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

Shulin Chen, individually and on behalf of  
all others similarly situated, and as a proxy  
of the State of California on behalf of  
aggrieved employees,  
  
                                Plaintiffs,  
  
v.  
  
LIVERAMP HOLDINGS, INC.,  
  
                                Defendants.

**CASE NO. CGC-21-595838**  
  
**STIPULATION OF CLASS ACTION AND  
PAGA SETTLEMENT**

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

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

8 **PREAMBLE**

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

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

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

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

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

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

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

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

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

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

## DEFINITIONS

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

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

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

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

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

1 diligently and in good faith compile from its records and provide to the Settlement Administrator  
2 within twenty (20) business days after entry of an Order granting Preliminary Approval of this  
3 Settlement. The Class List will be formatted in password protected Microsoft Office Excel and  
4 will include each Class Member's full name; most recent mailing address and telephone number;  
5 most recent email address (if any); Social Security Number; dates of employment while a resident  
6 of California; and any other relevant information needed to calculate and distribute notices and  
7 settlement payments to potential class members.

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

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

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

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

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

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

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

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

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

12 10. "Court" means the San Francisco County Superior Court.

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

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

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

27 14. "Individual PAGA Payment" means each Aggrieved Employee's respective share  
28 of the PAGA Employee Allocation.

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

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

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

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

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

25          20.     “PAGA Allocation” means the amount of Seven Thousand Five Hundred Dollars  
26    and No Cents (\$7,500.00) from the Gross Settlement Amount allocated to payment of alleged civil  
27    penalties under PAGA and in full satisfaction of all claims alleged in the Action or that could have  
28    been alleged in the Action under PAGA.

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

4           23.     “PAGA Period” means the period from August 3, 2020, through the date of  
5 Preliminary Approval, inclusive.

6           24.     “Parties” means Plaintiff and Defendant collectively.

7           25.     “Preliminary Approval” means the Court order granting preliminary approval of  
8 the Settlement.

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

21           27.     “Released PAGA Claims” means any right or claim for civil penalties arising from  
22 alleged violations of the California Labor Code or applicable Wage Orders, alleged in the  
23 operative complaint in the Action, or that could have been alleged in the operative complaint in  
24 the Action, based on the facts alleged therein, pursuant to the Private Attorneys General Act of  
25 2004, California Labor Code §§ 2698, *et seq.* (PAGA), including without limitation for any  
26 violation of California Labor Code §§ 201, 202, 203, 221, 225.5, 432.5, and 925, arising from or  
27 relating to the execution, receipt, or refusal to execute Defendant’s Associate (Employee)  
28 Agreement or Restricted Stock Unit Agreement, during the PAGA Period.

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

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

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

20           31.     “Settlement Administration Costs” means the costs to the Settlement Administrator  
21 for administering this Settlement, including, but not limited to, printing, distributing, and tracking  
22 documents for this Settlement, maintaining a toll-free telephone number, calculating, reporting all  
23 required taxes, distributing the Gross Settlement Amount, maintaining a settlement website, and  
24 providing necessary reports and declarations, as requested by the Parties or the Court. The  
25 Settlement Administration Costs will not exceed Thirteen Thousand Dollars and No Cents  
26 (\$13,000.00).

27           32.     “Settlement Administrator” means CPT Group or any other third-party class action  
28 settlement administrator agreed to by the Parties and approved by the Court for the purposes of

1 administering this Settlement. The Parties each represent that they do not have any financial  
2 interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
3 Administrator that could create a conflict of interest.

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

6 **TERMS OF AGREEMENT**

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

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

22 35. **Changes to Employment Agreements.** For the purposes of facilitating the  
23 Parties' settlement, the Parties agree that Defendant will make changes to its Associate  
24 (Employee) Agreement and RSU Agreement as reflected in the attached as **Exhibits A1 & A2**  
25 hereto. Defendant will distribute the changes to the Employee Agreement and RSU Agreement to  
26 all employees based out of or who primarily work in California no later than 14 days after Plaintiff  
27 files her motion for preliminary approval.

28 36. **Notification to Class Members of Change.** The Class Notice will inform all

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

17       37.     **Funding of the Gross Settlement Amount.** The Settlement Administrator will  
18 establish a Qualified Settlement Account ("QSA") within ten (10) business days of the Effective  
19 Date, and Defendant will fund the QSA with the Gross Settlement Amount within thirty (30) days'  
20 notice from the Administrator that the QSA has been established and the amount of Defendant's  
21 contribution.

22       38.     **Qualified Settlement Account.** The QSA shall be a "Qualified Settlement Fund"  
23 within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and  
24 Treas. Reg. Section 1.468B-1, *et seq.* The Settlement Administrator shall request and obtain from  
25 the IRS an appropriate Tax ID for the QSA and shall act as a fiduciary with respect to the  
26 handling, management, reporting and distribution of the funds in a manner necessary to qualify  
27 and maintain the QSA as a Qualified Settlement Fund as provided by law.

28       39.     **Attorney's Fees and Costs.** Defendant agrees not to oppose or impede any

1 application or motion by Class Counsel for Attorney's Fees and Costs, not to exceed One Hundred  
2 Forty-Eight Thousand Dollars and Zero Cents (\$148,000.00), in Attorneys' fees, and actual  
3 litigation costs and expenses not to exceed Two Thousand Eight Hundred Dollars and Zero Cents  
4 (\$2,800.00), each to be approved by the Court and paid from the Gross Settlement Amount. Any  
5 funds allocated to Attorney's Fees and Costs but not awarded by the Court will be included in the  
6 Net Settlement Amount and distributed pro rata to the Settlement Class Members. The Settlement  
7 Administrator will issue an IRS Form 1099 to Class Counsel for the Attorney's Fees and Costs.

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

19         **41. Settlement Administration Costs.** The Settlement Administrator will be paid for  
20 the reasonable costs of administration of the Settlement and distribution of payments from the  
21 Gross Settlement Amount, which Settlement Administration Costs shall not exceed Thirteen  
22 Thousand Dollars and Zero Cents (\$13,000.00). These costs, will include, *inter alia*, the required  
23 tax reporting on the Individual Settlement Payments and Individual PAGA Payments, including  
24 the issuing of 1099 IRS Forms, distributing Class Notices, maintaining a toll-free telephone  
25 number, maintaining a settlement website, calculating Individual Settlement Payments and  
26 Individual PAGA Payments, distributing the Gross Settlement Amount as set forth herein, and  
27 providing necessary reports and declarations. These costs shall be paid from the Gross Settlement  
28 Amount. Any funds allocated to Settlement Administration Costs but not incurred by or otherwise

1 paid to the Settlement Administrator will be included in the Net Settlement Amount and  
2 distributed pro rata to the Settlement Class Members.

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

18       43.     **Individual Settlement Payment Calculations for Class Claims.** Each Settlement  
19 Class Member shall receive an equal share of the Net Settlement Amount if the Class Member  
20 worked at least one day during the Class Period. The Net Settlement Amount shall be divided by  
21 the total number of Settlement Class Members during the applicable Class Period. The Settlement  
22 Administrator will perform all calculations necessary to determine the Individual Settlement  
23 Payments based upon information provided by Defendant with the Class List. The entire Net  
24 Settlement Amount will be disbursed to all Settlement Class Members (i.e., all Class Members  
25 who do not submit timely and valid Requests for Exclusion). If there are any timely and valid  
26 Requests for Exclusion from Class Members, the Settlement Administrator shall not include a  
27 payment attributable to such individuals as part of the calculation of the total payments for all  
28

1 Settlement Class Members so that the amount available for distribution to the Settlement Class  
2 Members equals 100% of the Net Settlement Amount.

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

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

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

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

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

19           **49.     Confirmation of Contact Information in the Class List.** Prior to mailing, the  
20 Settlement Administrator will perform a search based on the National Change of Address  
21 Database for information to update and correct for any known or identifiable address changes.  
22 Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the  
23 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding  
24 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing  
25 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will  
26 promptly attempt to determine the correct address using a skip-trace, or other search using the  
27 name, address or Social Security Number of the Class Member involved, and will then perform a  
28 single re-mailing.

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

11           51.     **Disputed Information on Class Notices.** Class Members will have an opportunity  
12 to dispute the information provided in their Class Notices. Defendant's records will be presumed  
13 correct, but the Settlement Administrator will evaluate the evidence submitted by the Class  
14 Member and will make the final decision as to the merits of the dispute, which decision shall be  
15 final and unappealable by any Party or Class Member. All disputes will be resolved within ten  
16 (10) business days of the Response Deadline.

17           52.     **Request for Exclusion Procedures.** Any Class Member wishing to opt-out from  
18 the Settlement must sign and postmark a written Request for Exclusion to the Settlement  
19 Administrator within the Response Deadline. For a Request for Exclusion to be timely and valid,  
20 it must (a) be written, (b) be signed by the Class Member requesting exclusion, (c) identify the  
21 name of the Class Member requesting exclusion; (d) identify the action, (e) state that the Class  
22 Member has reviewed the Class Notice regarding the settlement of this action and the  
23 consequences of requesting exclusion from it, and wishes to be excluded from the settlement; (f)  
24 be mailed to the Settlement Administrator at the address provided in the Class Notice, and (g) be  
25 postmarked on or before the Response Deadline. Requests for Exclusion must be mailed to the  
26 Settlement Administrator as explained in the Class Notice and postmarked on or before the  
27 Response Deadline. The postmark date will be the exclusive means to determine whether a  
28 Request for Exclusion has been timely submitted. Any Class Member who requests to be

1 excluded from the class settlement will not be entitled to any recovery under the class settlement  
2 provisions and will not be bound by the terms of the class settlement (although the PAGA  
3 settlement and release provisions will apply to each such individual, and such individuals shall be  
4 entitled to their share of the PAGA Allocation) or have the right to object, appeal or comment  
5 thereon). The Settlement Administrator shall provide Class Counsel with a declaration that  
6 attaches and authenticates all valid and timely Requests for Exclusion received, which declaration  
7 Class Counsel shall file with the Court concurrently with the motion seeking final approval of the  
8 Settlement.

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

17       **54. Option to Rescind the Settlement Agreement:** Defendant may elect to rescind  
18 the Settlement if more than five percent (5%) of Class Members of the Settlement Class submit  
19 timely and valid Requests for Exclusion. If Defendant exercises the conditional right to rescind, it  
20 must do so by written communication to Class Counsel that is received by Class Counsel within  
21 fourteen (14) calendar days of the Response Deadline. In the event Defendant exercises the  
22 conditional right to rescind, Defendant will be responsible for all Settlement Administration Costs  
23 incurred prior to notice to the Administrator of the rescission.

