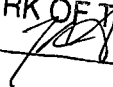




FILED
San Francisco County Superior Court

APR 14 2023

CLERK OF THE COURT
BY: 
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

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

Hon. Ethan P. Schulman
Dept. 304

JUDGMENT

JUDGMENT

Judgment is hereby entered in accordance with the terms of this Court's Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, Service Award, and Reasonable Attorneys' Fees and Costs (the "Final Approval Order") dated April 14, 2023. For the purposes of this Judgment, the Court hereby incorporates the Stipulation of Class Action and PAGA Settlement ("Settlement Agreement") by reference.¹

The Settlement Class is defined as:

¹ The Settlement Agreement is attached as Exhibit 3 to the Konecky Declaration filed March 23, 2023. All terms used in this Judgment shall have the same meaning as that assigned to them in the Settlement Agreement.

1 All current and former employees of Defendant who, at any time from October 7, 2017,
2 through January 6, 2023, resided and worked for Defendant in California, and signed
3 Defendant's Associate (Employee) Agreement, Restricted Stock Unit Award
4 Agreement or other agreement(s) concerning employment or compensation that
contain one or more of the following:

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

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

9 (c) A choice of law clause that deprives the employee of the substantive
10 protection of California law, including the protections of Cal. Bus. & Prof. Code §
11 16600 and Cal. Lab. Code § 432.5.

12 No Class Member requested exclusion. Accordingly, this judgment binds all Class Members.

13 No Class Member objected to the Settlement following a full and fair opportunity to
14 participate.

15 The Gross Settlement Amount is \$242,800. In its Final Approval Order, the Court authorized
16 the following distributions from the Gross Settlement Amount: (1) a \$7,500 Private Attorneys General
17 Act ("PAGA") allocation to be paid to the LWDA; (2) \$13,000 to be paid to CPT Class Action
18 Administrators for settlement administration costs; (3) \$148,000 to be paid in attorneys' fees to Class
19 Counsel; (4) \$2,800 to be paid in litigation costs to Class Counsel; and (5) a \$4,000 Enhancement
20 Award to be paid to Plaintiff.

21 The Settlement Administrator is directed to calculate the Class Members' and Aggrieved
22 Employees' Individual Settlement Amounts from the Net Settlement Fund and issue payments in
23 accordance with the Settlement Agreement.

24 Settlement checks that remain uncashed 180 or more calendar days after issuance shall be void
25 and the Court may require a second distribution. Any residual funds remaining after all distributions
26 are made to Participating Class Members shall be paid to Legal Aid at Work, the approved cy pres
27 beneficiary.

28 By this Judgment, the Class Representative is subject to a general release of claims (in addition
to the Released Class and PAGA Claims) as described in Paragraph 69 of the Settlement Agreement

1 The Court finds that in consideration for their awarded Individual Settlement Payments, as
2 of the date the Settlement becomes Final, all Settlement Class Members release the Class Claims as
3 defined in Paragraph 26 of the Settlement Agreement.

4 The Court finds that in consideration for their awarded Individual PAGA Payments, as of
5 the date the Settlement becomes Final, the Aggrieved Employees release all claims for civil penalties
6 under PAGA that are covered by the "Released PAGA Claims," as described in Paragraph 27 of the
7 Settlement Agreement.

8 The parties shall effectuate the Settlement pursuant to its terms.

9 This document shall constitute a judgment for the purposes of California Rules of Court, Rule
10 3.769(h).

11 The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this
12 Judgment.

13 Class Counsel shall submit a copy of this Judgment to the LWDA within ten days after entry
14 pursuant to Labor Code section 2699(1)(3).

15
16 **IT IS SO ORDERED.**

17
18 Dated: Apr. 14, 2023

19 By: 
20 THE HONORABLE ETHAN P. SCHULMAN
21 California Superior Court Judge
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CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Kenneth Hunt, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 14, 2023, I electronically served the foregoing document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: April 14, 2023

Mark Culkins, Interim Clerk

By: _____
Kenneth Hunt, Deputy Clerk