entity shall be entitled to the payment amounts contemplated herein. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Stipulation to facilitate approval.

49. Proposed Order and Judgment. Plaintiff's Counsel shall present to the Court a proposed PAGA Settlement Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law. Plaintiff's Counsel will provide a draft of the PAGA Settlement Approval Order for Defendants' counsel's review at least five days prior to filing.

50. Cooperation in Obtaining Court Approval. The Parties agree that the Settlement is fair and reasonable, and will so represent to the Court. The Parties shall timely cooperate and present to the Court, for its consideration in connection with the approval of the Settlement, any and all evidence as may be reasonably necessary under the appropriate standards for approving the Settlement, and do all things reasonably necessary to consummate the Settlement, including continuing good faith efforts to effectuate this Settlement should the Court deny approval. The Parties shall use their best efforts to comply with all terms contemplated by this Settlement and any other efforts that may become necessary by order of the Court to effectuate this Settlement and the terms set forth herein.

51. Effect of Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that reviewing court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the GSA, an alteration in the calculation of the NSA, and any change to the calculation of the Individual Settlement Shares.

V. SETTLEMENT ADMINISTRATION

52. Settlement Administrator. The Parties agree to use Phoenix Settlement Administrators as the Settlement Administrator to administer the Settlement. Settlement Administration duties shall include performing a single address follow up on any returned mail, and the calculation, processing, and mailing of all Individual Settlement Shares and tax forms, if required, to the Aggrieved Employees and tax authorities. All of the Settlement Administrator's costs and fees shall be paid from the GSA, not to exceed \$5,000 as set forth above.

53. Settlement Group Data. Within fifty-six (56) calendar days after entry of the PAGA Settlement Approval Order, Defendants shall deliver to the Settlement Administrator the Aggrieved Employee Data. If any or all of this information is unavailable to Defendants, Defendants will so inform Plaintiff's Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information.

54. Funding the Settlement: Defendants shall fund the settlement pursuant to the terms of this Agreement and the Court's PAGA Settlement Approval Order.

A. Timing. Defendants shall wire to the Settlement Administrator the GSA within ten (10) calendar days of the Effective Final Settlement Date.

B. QSF Treatment. The Parties and Settlement Administrator shall treat the GSA as coming into existence as a QSF on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

55. Disbursement of the Settlement: The Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's PAGA Settlement Approval Order. The Settlement Administrator shall keep Defendants' Counsel and Plaintiff's Counsel apprised of all distributions from the GSA. The Settlement Administrator shall respond to questions from Defendants' Counsel and Plaintiff's Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

A. Timing. Within ten (10) calendar days after receiving GSA from Defendants as provided above, the Settlement Administrator shall disburse: (1) the Payout Fund to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel for attorneys' fees and costs, as approved by the Court; (3) the PAGA Representative Payment and Plaintiff Individual Settlement Payment paid to Plaintiff, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the LWDA Payment to the LWDA, as approved by the Court.

56. Notice of PAGA Settlement. The distribution of Individual Settlement Shares shall be accompanied by the Notice of PAGA Settlement.

57. Check Expiration, Undeliverable Checks, and Uncashed Checks.

A. Expiration. Checks will remain negotiable for one hundred and eighty (180) days.

B. Undeliverable Checks. Any Individual Settlement Share check returned to the Settlement Administrator as undelivered shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Individual Settlement Share. If an updated mailing address is identified, the Settlement Administrator shall resend the Individual Settlement Share to the Aggrieved Employee promptly, and in any event within three (3) business days of obtaining the updated address.

C. Reminder Postcard. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

D. Cancelled Checks. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks.

E. Uncashed Funds. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining un-cashed, shall be distributed to the State Controller under the Unclaimed Property Law, California Civil Code section 1500 et seq.

58. Post-Distribution Declaration. Within two hundred (200) calendar days of distributing the GSA, the Settlement Administrator shall provide to the Parties, for filing with the Court, a declaration verifying, under oath, that the Settlement Administrator has made disbursement of the GSA pursuant to the terms of this Agreement and the Court’s PAGA Settlement Approval Order. In this declaration, the Settlement Administrator shall also state how many and the total amount of settlement checks that went uncashed, how many and the amounts that were undeliverable, and when the uncashed settlement funds were sent to the State Controller.