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

1           **56.     Objection Procedures.** To object to the Settlement Agreement, a Settlement Class  
2 Member must timely submit to the Settlement Administrator a written Objection. For an  
3 Objection to be valid, it must (a) be written, (b) be signed by the Settlement Class Member making  
4 the objection, (c) identify the name of the Settlement Class Member making the objection; (d)  
5 identify the action, (e) be mailed to the Settlement Administrator at the address provided in the  
6 Class Notice, and (f) be postmarked on or before the Response Deadline. The Class Notice will  
7 also advise that any Objection should explain the reason for the objection, provided any facts that  
8 support the objection, and provide the most recent mailing address, telephone number and/or other  
9 contact information of the Settlement Class Member. The Settlement Administrator will forward  
10 copies of all written Objections to both Class Counsel and counsel for the Defendant within three  
11 (3) calendar days of receipt. The postmark date will be deemed the exclusive means for  
12 determining whether a written Objection is timely. At the Court's discretion, any Settlement Class  
13 Member may also object by appearing at the Final Approval Hearing, regardless of whether such  
14 Settlement Class Member submits a written Objection. Only those Settlement Class Members  
15 who do not submit a Request for Exclusion may object to the Settlement. At no time will any of  
16 the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written  
17 or oral objections to the Settlement Agreement or appeal from the Final Approval and Judgment  
18 thereon. Class Counsel will not represent any Class Members with respect to any such objections  
19 to this Settlement. The Settlement Administrator shall provide Class Counsel with a declaration  
20 that attaches and authenticates all Objections received, which declaration Class Counsel shall file  
21 with the Court concurrently with the motion seeking final approval of the Settlement.

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

28           **58.     Distribution of Settlement Payments.** All settlement payments will be distributed

1 within ten (10) business days of the funding of the QSA, at which time the Settlement  
2 Administrator will issue the Court-approved payments to: (i) Settlement Class Members; (ii)  
3 Aggrieved Employees, (iii) the LWDA; (iv) Plaintiff; (v) Class Counsel; and (vi) itself for the  
4 Settlement Administration Costs.

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

10       **60.     Certification of Completion.** Upon completion of administration of the  
11 Settlement, the Settlement Administrator will provide a written declaration under oath to certify  
12 such completion to the Court and counsel for all Parties.

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

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

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

26       **64.     Nullification of Settlement Agreement.** In the event that: (i) the Court does not  
27 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for  
28 any other reason, then this Settlement Agreement, and any documents generated to bring it into

1 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this  
2 Settlement Agreement will likewise be treated as void from the beginning.

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

11         **66. Final Settlement Approval Hearing and Entry of Judgment.** Upon expiration  
12 of the deadline to postmark Requests for Exclusion and Objections, and with the Court's  
13 permission, a Final Approval Hearing will be conducted to determine the Final Approval of the  
14 Settlement, along with the amounts properly payable for: (i) Individual Settlement Payments and  
15 Individual PAGA Payments; (ii) the Labor & Workforce Development Agency Payment; (iii) the  
16 Enhancement Payments; (iv) Attorney's Fees and Costs; and (v) all Settlement Administration  
17 Costs. The Final Approval Hearing will not be held earlier than forty-five (45) calendar days after  
18 the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to  
19 obtain final approval. Class Counsel will provide Defendant with a reasonable period of time to  
20 review and approve the Final Approval papers prior to Plaintiff filing the motion.

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

26         **68. Judgment and Continued Jurisdiction.** Upon final approval of the Settlement  
27 by the Court, the Parties will present the Judgment to the Court for its approval. After entry of the  
28 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the

1 interpretation and enforcement of the terms of the Settlement, (ii) settlement administration  
2 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set  
3 forth in this Settlement Agreement.

4       **69. Release by Plaintiff.** Upon the Effective Date, in addition to the claims being  
5 released by all Settlement Class Members and all Aggrieved Employees, Plaintiff will release and  
6 forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and  
7 all claims, known and unknown, asserted and not asserted, suspected or unsuspected, foreseen or  
8 unforeseen, actual or contingent, liquidated or unliquidated, and punitive or compensatory which  
9 Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement  
10 Agreement, including but not limited to any claims arising from or related to her employment with  
11 Defendant or the termination of that employment. To the extent the foregoing releases are releases  
12 to which Section 1542 of the California Civil Code or similar provisions of other applicable law  
13 may apply, Plaintiff expressly waives any and all rights and benefits conferred upon her by the  
14 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law,  
15 which are as follows:

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

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

26       **71. Entire Agreement.** This Settlement Agreement and attached Exhibits constitute  
27 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
28 agreements may be deemed binding on the Parties. The Parties expressly recognize California

1 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide  
2 that a written agreement is to be construed according to its terms and may not be varied or  
3 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
4 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

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

8       73.     **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties  
9 warrant and represent they are expressly authorized by the Parties whom they represent to  
10 negotiate this Settlement Agreement and to take all appropriate action required or permitted to be  
11 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute  
12 any other documents required to effectuate the terms of this Settlement Agreement. The Parties  
13 and their counsel will cooperate with each other and use their best efforts to affect the  
14 implementation of the Settlement. If the Parties are unable to reach agreement on the form or  
15 content of any document needed to implement the Settlement, or on any supplemental provisions  
16 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the  
17 assistance of the Court to resolve such disagreement.

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

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

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

1           **77. Acknowledgement that the Settlement is Fair and Reasonable.** The Parties  
2 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and  
3 have arrived at this Settlement after adversarial and arm's-length negotiations before a well-  
4 respected and neutral mediator, in the context of adversarial litigation, and taking into account all  
5 relevant factors, present and potential. The Parties further acknowledge that they are each  
6 represented by competent counsel and that they have had an opportunity to consult with their  
7 counsel regarding the fairness and reasonableness of this Settlement.

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

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

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

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

5           82.     **Publicity.** The Parties and their counsel agree that they will not issue any press or  
6 media releases about the Settlement, post information about the Settlement on any media site, or  
7 publicize the Settlement in any way prior to the Preliminary Approval of the Settlement. The  
8 parties and their Counsel further agree that they will not at any time issue any press or media  
9 releases about the Settlement, or post information about the Settlement on any media site other  
10 than the website created by the third party administrator for purposes of administering the  
11 settlement, or engage in any advertising or distribution of any marketing materials relating to the  
12 Settlement that in any manner identifies the Defendant, including but not limited to any postings  
13 on any websites maintained by Class Counsel, except that Class Counsel may identify this  
14 Settlement in other litigation matters to demonstrate to the Court in such other matters their  
15 adequacy to serve as class counsel. This provision does not apply to prevent any necessary  
16 disclosure to the Court or the LWDA to seek approval of the Settlement, any court filings or  
17 Notices to be sent to Class Members by the Settlement Administrator, or the posting of the final  
18 judgment of this Settlement on the Settlement Administrator's website to the extent required by  
19 the Court in connection with approval of the Settlement.

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

25          84.     **Mutual Preparation.** The Parties have had a full opportunity to negotiate the  
26 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will  
27 not be construed more strictly against one party than another merely by virtue of the fact that it  
28 may have been prepared by counsel for one of the Parties, it being recognized that, because of the

1 arms-length negotiations between the Parties, all Parties have contributed to the preparation of this  
2 Settlement Agreement.

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

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

10 87. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate  
11 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms  
12 of this Settlement Agreement.

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

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

20  
21 **PLAINTIFF SHULIN CHEN**

22 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Shulin Chen, Plaintiff

23  
24 **DEFENDANT LIVERAMP HOLDINGS, INC.**

25 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Full Name: \_\_\_\_\_

27 Title: \_\_\_\_\_

28 On behalf of Defendants

1 APPROVED AS TO FORM

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LAW OFFICES OF JEREMY PASTERNAK

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Dated: 10/4, 2022



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Attorneys for Plaintiff Shulin Chen

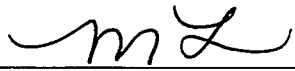
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VEDDER PRICE

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Dated: 10/4, 2022



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Michelle Landry

Attorneys for Defendant LiveRamp Holdings, Inc.

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# **EXHIBIT A1**



## LiveRamp Employee Agreement

This agreement ("Agreement") is entered into on \_\_\_\_\_ between LiveRamp Holdings, Inc. ("LiveRamp") and \_\_\_\_\_ "Employee" or "You."

1. LiveRamp agrees to employ you upon the terms and conditions set forth in this Agreement, and you agree to accept employment upon these terms and conditions.
2. You acknowledge that you have made full and truthful disclosure of your personal and work history, including qualifications, skills, history, education, training, and background prior to employment with LiveRamp.
3. You acknowledge that your employment with LiveRamp is contingent upon your passing a drug screening test and criminal background screen.
4. You agree that nothing contained in this Agreement constitutes a contract of employment with LiveRamp, and you acknowledge that your employment is "at will" and may be terminated at any time for any reason by you or by LiveRamp, provided that there is no violation of any state or federal law.
5. You acknowledge that this Agreement constitutes the entire agreement between LiveRamp and you regarding your employment relationship with LiveRamp and supersedes any prior negotiations or understandings between LiveRamp and you relating to your employment. You have read and understand the terms of this Agreement and are not relying on any other terms or representations except those contained in this Agreement. As an employee of LiveRamp, you may also be eligible to voluntarily participate in the LiveRamp Equity Compensation Plan, which may be offered to you pursuant to the terms of that Plan and its applicable Restricted Stock Unit Agreement, and not as a condition of employment.
6. You agree and consent to the production of this document by LiveRamp to third parties as required to effectuate enforcement or notify others, including, but not limited to, future employers, of your obligations hereunder.
7. You acknowledge that, as a result of your employment, you will be exposed to highly sophisticated computer systems, new product releases and databases of proprietary information. You acknowledge that you will be provided special training at LiveRamp's expense and will be made aware of trade secrets and other non-public information relating to both LiveRamp's business and its customers' business, which if generally known would cause competitive injury. You further agree that during your employment you will not use or disclose:

(i) any Information as to business methods, business policies, systems, documentation, computer programs, research or development projects, trade secrets or inventions of LiveRamp or its customers;

(ii) any names and addresses of customers, customer lists, or any other data relating to past, present or prospective customers of LiveRamp or its customers; or

(iii) any other information relating to the business operations of LiveRamp, its customers or its employees

This information may be contained in various media including, without limitation, applications, computer programs, manuals, technical specifications, electronically or in hard copy format. It is not a breach of this provision if such information: (i) is or becomes generally known to and available for use by the public other than as a result of your fault; (ii) is independently developed by you without use or reference to any confidential information described herein; or (iii) is required by law to be disclosed by you. Additionally, you agree that at all times after your employment not to use or disclose LiveRamp's trade secrets.

8. While employed by LiveRamp, you agree that you will not engage in any business which competes with LiveRamp. At the end of your employment for whatever reason, you agree to deliver to LiveRamp all LiveRamp property, equipment, records, lists of names or other LiveRamp or customer data, and any other LiveRamp articles or papers, in whatever media or however maintained or preserved, which you possess by reason of your employment. You agree that you will not retain copies of any of these items. You further agree that you will not retain or use for your account at any time any trade name, trademark or other proprietary business designation used or owned in connection with the business of LiveRamp or its affiliates.

9. a) You agree that upon termination of your employment, for whatever reason you will not use trade secrets of LiveRamp to compete against LiveRamp and that, to that end, you will not use LiveRamp trade secrets to solicit any existing or prospective customers you serviced, or whose identity you learned during your employment with LiveRamp, to divert, transfer or otherwise take away business or prospective business from LiveRamp. Additionally, you agree not to accept any employment or enter into any other business relationship with any company that provides services to LiveRamp customers without first advising the prospective employer or other entity of your obligations concerning LiveRamp's trade secret Information. You acknowledge that the purpose of this paragraph is to protect LiveRamp's legitimate business interests and market advantages from unfair competition by you and not to interfere with ordinary competition or to deprive you of a livelihood. You agree that the restrictions in this paragraph, in view of the nature of the business in which LiveRamp is engaged and in light of the special training, disclosure of trade secrets, confidential business information and customer data LiveRamp will provide to you, are reasonable and necessary in order to protect LiveRamp's legitimate business interests. The existence of any other claim by you against LiveRamp, whether based on this Agreement or otherwise, will not constitute a defense to LiveRamp's enforcement of this paragraph.
- b) The parties intend that each covenant contained in this section will be construed as a separate covenant, one for each state of the United States, each county of each state of the United States, and each foreign jurisdiction in which LiveRamp does business or is preparing to do business. Except for geographic coverage, each such separate covenant will be deemed identical to the other. If, in any judicial proceeding, a court refuses to enforce any covenant (or any part thereof), then such unenforceable covenant (or such part) will be deemed eliminated from this Agreement for the purpose of those proceedings. In the event that the provisions of this section should ever be deemed to exceed the time or geographic limitations, or the scope of this covenant is ever deemed to exceed that which is permitted by applicable law, then such provisions will be reformed to the maximum time, geographic limitations or scope, as the case may be, permitted by applicable law. The unenforceability of any covenant in this section will not preclude the enforcement of any other covenants or provisions of any other obligation of you or LiveRamp hereunder.
10. During your employment with LiveRamp, you will not directly or indirectly (a) solicit any employee of LiveRamp or its affiliates to work elsewhere; or (b) induce any employee of LiveRamp or its affiliates to terminate his or her employment with LiveRamp. Additionally, if you terminate your employment with LiveRamp for any reason, then for the one (1) year period from the date of termination of your employment, you will not directly or indirectly, use any confidential, proprietary or trade secret information belonging to LiveRamp to: (a) solicit any employee of LiveRamp or its affiliates to work elsewhere; or (b) induce any employee of LiveRamp or its affiliates to terminate his or her employment with LiveRamp..
11. You agree that any money you may owe LiveRamp for travel advances, personal computer equipment, any other loans or advances or any other money must be repaid in full prior to or upon your termination of employment.
12. You agree that any inventions you conceive of, develop and/or reduce to practice, and any copyrightable works you develop, during and in connection with your employment with LiveRamp, whether during working hours or at any other time, will be the exclusive property of LiveRamp. In particular, you agree that such copyrightable works shall be deemed to be works made for hire under the Copyright Law, and in the event that any such copyrightable works may be held to be something other than works made for hire, you agree that this Agreement is and shall be deemed to be a sufficient assignment of your entire right and interest in those copyrightable works to LiveRamp. Your signature to this Agreement shall also function as the assignment to LiveRamp of any other inventions, patentable works, or other items conceived of/developed and/or reduced to practice during the term of your employment with LiveRamp or thereafter as specified in this Agreement.

You agree to keep LiveRamp informed of all such inventions and copyrightable works and to do whatever is in LiveRamp's judgment reasonably necessary to ensure that LiveRamp is their owner. You agree that you are not entitled to any special payment for the conception, development, and/or reduction to practice of such inventions or the development of such copyrightable works, since your employment and continued employment by LiveRamp constitutes full and fair payment for your efforts and full and fair compensation for any assignment to LiveRamp of any rights you may have in such inventions and copyrightable works.

Further, you agree, without further consideration, to disclose immediately to LiveRamp each and every invention and/or improvement that you make or conceive, either solely or jointly with others within one (1) year after termination of employment for any reason from LiveRamp if and to the extent the invention and/or improvement results from work for LiveRamp, any use of LiveRamp's premises or property or any use of LiveRamp's confidential information specified in section 7.

In accordance with section 2872 of the California Labor Code, notice is provided to you that this provision shall not extend to the inventions or copyrightable works conceived, developed and/or reduced to practice: (i) on your own time; (ii) with your own equipment, supplies, facilities and trade secret information; (iii) unrelated to the business of LiveRamp or anticipated research or development by LiveRamp; and (iv) not performed by you for LiveRamp. To the extent that this

Agreement purports to require you to assign an invention otherwise excluded by this paragraph, the provision is against the public policy of this state and is unenforceable. This limited exclusion does not apply to any patent or invention covered by a contract between LiveRamp and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

13. This Agreement will be binding upon and will operate for the benefit of the parties and their respective assigns, executors, administrators, and successors.
14. This Agreement will be construed and enforced under California law.
15. If any provision of this Agreement or the application of any such provision to any party or circumstances will be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, will not be affected thereby, and each provision hereof will be validated and will be enforced to the fullest extent permitted by law.
16. You understand that you will have access to the Employee Handbook and agree to abide by the terms of the Employee Handbook, as may be revised from time to time, including but not limited to the policies on: Equal Employment Opportunity and Anti-Harassment; Drug Free Workplace; Conflict of Interest; Competitive Information; Stock Trades by Employees; Electronic Communications and On-Line Systems; and Computer Software and Security.
17. You represent that you are not bound by any fact or agreement with any third party which would or might preclude you from working for LiveRamp and you represent that, to the extent that there exists any such agreement, you will present it promptly to LiveRamp for review. You acknowledge that LiveRamp expects you to: a) respect and safeguard the trade secrets and confidential information ("Restricted Information") of your former employers; and b) abide by any applicable terms of a former employer's Restricted Information policies or agreements in effect. You agree you will not disclose to LiveRamp or use in LiveRamp's business any Restricted Information or material of a former employer unless such information is no longer confidential or written consent of such former employer has been obtained for such use. If LiveRamp inadvertently requests information from you that would require a disclosure of Restricted Information, you must immediately advise your manager of this fact and not use or disclose the Restricted Information. If you receive what you believe to be Restricted Information from another employee concerning the employee's former employer, you must immediately advise your manager or LiveRamp in-house counsel of that fact and not use or disclose the potential Restricted Information unless and until you receive approval to do so.
18. You understand and agree that this Agreement is executed by LiveRamp on its own behalf and on behalf of each of its subsidiaries and affiliates, that your obligations under this Agreement shall apply equally to each of LiveRamp's subsidiaries and affiliates and that such subsidiaries and affiliates may enforce this Agreement in their own names as if they were parties to this Agreement.

## Employee

## LiveRamp

---

Name (Type or Print)

---

Name

---

Signature

---

Signature

---

Last 4 digits of SSN

---

Job Role

☐ - Check this box if you

DO NOT have an SSN

---

Date of Birth

# **EXHIBIT A2**



**LIVERAMP HOLDINGS, INC.  
AMENDED AND RESTATED 2005 EQUITY COMPENSATION PLAN**

**NOTICE OF RESTRICTED STOCK UNIT AWARD AND  
RESTRICTED STOCK UNIT AGREEMENT  
(California Employees)**

|                                 |                      |                   |
|---------------------------------|----------------------|-------------------|
| %%FIRST_NAME%- %LAST_NAME%-     | <b>Award Number:</b> | %%OPTION_NUMBER%- |
| %%ADDRESS_LINE_1%-              | <b>Plan:</b>         | <b>2005</b>       |
| %%ADDRESS_LINE_2%-              |                      |                   |
| %%CITY%-, %%STATE%- %%ZIPCODE%- |                      |                   |
| %%COUNTRY%-                     |                      |                   |

Effective as of %%OPTION\_DATE,'MM/DD/YYYY'%- ("Award Date"), pursuant to the Amended and Restated 2005 Equity Compensation Plan of LiveRamp Holdings, Inc (the "Plan"), you have been granted an award of %%TOTAL\_SHARES\_GRANTED,'999,999,999'%- Restricted Stock Units ("RSUs"), with each RSU representing the right to receive one share of the Common Stock of LiveRamp Holdings, Inc. (the "Company") upon vesting. Capitalized terms that are not defined in this Notice of Restricted Stock Unit Award and Restricted Stock Unit Agreement (the "Notice"), the Terms and Conditions of Restricted Stock Unit Award attached hereto as Exhibit A (the "Terms and Conditions"), any special terms and conditions for your country set forth in the appendix attached hereto as Exhibit B (the "Appendix"), or any other exhibits or annexes to these documents (all together, the "Agreement") have the meanings given to them in the Plan.

Subject to the terms and conditions of the Plan and this Agreement, and any severance or change in control policy of the Company, if any, the RSUs will vest on the following schedule, subject to you continuing to be an Associate through the applicable vesting date:

| <u>Vest Date</u>                        | <u>Shares</u>                     |
|-----------------------------------------|-----------------------------------|
| %%VEST_DATE_PERIOD1,'Month DD, YYYY'%-  | %%SHARES_PERIOD1,'999,999,999'%-  |
| %%VEST_DATE_PERIOD2,'Month DD, YYYY'%-  | %%SHARES_PERIOD2,'999,999,999'%-  |
| %%VEST_DATE_PERIOD3,'Month DD, YYYY'%-  | %%SHARES_PERIOD3,'999,999,999'%-  |
| %%VEST_DATE_PERIOD4,'Month DD, YYYY'%-  | %%SHARES_PERIOD4,'999,999,999'%-  |
| %%VEST_DATE_PERIOD5,'Month DD, YYYY'%-  | %%SHARES_PERIOD5,'999,999,999'%-  |
| %%VEST_DATE_PERIOD6,'Month DD, YYYY'%-  | %%SHARES_PERIOD6,'999,999,999'%-  |
| %%VEST_DATE_PERIOD7,'Month DD, YYYY'%-  | %%SHARES_PERIOD7,'999,999,999'%-  |
| %%VEST_DATE_PERIOD8,'Month DD, YYYY'%-  | %%SHARES_PERIOD8,'999,999,999'%-  |
| %%VEST_DATE_PERIOD9,'Month DD, YYYY'%-  | %%SHARES_PERIOD9,'999,999,999'%-  |
| %%VEST_DATE_PERIOD10,'Month DD, YYYY'%- | %%SHARES_PERIOD10,'999,999,999'%- |
| %%VEST_DATE_PERIOD11,'Month DD, YYYY'%- | %%SHARES_PERIOD11,'999,999,999'%- |
| %%VEST_DATE_PERIOD12,'Month DD, YYYY'%- | %%SHARES_PERIOD12,'999,999,999'%- |
| %%VEST_DATE_PERIOD13,'Month DD, YYYY'%- | %%SHARES_PERIOD13,'999,999,999'%- |
| %%VEST_DATE_PERIOD14,'Month DD, YYYY'%- | %%SHARES_PERIOD14,'999,999,999'%- |
| %%VEST_DATE_PERIOD15,'Month DD, YYYY'%- | %%SHARES_PERIOD15,'999,999,999'%- |
| %%VEST_DATE_PERIOD16,'Month DD, YYYY'%- | %%SHARES_PERIOD16,'999,999,999'%- |

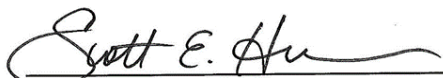
All vesting will be rounded to the nearest whole RSU, and any fractional RSUs will be accumulated and vested on the date that an accumulated full RSU is vested.

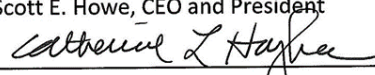
If you cease to be an Associate for any or no reason before you fully vest in the RSUs, the unvested RSUs will terminate according to the terms of Section 5 of the Terms and Conditions.