VI. RELEASE OF CLAIMS

59. Aggrieved Employees. As of the Effective Final Settlement Date, Aggrieved Employees release the Released Parties for the Released Claims. The express purpose of this settlement is to forever bar Plaintiff, the LWDA, and any Aggrieved Employee from acting on behalf of or purporting to act on behalf of the LWDA from asserting any of the Released Claims against the Released Parties in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal.4th 969, 986 (2009), the ability of Plaintiff, the State of California or any Aggrieved Employee to bring any of the Released Claims against the Released Parties during the PAGA Period is completely and forever foreclosed. Any Party to this Settlement Agreement may use the Settlement Agreement to assert that this settlement and the judgment entered by the Court following approval bars any later-filed action asserting the Released Claims against any of the Released Parties during the PAGA Period. Aggrieved Employees will be bound by all the terms of this Agreement, including this Release, regardless of whether that Aggrieved Employee receives and cashes his or her check for Settlement Payment.

60. Plaintiff's Release of Claims and General Release. As of the Effective Final Settlement Date, Plaintiff and Plaintiff's respective spouse, heirs, successors and assigns, shall forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of Plaintiff's signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Defendants or the remuneration for, or termination of, such employment. Plaintiff's release includes a waiver of California Civil Code section 1542, which provides as follows:

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.

Plaintiff's release excludes any release of any claims not permitted to be released by law.

VII. MISCELLANEOUS TERMS

61. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the GSA.

62. No Admission of Liability. Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to this litigation and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

63. No Effect on Employee Benefits. The PAGA Representative Payment, Plaintiff Individual Settlement Payment and/or Individual Settlement Shares paid to Plaintiff and Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Aggrieved Employees. The Parties agree that any PAGA Representative Payment, Plaintiff Individual Settlement Payment and/or Individual Settlement Share paid to Plaintiff or the Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any PAGA Representative Payment or Plaintiff Individual Settlement Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

64. Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

65. Authorization to Enter Into Settlement Agreement. Plaintiff and Plaintiff's Counsel and Defendants and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all

cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

66. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

67. Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Settlement Approval hearing to be conducted by the Court.

68. Amendment or Modification of Agreement. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

69. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

70. No Prior Assignment. Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

71. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

72. Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

73. No Tax or Legal Advice. It is understood and agreed that neither Defendants, Defendants' Counsel, nor Plaintiff's Counsel are providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employees, such Aggrieved Employees assume all responsibility for the payment of such taxes. Plaintiff and the Aggrieved Employees should consult with

their tax advisors concerning the tax consequences of the Individual Settlement Shares they receive pursuant to this Stipulation.

74. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

75. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement as valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

76. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

77. Execution in Counterpart. This Stipulation may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile, PDF, DocuSign (or similar e-signature) signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

78. No Public Comment. Neither Plaintiff nor his counsel will, unless required by law, issue any press releases or have any communications to the press concerning this litigation, the terms of the Settlement, and/or the business practices of Defendants. Plaintiff's counsel shall not include in any mass mailing, website, or other public communication a reference to this litigation, the Settlement, or the business practices of Defendants. Nothing in this paragraph shall affect the ability of Plaintiff's counsel to carry out their duties consistent with and as required by any other provision herein.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

VIII. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

AS TO CONTENT:

Dated: 02 / 14 / 2022

**Edgar Rocha on behalf of himself and all
Aggrieved Employees**

Edgar Rocha

Dated: Feb 15, 2022

Snap Inc.

DocuSigned by:

[Signature]

ADB66CDDCA22436...

Name: Scott Withycombe

Title: vice President, Talent & Rewards

Dated: Feb 15, 2022

PSA Risk Management Services, Inc.

DocuSigned by:

Dan Thompson

E8AA778F328E428...

Name: Dan Thompson

Title: President, PSA Risk Management Services Inc

AS TO FORM:

Dated: 2/11/2022

CROSNER LEGAL, P.C.

[Signature]

Zachary M. Crosner, Esq.

Blake Jones, Esq.

Chad Saunders, Esq.

Attorneys for Plaintiff and the Aggrieved Employees

Dated: Feb 15, 2022

KADING BRIGGS LLP

DocuSigned by:



124A9781CE054DC
Theresa A. Kading, Esq.

Attorneys for Defendants

EXHIBIT

A

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

Edgar Rocha v. Snap Inc., et al.