This RSU Agreement and applicable Plan is offered to you by LiveRamp as an additional benefit and is not required as a condition of employment. You may voluntarily accept this RSU Agreement and terms of the Plan by logging into your E\*Trade account and electronically accepting this award. By doing so, you acknowledge and agree that:

- i. This award of RSUs is subject to the terms and conditions as described within this Agreement and the Plan that are being provided to you electronically, including their exhibits and appendices, if any.
- ii. You understand that the Company is not providing any tax, legal, or financial advice and is not making any recommendations regarding your participation in the Plan or your acquisition or sale of Shares.
- iii. You have reviewed the Plan and this Agreement, have had an opportunity to obtain the advice of personal tax, legal, and financial advisors prior to accepting this award, and fully understand all provisions of this Agreement and the Plan. You will consult with your own personal tax, legal, and financial advisors before taking any action related to the Plan.
- iv. You have read and agree to each provision of Section 10 of the Terms and Conditions.
- v. You will notify the Company of any change to the contact address above.

**IF YOU DO NOT ACCEPT THIS AGREEMENT ON OR PRIOR TO THE FIRST DATE ANY PORTION OF THESE RSUS VEST, NO RSUs WILL BE GRANTED AND YOU WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE PLAN. THIS AGREEMENT IS ENTIRELY VOLUNTARY ON YOUR PART AND IS NOT REQUIRED TO BE ACCEPTED BY YOU AS A CONDITION OF EMPLOYMENT.**

  
\_\_\_\_\_  
Scott E. Howe, CEO and President

  
\_\_\_\_\_  
Catherine Hughes, Corporate Governance Executive



## EXHIBIT A

### TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

This Agreement (including these Terms and Conditions) and the Plan constitute the entire agreement between the Company and you with regard to the RSUs pertaining to the Common Stock described in the Notice. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Notice and the Plan.

1. **Grant and Acceptance of Terms.** The Company grants you an award of RSUs as described in the Notice. **Your acceptance and retention of the award described in the Notice, as evidenced by your electronic acceptance of this Agreement, shall constitute your acceptance of the terms and conditions set forth in this Agreement, and the Plan. Your acceptance of this Agreement is entirely voluntary on your part and is not required as a condition of employment.** If there is a conflict between the Plan, this Agreement, or any other agreement governing the RSUs, those documents will take precedence and prevail in the following order: (a) the Plan, (b) this Agreement, and (c) any other agreement between the Company and you governing these RSUs (provided that any applicable severance or change in control policy of the Company will apply to the RSUs).

2. **Your Rights with Respect to the RSUs.**

a. **Company's Obligation to Pay.** Each RSU is a right to receive a Share on the date the RSU vests. Until an RSU vests, you have no right to payment of the Share. Before a vested RSU is paid, the RSU is an unsecured obligation of the Company, payable (if at all) only from the Company's general assets. A vested RSU will be paid to you (or in the event of your death, to your estate or such other person as specified in Section 6 below) in whole Shares as soon as practicable after vesting (but no later than 60 days following the vesting date), subject to you satisfying any obligations for Tax-Related Items (as defined in Section 9(a)(i) of these Terms and Conditions) and any delay in payment required under Section 9(b)(i) of these Terms and Conditions. You cannot specify (directly or indirectly) the taxable year of the payment of any vested RSU under this Agreement

b. **Stockholder Rights.** Upon vesting, the RSUs granted pursuant to the Notice will entitle you to all the rights of a stockholder of the Company's Common Stock as to the amount of shares of Common Stock ("Shares") currently vested. Your rights as a stockholder of the Company (including the right to vote and to receive dividends and distributions) will not begin until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars, and your rights with respect to the RSUs will remain forfeitable prior to the date on which such rights become vested.

3. **Vesting.** Subject to Section 11 of the Plan and Section 4 of these Terms and Conditions, RSUs shall vest as set forth in the Notice. RSUs scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest unless you continue to be an Associate until the time such vesting is scheduled to occur.

4. **Board and Committee Discretion.** The Board and the Committee have the discretion to accelerate the vesting of any RSUs at any time, subject to the terms of the Plan. In that case, those RSUs will be vested as of the date specified by the Board or the Committee.

5. **Forfeiture upon Termination.** If your status as an Associate terminates for any reason, your RSUs will immediately stop vesting and any of these RSUs that have not yet vested will be forfeited by you upon the effective date of your termination (the "Termination Date"). The provisions of this Section 5 are subject to the provisions of Section 7 below entitled "Forfeiture of Shares for Engaging in Certain Activities." For purposes of your RSUs, the "Termination Date" shall be considered to occur (regardless of the reason for termination of your service and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are an Associate or otherwise providing services or the terms of your employment or service agreement, if any) as of the date you are no longer actively providing services to the Company or any Affiliated Company and shall not be extended by any notice period (e.g., your period of service will not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are an Associate or otherwise providing services, or the terms of your employment or service agreement, if any). The Board shall have the exclusive discretion to determine when you are no longer actively providing services for

purposes of your RSUs (including whether you may still be considered to be providing services while on a leave of absence).

6. **Death.** Any distribution or delivery to be made to you under this Agreement will, if you are then deceased, be made to the administrator or executor of your estate or, if the Board or the Committee permits, your designated beneficiary. Any such transferee must furnish the Company with (a) written notice of your status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations that apply to the transfer.

7. **Forfeiture of Shares for Engaging in Certain Activities.**

a. If at any time during your service as an Associate you engage in any activity which competes with any activity of the Company and/or any Affiliated Companies, or if you engage in any of the prohibited activities listed in subsection (b) below at any time during your service as an Associate, or within one year after your Termination Date, then:

- i. any unvested RSUs granted to you shall be canceled;
- ii. with respect to any Shares received by you pursuant to the settlement of the RSUs within the three-year period before and the three-year period after your Termination Date, you shall pay to the Company an amount equal to the proceeds of any sale or distribution of those Shares (the “Forfeited Shares”), or, if still held by you, the aggregate fair market value of such Forfeited Shares as of the date of vesting; and
- iii. the Company shall be entitled to set off against the amount of any such Forfeited Shares any amounts owed to you by the Company.

Engaging in any activity which competes with any activity of the Company during your service as an Associate includes any attempt, directly or indirectly, either individually or on behalf of anyone that is in competition with or acting against the interests of the Company, to solicit, sell to, assist, divert, accept or receive the trade or business of any customer of the Company or any Affiliated Company for the benefit of any person or entity other than the Company or any Affiliated Company.

b. The prohibited activities include:

- i. any attempt, directly or indirectly, either individually or on behalf of anyone that is in competition with or acting against the interests of the Company, to use the trade secrets of the Company to solicit, sell to, assist, divert or induce the trade or business of any customer of the Company or any Affiliated Company with whom you have had personal contact and/or with whom you have done business while employed at any time for the Company or any Affiliated Company;
- ii. disclosing or misusing any trade secrets concerning the Company or any Affiliated Company;
- iii. any attempt, directly or indirectly, to use any LiveRamp trade secret to solicit or induce any Associate of the Company or any Affiliated Company to be employed or perform services elsewhere;
- iv. the failure or refusal to disclose promptly and to assign to the Company all right, title and interest in any invention or idea made or conceived in whole or in part by you in the course of your employment by the Company or any Affiliated Company, relating to the actual or anticipated business, research or development work of the Company or any Affiliated Company, or the failure or refusal to do anything reasonably necessary to enable the Company or any Affiliated Company to secure a patent or other intellectual property right;
- v. participating in a hostile takeover attempt against the Company;

vi. a material violation of Company policy, including, without limitation, the Company's insider trading policies; or

vii. conduct related to your employment for which you have been convicted of criminal conduct or for which you have been assessed civil penalties.

c. Upon receipt of any Shares pursuant to Section 2 of these Terms and Conditions, you agree to certify, if requested by the Company, that you are in compliance with the terms and conditions of this Agreement.

d. You may be released from your obligations under this Section 7 only if the Board or the Committee, or its authorized designee(s), determines in its sole discretion that to do so is in the best interests of the Company.

e. You acknowledge the Company has a valid and reasonable interest in protecting its trade secrets and the prohibitions of this Section 7 are not intended to restrain you in the pursuit of other employment opportunities, nor are they intended to prohibit you from working in the data connectivity services industry.

8. **Restriction on Transfer.** RSUs may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of by you except as provided under the Plan, and any unauthorized purported sale, assignment, transfer, pledge, hypothecation or other disposition shall be void and unenforceable against the Company. If any RSUs are transferred, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors, and assigns of the parties to this Agreement.

9. **Responsibility for Taxes.**

a. **Tax Withholding.**

i. You acknowledge that, regardless of any action taken by the Company or, if different, the Affiliated Company to which you provide services (the "Service Recipient"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefit tax, payment on account, employment tax, stamp tax or other tax-related items related to your participation in the Plan and legally applicable or deemed applicable to you ("Tax-Related Items") is and remains your responsibility and may exceed the amount actually withheld, if any, by the Company or the Service Recipient. You further acknowledge that the Company and/or the Service Recipient (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs or the underlying Shares, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale or disposal of Shares and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

ii. Prior to the relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, you authorize and direct the Company and any brokerage firm determined acceptable to the Company to sell on your behalf a whole number of Shares from those Shares issued to you as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy any applicable withholding obligations or rights for Tax-Related Items. In the event that such withholding by sale of Shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, you authorize the Company or its respective agents to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of the following: (1) your payment of a cash amount (including by check representing readily available funds or a wire transfer); (2) withholding from your wages or other cash compensation paid to you by the Company and/or the Service Recipient or any Affiliated Company; (3) withholding Shares to be issued at vesting; or (4) any other arrangement approved by the Board of Directors and permitted under applicable laws.

iii. The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in your jurisdiction(s). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Shares), or if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Service Recipient. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of Shares is held back solely for the purpose of paying the Tax-Related Items. The Company may refuse to issue or transfer Shares, or the proceeds of the disposition of Shares, if you fail to comply with your obligations in connection with the Tax-Related Items.

b. **Code Section 409A.** This Section 9(b) does not apply if you are not a U.S. income taxpayer.

i. If the vesting of any RSUs is accelerated in connection with a termination of your status as an Associate that is a “separation from service” within the meaning of Treasury Regulations Section 1.409A-1(h) and (x) you are a “specified employee” within the meaning of Treasury Regulations Section 1.409A-1(i)(1) at that time and (y) the payment of such accelerated RSUs would result in the imposition of additional tax under Code Section 409A if paid to you within the 6-month period following such termination, then the accelerated RSUs will not be paid until the first day after the 6-month period ends.

ii. If your status as an Associate terminates due to death or you die after you stop being an Associate, the delay under Section 9(b)(i) of these Terms and Conditions will not apply, and these RSUs will be paid in Shares to your estate (or such other person as specified in Section 6 above) as soon as practicable.

iii. All payments and benefits under this Agreement are intended to be exempt from Code Section 409A or comply with any requirements necessary to avoid the imposition of additional tax under Code Section 409A(a)(1)(B) so that none of these RSUs or Shares issuable upon the vesting of RSUs will be subject to the additional tax imposed under Code Section 409A, and any ambiguities or ambiguous terms will be interpreted according to that intent. In no event will the Company or any Affiliated Company have any obligation or liability to reimburse, indemnify, or hold you harmless for any taxes imposed, or other costs incurred, as a result of Code Section 409A.

iv. Each payment under this Agreement is a separate payment under Treasury Regulations Section 1.409A-2(b)(2).