Case No. 21STCV12758

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (“the Court”) has approved a settlement in the above-captioned action filed by Edgar Rocha (“Plaintiff”) on behalf of himself and all other allegedly aggrieved employees against Snap Inc. and PSA Risk Management Services, Inc. (collectively, “Defendants”).

In this lawsuit, Plaintiff alleges that Defendants: (1) failed to pay employees for all time worked, including overtime; (2) failed to pay overtime, paid sick leave, and meal and rest period premium pay at the correct rate of pay; (3) failed to provide compliant meal and rest periods; (4) failed to reimburse employees for business expenses; (5) failed to properly pay for paid sick leave and provide notice to employees of their available paid sick leave; (6) subjected employees to unlawful background checks; (7) failed to provide compliant wage statements; (8) failed to pay all wages timely during employment and upon termination; and (9) failed to keep compliant payroll records. Plaintiff is seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other allegedly aggrieved employees under the Private Attorneys General Act (“PAGA”).

The Court has not made a determination about who is right. This Notice is not an expression of any opinion by the Court as to the merits of the claims. Defendants have denied and continue to deny all of the allegations made by Plaintiff. Defendants contend that they have complied at all times with the California Labor Code and all other applicable law.

After arm’s-length and good-faith settlement negotiations presided over by an experienced mediator, the parties reached a settlement that resolves this action rather than the parties having to proceed with the uncertainty and protracted expense of further litigation. The Court approved this settlement on ____, 2022.

You are receiving this Notice because you are in the group of employees referred to as “aggrieved employees,” which is defined as all current and former non-exempt employees employed by Defendants in California at any time from January 19, 2020 to [date of approval], 2022. The “PAGA Period” is defined as January 19, 2020 to [date of approval], 2022.

II. YOUR SETTLEMENT PAYMENT

Your portion of the settlement is enclosed herewith. Each individual payment was calculated on a proportional basis based on the number of pay periods you worked as a non-exempt employee in California for Defendants during the PAGA Period divided by the total number of pay periods worked by non-exempt employees in California for Defendants during the PAGA Period.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the State Controller under the Unclaimed Property Law, California Civil Code section 1500 *et seq.*

III. RELEASE

Each of the Aggrieved Employees, including Plaintiff, and the State of California shall fully release and forever discharge the Released Parties, as defined herein, from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, actions or causes of action, costs, expenses, attorneys’ fees, damages, or interest, from January 19, 2020 through the date the Court enters the PAGA Settlement Approval Order, based on any and all PAGA claims seeking civil penalties under California Labor Code sections 2698, *et seq.* that were alleged or could have been alleged based on the facts alleged in the notices of alleged PAGA violations

sent by Plaintiff to the LWDA and the Operative Complaint: PAGA claims for violations of Labor Code sections 98.6, 201-203, 204, 210, 216, 218.5, 221-223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.5, 256, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2441, 2801, 2802, 2810.3, 2810.5, and all applicable Wage Orders.

Released Parties: Defendants and their past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

You will release these claims regardless of whether you cash the enclosed check.

IV. SETTLEMENT ADMINISTRATOR

You can contact the Settlement Administrator at _____ with any questions. **PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

EXHIBIT B

**AMENDMENT TO JOINT STIPULATION OF SETTLEMENT AND RELEASE
AGREEMENT**

Pursuant to Paragraph 68 of the Joint Stipulation of Settlement and Release Agreement ("Settlement"), the Parties, through their respective counsel, hereby amend the Settlement as follows:

Paragraph 57.E. of the Settlement is replaced and changed to read: "All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining un-cashed, shall be distributed to the State Controller under the Unclaimed Property Law, California Code of Civil Procedure section 1500 et seq."

Dated: May 17, 2022

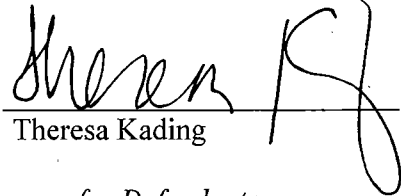
CROSNER LEGAL, P.C.

By: 
Chad Saunders

Attorneys for Plaintiff Edgar Rocha

Dated: 5/17/2022

KADING BRIGGS LLP

By: 
Theresa Kading

Attorneys for Defendants