10. **Acknowledgements and Agreements.** You acknowledge that your acceptance of this Agreement is voluntary and is not required as a condition of employment. Your acceptance of the RSUs through the Company’s electronic or online acceptance process, or your signature on the Notice accepting these RSUs, indicates that:

a. YOU ACKNOWLEDGE AND AGREE THAT THE VESTING OF THESE RSUS IS EARNED ONLY BY CONTINUING YOUR SERVICE AS AN ASSOCIATE AND THAT BEING HIRED OR BEING GRANTED THESE RSUS WILL NOT RESULT IN VESTING.

b. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THESE RSUS AND THIS AGREEMENT DO NOT CREATE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN ASSOCIATE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL AND WILL NOT INTERFERE IN ANY WAY WITH YOUR RIGHT OR THE RIGHT OF THE COMPANY OR SERVICE RECIPIENT TO TERMINATE YOUR RELATIONSHIP AS AN ASSOCIATE AT ANY TIME, WITH OR WITHOUT CAUSE.

c. You agree that this Agreement and its incorporated documents reflect all agreements on its subject matters and that you are not accepting this Agreement based on any promises, representations, or inducements other than those reflected in this Agreement.

d. You agree that the Company's delivery of any documents related to the Plan or these RSUs (including the Plan, this Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders) to you may be made by electronic delivery, which may include but does not necessarily include the delivery of a link to a Company intranet or to the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or any other means of electronic delivery specified by the Company. If the attempted electronic delivery of such documents fails, you will be provided with a paper copy of the documents. You acknowledge that you may receive from the Company a paper copy of any documents that were delivered electronically at no cost to you by contacting the Company by telephone or in writing. You may revoke your consent to the electronic delivery of documents or may change the e-mail address to which such documents are to be delivered (if you have provided an e-mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or e-mail. Finally, you understand that you are not required to consent to electronic delivery of documents.

e. You may deliver any documents related to the Plan or these RSUs to the Company by e-mail or any other means of electronic delivery approved by the Board or the Committee, but you must provide the Company or any designated third party administrator with a paper copy of any documents if your attempted electronic delivery of such documents fails.

f. You accept that all good faith decisions or interpretations of the Board or the Committee regarding the Plan and these RSUs are binding, conclusive, and final. No member of the Board or the Committee will be personally liable for any such decisions or interpretations.

g. You agree that the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan.

h. You agree that the grant of Awards (including these RSUs) is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past.

i. You agree that any decisions regarding future RSUs or other Awards, if any, will be in the Company's sole discretion.

j. You agree that you are voluntarily participating in the Plan.

k. You agree that these RSUs and any Shares acquired under these RSUs are not intended to replace any pension rights or compensation.

l. You agree that these RSUs, any Shares acquired under these RSUs, and their income from and value are not part of normal or expected compensation for any purpose, including, but not limited to, for calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits, or similar payments.

m. You agree that the future value of the Shares underlying these RSUs is unknown, indeterminable, and cannot be predicted with certainty.

n. Unless otherwise agreed with the Company in writing, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service you may provide as a director of an Affiliated Company.

o. You agree that neither the Company nor any Affiliated Company is liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of these RSUs or of any amounts due to you from the payment of these RSUs or the subsequent sale of any Shares acquired upon such payment.

p. You have read and agree to the Data Privacy provisions of Section 11 of these Terms and Conditions.

q. You agree that you have no claim or entitlement to compensation or damages from any forfeiture of these RSUs resulting from the termination of your status as an Associate (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are an Associate or the terms of your service agreement, if any).

**11. Data Privacy.** *If you would like to participate in the Plan, you understand that you will need to review the information provided in this Section 11 and, where applicable, declare consent to the processing and/or transfer of personal data as described below.*

a. **EEA+ Controller.** *If you are based in the European Union (“EU”), the European Economic Area or the United Kingdom (collectively “EEA+”), you should note that the Company, with its registered address at 225 Bush Street, Seventeenth Floor, San Francisco, CA 94014, United States of America, is the controller responsible for the processing of your personal data in connection with the Agreement and the Plan.*

b. **Data Collection and Usage.** *The Company collects, uses and otherwise processes certain personal data about you, including, but not limited to, your name, home address and telephone number, e-mail address, date of birth, social insurance number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all RSUs or any other entitlement to shares of stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in your favor, which the Company receives from you, the Service Recipient or otherwise in connection with this Agreement or the Plan (“Data”), for the purposes of implementing, administering and managing the Plan.*

i. *If you are based in the EEA+, the legal basis, where required, for the processing of Data by the Company is the necessity of the data processing for the Company to (i) perform its contractual obligations under this Agreement, (ii) comply with legal obligations established in the EEA+, or (iii) pursue the legitimate interest of complying with legal obligations established outside the EEA+.*

ii. *If you are based outside the EEA+, the legal basis, where required, for the processing of Data by the Company is your consent, as further described below.*

c. **Stock Plan Administration Service Providers.** *The Company transfers Data to E\*TRADE Securities, LLC (“E\*Trade”) an independent service provider, which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with such other provider serving in a similar manner. E\*Trade will open an account for you to receive and dispose of Shares acquired under the Plan. You may be asked to agree on separate terms and data processing practices with E\*Trade, with such agreement being a condition to the ability to participate in the Plan.*

d. **International Data Transfers.** *You understand that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan, such as E\*Trade, are based in the United States. If you are located outside the United States, you understand and acknowledge that your country may have enacted data privacy laws that are different from the laws of the United States. The Company’s legal basis for the transfer of your Data, where required, is your consent.*

e. **Data Retention.** *The Company will hold and use the Data only as long as is necessary to implement, administer and manage your participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax and securities laws.*

f. **Data Subject Rights.** *You may have a number of rights under data privacy laws in your jurisdiction. Depending on where you are based, such rights may include the right to (i) request access or*

*copies of Data the Company processes, (ii) the rectification or amendment of incorrect or incomplete Data, (iii) the deletion of Data, (iv) request restrictions on the processing of Data, (v) object to the processing of Data for legitimate interests, (vi) the portability of Data, (vi) lodge complaints with competent authorities in your jurisdiction, and/or to (viii) receive a list with the names and addresses of any potential recipients of Data. To receive additional information regarding these rights or to exercise these rights, you can contact the Company's human resources department at [People.Ops@LiveRamp.com](mailto:People.Ops@LiveRamp.com).*

g. **Necessary Disclosure of Personal Data.** *You understand that providing the Company with Data is necessary for the performance of the Agreement and that your refusal to provide Data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan.*

h. **Voluntariness and Consequences of Consent Denial or Withdrawal.** *Participation in the Plan is voluntary and you are providing any consent referred to herein on a purely voluntary basis. You understand that you may withdraw any such consent at any time with future effect for any or no reason. If you do not consent, or if you later seek to withdraw their consent, your salary from or employment and career with the Service Recipient will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to offer or grant RSUs under the Plan to you or administer or maintain the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, you should contact the Company's human resources department at [People.Ops@LiveRamp.com](mailto:People.Ops@LiveRamp.com).*

**Declaration of Consent.** *If you are based in the EEA+, by participating in the Plan and indicating consent by signing this Agreement or via the Company's online acceptance procedure, you explicitly declare your consent to the onward transfer of Data by the Company to E\*Trade or, as the case may be, a different service provider of the Company in the United States as described in this Section 11.*

*If you are based outside the EEA+, by participating in the Plan and indicating consent by signing this Agreement or via the Company's online acceptance procedure, you explicitly declare your consent to the entirety of the Data processing operations described in this Section 11 including, without limitation, the onward transfer of Data by the Company to E\*Trade or, as the case may be, a different service provider of the Company in the United States.*

12. **Modifications to the Agreement.** The Plan and this Agreement constitute the entire understanding of the parties on the subjects covered. You expressly warrant that you are not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. All amendments to this Agreement shall be in writing executed by a duly authorized officer of the Company; *provided* that this Agreement is subject to the power of the Board and/or the Committee to amend this Agreement and the Plan as provided in the Plan. Notwithstanding the foregoing, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without your consent, to comply with Code Section 409A, to otherwise avoid imposition of any additional tax or income recognition under Code Section 409A in connection with these RSUs.

13. **Notices.** Any notice to be given under this Agreement to the Company shall be addressed to the Company in care of its stock plan administrator at LiveRamp Holdings, Inc., 225 Bush Street, Seventeenth Floor, San Francisco, CA 94104, until the Company designates another address in writing. Any notice to be given to you shall be addressed to you at the address listed in the Company's records. By a notice given pursuant to this Section 13, either party may designate a different address for notices. Any notice shall have been deemed given when actually delivered. [The parties may use e-mail delivery, so long as the message is clearly marked, sent to the e-mail addresses set forth under the signatures below, or to such other e-mail addresses as may have been furnished by such party in writing to the other, and a delivery receipt and a read receipt are made part of the message. E-mail delivery will be deemed to occur when the sender receives confirmation that such message has been received and read by the recipient.]

14. **Additional Conditions to Issuance of Stock.** If the Company determines that the listing, registration, qualification, or rule compliance of the Common Stock on any securities exchange or under any state,

federal, or foreign law or the tax code and related regulations or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to you (or your estate), the Company will try to meet the requirements of any such state, federal, or foreign law or securities exchange and to obtain any such consent or approval of any such governmental authority or securities exchange, but the Shares will not be issued until such conditions have been met in a manner acceptable to the Company. Notwithstanding the foregoing, you understand that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that the Company shall have unilateral authority to amend this Agreement without your consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

15. **Clawback.** These RSUs (including any proceeds, gains or other economic benefit received by you upon its payment or the subsequent sale of Shares issued upon payment of the RSUs) will be subject to any compensation recovery or clawback policy implemented by the Company before or after the date of this Agreement. This includes any clawback policy adopted to comply with the requirements of applicable laws.

16. **Administration.** The Board and the Committee administer the Plan. Your rights under this Agreement are expressly subject to the terms and conditions of the Plan, including continued stockholder approval of the Plan, and to any guidelines the Board or the Committee adopts from time to time.

17. **Severability.** If any part of this Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any part of this Agreement not declared to be unlawful or invalid. Any part so declared unlawful or invalid shall, if possible, be construed in a manner which gives effect to the terms of such part to the fullest extent possible while remaining lawful and valid.

18. **Applicable Law.** The Plan, this Agreement, these RSUs, and all determinations made and actions taken under the Plan, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of California without giving effect to principles of conflicts of law.

19. **Forum Selection** At all times each party hereto: (i) irrevocably submits to the exclusive jurisdiction of any California court or Federal court sitting in the Northern District of California; (ii) agrees that any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be heard and determined in such California or Federal court; (iii) to the extent permitted by law, irrevocably waives (a) any objection such party may have to the laying of venue of any such action or proceeding in any of such courts, or (b) any claim that such party may have that any such action or proceeding has been brought in an inconvenient forum; and (iv) to the extent permitted by law, irrevocably agrees that a final non-appealable judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this section entitled "Forum Selection" will affect the right of any party hereto to serve legal process in any manner permitted by law.

20. **Headings.** Headings are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

21. **Waiver.** You acknowledge that a waiver by the Company of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of this Agreement by you.

22. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on your participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

23. **Language.** You acknowledge that you are proficient in the English language, or have consulted with an advisor who is proficient in the English language, so as to enable you to understand the provisions of this Agreement and the Plan. If you have received this Agreement or any other document related to the Plan translated

into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

24. **Non-U.S. Appendix.** These RSUs are subject to any special terms and conditions set forth in Exhibit B to this Agreement for your country (the “Appendix”). If you relocate to a country included in the Appendix, the special terms and conditions for that country will apply to you to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

25. **Insider Trading/Market Abuse.** You acknowledge that, depending on your or your broker’s country or where the Shares are listed, you may be subject to insider trading restrictions and/or market abuse laws which may affect your ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (*e.g.*, RSUs) or rights linked to the value of Shares during such times you are considered to have “inside information” regarding the Company (as defined in the laws or regulations in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party and (ii) “tipping” third parties or causing them otherwise to buy or sell securities. Keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. You are responsible for complying with any restrictions and should speak to your personal advisor on this matter.

26. **Exchange Control, Foreign Asset/Account and/or Tax Reporting.** Depending upon the country to which laws you are subject, you may have certain foreign asset/account and/or tax reporting requirements that may affect your ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside your country of residence. Your country may require that you report such accounts, assets or transactions to the applicable authorities in your country. You also may be required to repatriate cash received from participating in the Plan to your country within a certain period of time after receipt. You are responsible for knowledge of and compliance with any such regulations and should speak with your personal tax, legal and financial advisors regarding same.

## **EXHIBIT B**

### **APPENDIX TO RESTRICTED STOCK UNIT AGREEMENT**

Capitalized terms that are not defined in this Appendix shall have the same meanings given to them in the Notice, the Terms and Conditions and the Plan.

#### ***Terms and Conditions***

This Appendix includes additional terms and conditions that govern these RSUs granted to you under the Plan if you reside and/or work in one of the countries listed below. If you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer to another country after the Award Date or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein apply to you.

#### ***Notifications***

This Appendix also includes information regarding exchange controls, securities laws and certain other issues of which you should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other applicable laws in effect in the respective countries as of August 2020. Such applicable laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time you vest in the RSUs or sell Shares acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. You should seek appropriate professional advice as to how the applicable laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently working, transfer employment after these RSUs are granted, transfer to another country after the Award Date, or are considered a resident of another country for local law purposes, the notifications in this Appendix may not apply to you in the same manner.

#### ***Countries***

##### **AUSTRALIA**

#### ***Terms and Conditions***

**Tax Information.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

#### ***Notifications***

**Australia Offer Document.** The offer of the RSUs is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the Offer of Restricted Stock Units to Australian Resident Employees, a copy of which is attached to the end of this section for Australia as Annex 1.

## ANNEX 1

### *OFFER DOCUMENT*

#### **LIVERAMP HOLDINGS, INC. AMENDED AND RESTATED 2005 EQUITY COMPENSATION PLAN**

#### **OFFER OF RESTRICTED STOCK UNITS TO AUSTRALIAN RESIDENT EMPLOYEES**

The Company is pleased to provide you with this offer to participate in the Plan. This offer sets out information regarding the grant of RSUs to Australian resident employees of the Company and its Affiliated Companies (“Australian Participants”). This information is provided by the Company to ensure compliance of the Plan with Australian Securities and Investments Commission (“ASIC”) Class Order 14/1000 and relevant provisions of the *Corporations Act 2001*.

In addition to the information set out in the Agreement and the Appendix, Australian Participants are also being provided with copies of the following documents:

- (a) the Plan; and
- (b) the Plan prospectus; and
- (c) Employee Information Supplement for Australia (collectively, the “Additional Documents”).

The Additional Documents provide further information to help Australian Participants make an informed investment decision about participating in the Plan. Neither the Plan nor the Plan prospectus is a prospectus for the purposes of the *Corporations Act 2001*.

Australian Participants should not rely upon any oral statements made in relation to this offer. Australian Participants should rely only upon the statements contained in the Agreement, including the Appendix, and the Additional Documents when considering participation in the Plan.

**Securities Law Notification.** Investment in Shares involves a degree of risk. Eligible employees who elect to participate in the Plan should monitor their participation and consider all risk factors relevant to the acquisition of Shares under the Plan as set forth below and in the Additional Documents.

The information herein is general information only. It is not advice or information that takes into account Australian Participants’ objectives, financial situation and needs.

Australian Participants should consider obtaining their own financial product advice from a person who is licensed by ASIC to give such advice.

**Additional Risk Factors for Australian Residents.** Australian Participants should have regard to risk factors relevant to investment in securities generally and, in particular, to holding Shares. For example, the price at which an individual Share is quoted on the New York Stock Exchange (“NYSE”) may increase or decrease due to a number of factors. There is no guarantee that the price of a Share will increase. Factors that may affect the price of an individual Share include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity and oil prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and business risks.

More information about potential factors that could affect the Company’s business and financial results will be included in the Company’s most recent Annual Report on Form 10-K and the Company’s Quarterly Report on Form 10-Q. Copies of these reports are available at <http://www.sec.gov/>, on the Company’s investor’s page at

<https://investors.liveramp.com/home/default.aspx>, and upon request to the Company.

In addition, Australian Participants should be aware that the Australian dollar (“AUD”) value of any Shares acquired under the Plan will be affected by the USD/AUD exchange rate. Participation in the Plan involves certain risks related to fluctuations in this rate of exchange.

**Common Stock in a U.S. Corporation.** Common stock of a U.S. corporation is analogous to ordinary shares of an Australian corporation. Each holder of a Share is entitled to one vote. Dividends may be paid on the Shares out of any funds of the Company legally available for dividends at the discretion of the Board. Further, Shares are not liable to any further calls for payment of capital or for other assessment by the Company and have no sinking fund provisions, pre-emptive rights, conversion rights or redemption provisions.

**Ascertaining the Market Price of Shares.** Australian Participants may ascertain the current market price of an individual Share as traded on the NYSE under the symbol “RAMP” at: <https://www.nyse.com/quote/XNYS:RAMP>. The AUD equivalent of that price can be obtained at: <https://www.rba.gov.au/statistics/frequency/exchange-rates.html>.

***Please note that this is not a prediction of what the market price of the Shares will be on any applicable Vest Date or when Shares are issued to Australian Participants (or at any other time), or of the applicable exchange rate at such time.***

## CHINA

### ***Terms and Conditions***

***The following terms and conditions will apply to you to the extent that the Company, in its discretion, determines that your participation in the Plan will be subject to exchange control restrictions in the People's Republic of China ("PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE"):***

**Vesting Schedule and Settlement.** The following provision supplements the vesting schedule in the Notice and Section 2 ("Your Right with Respect to the RSUs") and Section 3 ("Vesting") of the Terms and Conditions:

In addition to any other vesting and settlement conditions, the RSUs will not vest and no Shares (or cash equivalent) will be delivered to you unless and until all necessary approvals from the PRC State Administration of Foreign Exchange ("SAFE") or its relevant branch have been received and remain effective, as determined by the Company in its sole discretion.

If Shares are delivered to you pursuant to Section 2(a) of the Terms and Conditions, the Company reserves the right to require you to sell all Shares, either immediately upon receipt of such Shares or upon termination of your service or at such other time determined by the Company to be necessary or desirable to facilitate the administration of the Plan or compliance with exchange control requirements in the PRC.

In this regard, you agree that the Company is authorized to instruct its designated broker, E\*Trade, to assist with any such mandatory sale of Shares (on your behalf pursuant to this authorization), and you expressly authorize E\*Trade (or any other designated broker) to complete the sale of such Shares. You also agree to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the designated broker) to effectuate the sale of the Shares (including, without limitation, as to the transfers of the proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters, provided that you shall not be permitted to exercise any influence over how, when or whether the sales occur. You acknowledge that the designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Due to fluctuations in the Share price and/or applicable exchange rates between the date the Shares are delivered to you and (if later) the date on which the Shares are sold, the amount of proceeds ultimately distributed to you may be more or less than the market value of the Shares on the applicable Vest Date or the date the Shares are issued to you.

Upon the sale of the Shares, the cash proceeds from the sale (less any applicable Tax-Related Items, brokerage fees or commissions) will be delivered to you in accordance with applicable exchange control laws and regulations.

**Exchange Control Obligations.** Following the sale of the Shares, you must comply with any exchange control requirements. If you reside in the PRC, you may be required to repatriate to the PRC all funds related to participation in the Plan, and such repatriation may need to be effected through a special exchange control account established by the Company or its Affiliated Company in the PRC. In such circumstances, you agree that any funds related to participation in the Plan may be transferred to such special account prior to being delivered to you.

The funds may be paid to you in U.S. dollars or in local currency, at the Company's discretion. If the funds are paid in U.S. dollars, you will be required to set up a U.S. dollar bank account in the PRC so that the funds may be deposited into this account. If the funds are paid in local currency, neither the Company nor any Affiliated Company is under an obligation to secure any particular currency conversion rate and there may be delays in converting the funds into local currency due to exchange control requirements in the PRC. You will bear any currency fluctuation risk between the time the Shares are sold (or any other funds related to participation in the Plan are realized) and the time the funds are converted into local currency and distributed to you.

You agree to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with PRC exchange control requirements.

## FRANCE

### ***Terms and Conditions***

**RSU Type.** The RSUs are not intended to qualify for specific tax or social security treatment in France.

**Language Consent.** By accepting the grant of the RSUs, you confirm having read and understood the documents related to the grant (the Notice, the Agreement and the Plan), which were provided in the English language. You accept the terms of those documents accordingly.

**Consentement Relatif à la Langue.** *En acceptant l'attribution du droit sur des actions assujetti à des restrictions ("RSUs"), vous confirmez avoir lu et compris les documents relatifs à l'attribution (l'Avis, le Contrat et le Plan) qui ont été fournis en langue anglaise. Vous acceptez les dispositions de ces documents en connaissance de cause.*

### ***Notifications***

**Foreign Asset/Account Reporting Notification.** French residents may hold Shares acquired under the Plan outside France, provided they declare all foreign accounts, whether open, current, or closed, in their income tax return.

## JAPAN

### ***Notifications***

**Foreign Asset/Account Reporting Notification.** Details of any assets held outside Japan (including Shares acquired under the Plan) as of December 31 of each year must be reported to the tax authorities on an annual basis, to the extent such assets have a total net fair market value exceeding ¥50 million. Such report is due by March 15 each year. *You should consult your personal tax advisor to determine if the reporting obligation applies to you and whether you will be required to include details of your outstanding RSUs, as well as Shares, in the report.*

## NETHERLANDS

There are no country-specific provisions.

## SINGAPORE

### ***Notifications***

**Securities Law Notification.** The RSUs are being granted pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore. Hence, statutory liability under the SFA in relation to the content of prospectuses will not apply. You should note that the RSUs are subject to section 257 of the SFA and hence the RSUs may not be offered or sold, or made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore, unless such offer, sale or invitation is made (i) more than six (6) months from the Award Date, (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA, or (iii) pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

In addition, you are permitted to sell Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the resale of Shares takes place outside Singapore through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange (the "NYSE").

**Director Notification Requirement.** If you are a director, alternate director, substitute director or shadow director of a Singapore Affiliated Company, you must notify the Singapore Affiliated Company in writing within two (2) business days of (i) becoming the registered holder of or acquiring an interest (e.g., RSUs, Shares, etc.) in the

Company or any Affiliated Company, or becoming a director, alternate director, substitute director or shadow director (as the case may be), whichever occurs last, or (ii) any change in a previously disclosed interest (*e.g.*, sale of Shares).

#### **UNITED KINGDOM**

##### ***Terms and Conditions***

**Responsibility for Taxes.** The following provision supplements Section 9 (“Responsibility for Taxes”) of the Terms and Conditions:

You agree to indemnify the Company and/or the Service Recipient for all Tax-Related Items that they are required to pay or withhold or have paid or will pay to Her Majesty’s Revenue & Customs (“HMRC”) (or any other relevant authority) on your behalf and authorize the Company and/or the Service Recipient to recover such amounts by any of the means set out in Section 9 of the Terms and Conditions. You also agree to be liable for any Tax-Related Items related to the RSUs and legally applicable to you, and hereby covenant to pay any such Tax-Related items as and when requested by the Company, the Service Recipient or by HMRC (or any other relevant authority).

Notwithstanding the foregoing, if you are an executive officer or director (as within the meaning of Section 13(k) of the Securities Exchange Act of 1934), the terms of the immediately foregoing provision will not apply. In the event that you are an executive officer or director and the income tax is not collected from or paid by you within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you will be responsible for reporting and paying any income tax due on this additional benefit directly to the HMRC under the self-assessment regime and for paying the Company or the Service Recipient, as applicable, for the value of any employee national insurance contributions due on this additional benefit.

# **EXHIBIT B1**

## Acxiom Corporation Associate Agreement

This agreement ("Agreement") is entered into on \_\_\_\_\_, between Acxiom Corporation ("Acxiom") and \_\_\_\_\_ ("Associate" or "you").

1. Acxiom agrees to employ you as an associate upon the terms and conditions set forth in this Agreement, and you agree to accept employment upon these terms and conditions.
2. You acknowledge that you have made full and truthful disclosure of your personal and work history, including qualifications, skills, history, education, training, and background prior to employment with Acxiom.
3. You acknowledge that your employment with Acxiom is contingent upon your passing a drug screening test and criminal background screen.
4. You agree that nothing contained in this Agreement constitutes a contract of employment with Acxiom, and you acknowledge that your employment is "at will" and may be terminated at any time for any reason by you or by Acxiom, provided that there is no violation of any state or federal law.
5. You acknowledge that this Agreement constitutes the entire agreement between Acxiom and you and supersedes any prior negotiations or understandings between Acxiom and you relating to your employment. You have read and understand the terms of this Agreement and are not relying on any other terms or representations except those contained in this Agreement.
6. You agree and consent to the production of this document by Acxiom to third parties as required to effectuate enforcement or notify others, including, but not limited to, future employers, of your obligations hereunder.
7. You acknowledge that, as a result of your employment, you will be exposed to highly sophisticated computer systems, new product releases and databases of proprietary information. You acknowledge that you will be provided special training at Acxiom's expense and will be made aware of trade secrets and confidential information relating to both Acxiom's business and its customers' business. You agree that all information obtained by you during your employment relating to the business of Acxiom, its customers or its associates is strictly confidential and proprietary in nature. Throughout your employment, you agree not to use in any manner unrelated to your duties at Acxiom or to disclose to anyone other than an authorized Acxiom representative:
  - (i) any information as to business methods, business policies, systems, documentation, computer programs, research or development projects, trade secrets or inventions of Acxiom or its customers;
  - (ii) any names and addresses of customers, customer lists, or any other data relating to past, present or prospective customers of Acxiom or its customers; or
  - (iii) any other information relating to the business operations of Acxiom, its customers or its associates.

This information may be contained in various media including, without limitation, applications, computer programs, manuals, technical specifications, electronically or in hard copy format. It shall not be a breach of this provision if such information: (i) is or becomes generally known to and available for use by the public other than as a result of your fault; (ii) is independently developed by you without use or reference to any confidential information described herein; or (iii) is required by law to be disclosed by you. Additionally, you agree that at all times after your employment not to use or disclose Acxiom's trade secrets.

8. While employed by Acxiom, you agree that you will not engage in any business which competes with Acxiom. At the end of your employment for whatever reason, you agree to deliver to Acxiom all Acxiom property, equipment, records, lists of names or other Acxiom or customer data, and any other Acxiom articles or papers, in whatever media or however maintained or preserved, which you possess by reason of your employment. You agree that you will not retain copies of any of these items. You further agree that you will not retain or use for your account at any time any trade name, trademark or other proprietary business designation used or owned in connection with the business of Acxiom or its affiliates.
9. a) You agree that upon termination of your employment, for whatever reason, you will not use trade secrets of Acxiom to compete against Acxiom and that, to that end, you will not use Acxiom trade secrets to solicit any existing or prospective customers you serviced, or whose identity you learned during your employment with Acxiom, to divert, transfer or otherwise take away business or prospective business from Acxiom. Additionally, you agree not to accept any employment or enter into any other business relationship with any company that provides services to Acxiom customers without first advising the prospective employer or other entity of your obligations concerning Acxiom's trade secret information. You acknowledge that the purpose of this paragraph is to protect Acxiom's legitimate business interests and market advantages from unfair competition by you and not to interfere with ordinary competition or to deprive you of a livelihood. You agree that the restrictions in this paragraph, in view of the nature of the business in which Acxiom is engaged and in light of the special training, disclosure of trade secrets, confidential business information and customer

data Acxiom will provide to you, are reasonable and necessary in order to protect Acxiom's legitimate business interests. The existence of any other claim by you against Acxiom, whether based on this Agreement or otherwise, will not constitute a defense to Acxiom's enforcement of this paragraph.

- b) The parties intend that each covenant contained in this section will be construed as a separate covenant, one for each state of the United States, each county of each state of the United States, and each foreign jurisdiction in which Acxiom does business or is preparing to do business. Except for geographic coverage, each such separate covenant will be deemed identical to the other. If, in any judicial proceeding, a court refuses to enforce any covenant (or any part thereof), then such unenforceable covenant (or such part) will be deemed eliminated from this Agreement for the purpose of those proceedings. In the event that the provisions of this section should ever be deemed to exceed the time or geographic limitations, or the scope of this covenant is ever deemed to exceed that which is permitted by applicable law, then such provisions will be reformed to the maximum time, geographic limitations or scope, as the case may be, permitted by applicable law. The unenforceability of any covenant in this section will not preclude the enforcement of any other covenants or provisions of any other obligation of you or Acxiom hereunder.
10. For the one (1) year period from the date of termination, you will not directly or indirectly: (a) solicit or hire any employee of Acxiom or its affiliates; (b) induce any employee of Acxiom or its affiliates to engage in any activity competitive with the business of Acxiom; or (c) induce any employee of Acxiom or its affiliates to terminate his or her employment with Acxiom.
11. You agree that any money you may owe Acxiom for travel advances, personal computer equipment, any other loans or advances or any other money must be repaid in full prior to or upon your termination of employment.
12. You agree that any inventions you conceive of, develop and/or reduce to practice, and any copyrightable works you develop, during and in connection with your employment with Acxiom, whether during working hours or at any other time, will be the exclusive property of Acxiom. In particular, you agree that all such copyrightable works shall be deemed to be works made for hire under the Copyright Law, and in the event that any such copyrightable works may be held to be something other than works made for hire, you agree that this Agreement is and shall be deemed to be a sufficient assignment of your entire right and interest in those copyrightable works to Acxiom. Your signature to this agreement shall also function as the assignment to Acxiom of any other inventions, patentable works, or other items conceived of/developed and/or reduced to practice during the term of your employment with Acxiom or thereafter as specified in this Agreement.
- You agree to keep Acxiom informed of all such inventions and copyrightable works and to do whatever is in Acxiom's judgment reasonably necessary to ensure that Acxiom is their owner. You agree that you are not entitled to any special payment for the conception, development, and/or reduction to practice of such inventions or the development of such copyrightable works, since your employment and continued employment by Acxiom constitutes full and fair payment for your efforts and full and fair compensation for any assignment to Acxiom of any rights you may have in such inventions and copyrightable works.
- Further, you agree, without further consideration, to disclose immediately to Acxiom each and every invention and/or improvement that you make or conceive, either solely or jointly with others within one (1) year after termination of employment for any reason from Acxiom if and to the extent the invention and/or improvement results from work for Acxiom, any use of Acxiom's premises or property or any use of Acxiom's confidential information specified in section 7.
- In accordance with section 2872 of the California Labor Code, notice is provided to you that this provision shall not extend to the inventions or copyrightable works conceived, developed and/or reduced to practice i) on your own time; ii) with your own equipment, supplies, facilities and trade secret information; iii) unrelated to the business of Acxiom or anticipated research or development by Acxiom; and iv) not performed by you for Acxiom. To the extent that this Agreement purports to require you to assign an invention otherwise excluded by this paragraph, the provision is against the public policy of this state and is unenforceable. This limited exclusion does not apply to any patent or invention covered by a contract between Acxiom and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.
13. This Agreement will be binding upon and will operate for the benefit of the parties and their respective assigns, executors, administrators, and successors.
14. This Agreement will be construed and enforced under Arkansas law.
15. If any provision of this Agreement or the application of any such provision to any party or circumstances will be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, will not be affected thereby, and each provision hereof will be validated and will be enforced to the fullest extent permitted by law.
16. You understand that you will have access to the Associate Support Book and agree to abide by the terms of the Associate Support Book, as may be revised from time to time, including but not limited to the policies on: Equal Employment Opportunity and Anti Harassment; Drug Free Workplace; Conflicts of Interest; Confidentiality; Associate Standards of

Conduct; Competitive Information; Stock Trades by Associates; Electronic Communications and On Line Systems; Computer Software and Security; Acxiom Safety Policy; Workplace Security; and Workplace Violence.

17. You represent that you are not bound by any fact or agreement with any third party which would or might preclude you from working for Acxiom and you represent that, to the extent that there exists any such agreement, you will present it promptly to Acxiom for review. You acknowledge that Acxiom expects you to: a) respect and safeguard the trade secrets and confidential information ("Restricted Information") of your former employers; and b) abide by any applicable terms of a former employer's Restricted Information policies or agreements in effect. You agree you will not disclose to Acxiom or use in Acxiom business any Restricted Information or material of a former employer unless such information is no longer confidential or written consent of such former employer has been obtained for such use. If Acxiom inadvertently requests information from you that would require a disclosure of Restricted Information, you must immediately advise your leader of this fact and not use or disclose the Restricted Information. If you receive what you believe to be Restricted Information from another associate concerning the associate's former employer, you must immediately advise your leader or Acxiom in house counsel of that fact and not use or disclose the potential Restricted Information unless and until you receive approval to do so.
18. You understand and agree that this Agreement is executed by Acxiom on its own behalf and on behalf of each of its subsidiaries and affiliates, that your obligations under this Agreement shall apply equally to each of Acxiom's subsidiaries and affiliates and that such subsidiaries and affiliates may enforce this Agreement in their own names as if they were parties to this Agreement.

ASSOCIATE

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Last 4 digits of SSN

☐ Check this box if you do not have a SSN

Date of Birth

ACXIOM CORPORATION

\_\_\_\_\_  
Jerry Jones

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Vice President of Legal  
Job Role

# **EXHIBIT B2**

**LIVERAMP HOLDINGS, INC.**  
**AMENDED AND RESTATED 2005 EQUITY COMPENSATION PLAN**

**NOTICE OF RESTRICTED STOCK UNIT AWARD AND  
RESTRICTED STOCK UNIT AGREEMENT**

|                                 |                      |                   |
|---------------------------------|----------------------|-------------------|
| %%FIRST_NAME%- %LAST_NAME%-     | <b>Award Number:</b> | %%OPTION_NUMBER%- |
| %%ADDRESS_LINE_1%-              | <b>Plan:</b>         | %%EQUITY_PLAN%-   |
| %%ADDRESS_LINE_2%-              |                      |                   |
| %%CITY%-, %%STATE%- %%ZIPCODE%- |                      |                   |
| %%COUNTRY%-                     |                      |                   |

Effective as of %%OPTION\_DATE,'MM/DD/YYYY'%- ("Award Date"), pursuant to the Amended and Restated 2005 Equity Compensation Plan of LiveRamp Holdings, Inc (the "Plan"), you have been granted an award of %%TOTAL\_SHARES\_GRANTED,'999,999,999'%- Restricted Stock Units ("RSUs"), with each RSU representing the right to receive one share of the common stock of LiveRamp Holdings, Inc (the "Company") upon vesting. Capitalized terms that are not defined in this Notice of Restricted Stock Unit Award and Restricted Stock Unit Agreement (the "Notice"), the Terms and Conditions of Restricted Stock Unit Award, or any of the exhibits to these documents (all together, the "Agreement") have the meanings given to them in the Plan.

Subject to the terms and conditions of the Plan and this Agreement, and the applicable vesting acceleration provisions of any service agreement between you and the Company or any severance or change in control policy of the Company, if any, the RSUs will vest on the following schedule, subject to you continuing to be an Associate through the applicable vesting date:

| <u>Vest Date</u>                       | <u>Shares</u>                    |
|----------------------------------------|----------------------------------|
| %%VEST_DATE_PERIOD1,'Month DD, YYYY'%- | %%SHARES_PERIOD1,'999,999,999'%- |
| %%VEST_DATE_PERIOD2,'Month DD, YYYY'%- | %%SHARES_PERIOD2,'999,999,999'%- |
| %%VEST_DATE_PERIOD3,'Month DD, YYYY'%- | %%SHARES_PERIOD3,'999,999,999'%- |
| %%VEST_DATE_PERIOD4,'Month DD, YYYY'%- | %%SHARES_PERIOD4,'999,999,999'%- |
| %%VEST_DATE_PERIOD5,'Month DD, YYYY'%- | %%SHARES_PERIOD5,'999,999,999'%- |
| %%VEST_DATE_PERIOD6,'Month DD, YYYY'%- | %%SHARES_PERIOD6,'999,999,999'%- |

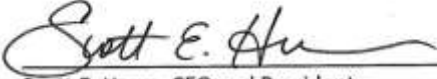
All vesting will be rounded to the nearest whole RSU, and any fractional RSUs will be accumulated and vested on the date that an accumulated full RSU is vested.

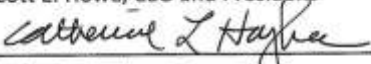
If you cease to be an Associate for any or no reason before you fully vest in the RSUs, the unvested RSUs will terminate according to the terms of Section 5 of this Agreement. By logging into your E\*Trade account and electronically accepting this award, you acknowledge and indicate that:

- i. This award of RSUs is subject to the terms and conditions as described within this Agreement and the Plan that are being provided to you electronically, including their exhibits and appendices, if any.
- ii. You understand that the Company is not providing any tax, legal, or financial advice and is not making any recommendations regarding your participation in the Plan or your acquisition or sale of Shares.

- iii. You have reviewed the Plan and this Agreement, have had an opportunity to obtain the advice of personal tax, legal, and financial advisors prior to accepting this award, and fully understand all provisions of this Agreement and the Plan. You will consult with your own personal tax, legal, and financial advisors before taking any action related to the Plan.
- iv. You have read and agree to each provision of Section 10 of this Agreement.
- v. You will notify the Company of any change to the contact address above.

**IF YOU DO NOT ACCEPT THIS AGREEMENT ON OR PRIOR TO THE FIRST DATE ANY PORTION OF THESE RSUS VEST, YOU WILL BE DEEMED TO ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ON SUCH DATE.**

  
\_\_\_\_\_  
Scott E. Howe, CEO and President

  
\_\_\_\_\_  
Catherine Hughes, Corporate Governance Executive

## EXHIBIT A

### **TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD**

This Agreement and the Plan constitute the entire agreement between the Company and you with regard to the RSUs pertaining to the Common Stock described in the Notice.

1. **Grant and Acceptance of Terms.** The Company grants you an award of RSUs as described in the Notice. **Your acceptance and retention of the award described in the Notice, as evidenced by your electronic acceptance of this Agreement, shall constitute your acceptance of the terms and conditions set forth in this Agreement, and the Plan.** If there is a conflict between the Plan, this Agreement, or any other agreement governing the RSUs, those documents will take precedence and prevail in the following order: (a) the Plan, (b) this Agreement, and (c) any other agreement between the Company and you governing these RSUs (provided that any applicable vesting acceleration arising from a service agreement between you and the Company or a severance or change in control policy of the Company will apply to the RSUs).

2. **Your Rights with Respect to the RSUs.**

a. **Company's Obligation to Pay.** Each RSU is a right to receive a Share on the date it vests. Until an RSU vests, you have no right to payment of the Share. Before a vested RSU is paid, the RSU is an unsecured obligation of the Company, payable (if at all) only from the Company's general assets. A vested RSU will be paid to you (or in the event of your death, to your estate or such other person as specified in Section 6 below) in whole Shares as soon as practicable after vesting (but no later than 60 days following the vesting date), subject to you satisfying any obligations for Tax-Related Items (as defined in Section 9(a)(i) of this Agreement) and any delay in payment required under Section 9(b)(i) of this Agreement. You cannot specify (directly or indirectly) the taxable year of the payment of any vested RSU under this Agreement

b. **Stockholder Rights.** Upon vesting, the RSUs granted pursuant to the Notice will entitle you to the all the rights of a stockholder of the Company's Common Stock as to the amount of shares of Common Stock ("Shares") currently vested. Your rights as a stockholder of the Company (including the right to vote and to receive dividends and distributions) will not begin until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars, and your rights with respect to the RSUs will remain forfeitable prior to the date on which such rights become vested.

3. **Vesting.** Subject to Section 11 of the Plan and Section 4 of this Agreement, RSUs shall vest as set forth in the Notice. RSUs scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest unless you continue to be an Associate until the time such vesting is scheduled to occur.

4. **Board and Committee Discretion.** The Board and the Committee have the discretion to accelerate the vesting of any RSUs at any time, subject to the terms of the Plan. In that case, those RSUs will be vested as of the date specified by the Board or the Committee.

5. **Forfeiture upon Termination.** If your status as an Associate terminates for any reason, your RSUs will immediately stop vesting and any of these RSUs that have not yet vested will be forfeited by you upon the effective date of your termination. The provisions of this Section 5 are subject to the provisions of Section 7 below entitled "Forfeiture of Shares for Engaging in Certain Activities."

6. **Death.** Any distribution or delivery to be made to you under this Agreement will, if you are then deceased, be made to the administrator or executor of your estate or, if the

Board or the Committee permits, your designated beneficiary. Any such transferee must furnish the Company with (a) written notice of your status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations that apply to the transfer.

**7. Forfeiture of Shares for Engaging in Certain Activities.**

a. If at any time during your service as an Associate, or within one year after termination of your status as an Associate you engage in any activity which competes with any activity of the Company and/or any Affiliated Companies, or if you engage in any of the prohibited activities listed in subsection (b) below, then

- i. any unvested RSUs granted to you shall be canceled;
- ii. with respect to any Shares received by you pursuant the settlement of the RSUs within the three-year period before and the three-year period after your termination date, you shall pay to the Company an amount equal to the proceeds of any sale or distribution of those Shares (the "Forfeited Shares"), or, if still held by you, the aggregate fair market value of such Forfeited Shares as of the date of vesting; and
- iii. the Company shall be entitled to set off against the amount of any such Forfeited Shares any amounts owed to you by the Company.

b. The prohibited activities include:

- i. accepting employment with or serving as a consultant, advisor or in any other capacity to anyone that is in competition with or acting against the interests of the Company;
- ii. disclosing or misusing any confidential information or material concerning the Company or any Affiliated Company;
- iii. any attempt, directly or indirectly, to induce any associate of the Company or any Affiliated Company to be employed or perform services elsewhere;
- iv. any attempt, directly or indirectly, to solicit the trade or business of any current or prospective customer of the Company or any Affiliated Company;
- v. the failure or refusal to disclose promptly and to assign to the Company all right, title and interest in any invention or idea made or conceived in whole or in part by you in the course of your employment by the Company or any Affiliated Company, relating to the actual or anticipated business, research or development work of the Company or any Affiliated Company, or the failure or refusal to do anything reasonably necessary to enable the Company or any Affiliated Company to secure a patent or other intellectual property right;
- vi. participating in a hostile takeover attempt against the Company;
- vii. a material violation of Company policy, including, without limitation, the Company's insider trading policies; or
- viii. conduct related to your employment for which you have been convicted of criminal conduct or for which you have been assessed civil penalties.

c. Upon receipt of any Shares pursuant to Section 2 of this Agreement, you agree to certify, if requested by the Company, that you are in compliance with the terms and conditions of this Agreement.

d. You may be released from your obligations under this Section 7 only if the Board or the Committee, or its authorized designee(s), determines in its sole discretion that to do so is in the best interests of the Company.

8. **Restriction on Transfer.** RSUs may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of by you except as provided under the Plan, and any unauthorized purported sale, assignment, transfer, pledge, hypothecation or other disposition shall be void and unenforceable against the Company. If any RSUs are transferred, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors, and assigns of the parties to this Agreement.

9. **Tax Obligations.**

a. **Tax Withholding.**

i. No Shares will be issued to you until you make satisfactory arrangements (as determined by the Board or the Committee) for the payment of Tax Withholdings, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you that the Board or the Committee determines must be withheld ("Tax-Related Items"), including those that result from the grant, vesting, or payment of the RSUs, the subsequent sale of Shares acquired pursuant to such payment, or the receipt of any dividends. If you are a non-U.S. employee, the method of payment of Tax-Related Items may be restricted by any Appendix (as defined below). If you fail to make satisfactory arrangements for the payment of any Tax-Related Items under this Agreement when any of these RSUs otherwise are supposed to vest or Tax Related Items related to RSUs otherwise are due, you will permanently forfeit the applicable RSUs and any right to receive Shares under such RSUs, and such RSUs will be returned to the Company at no cost to the Company. For purposes of this Agreement, "Tax Withholdings" means tax, social insurance and social security liability or premium obligations in connection with the RSUs, including, without limitation, (1) all federal, state, and local income, employment and any other taxes (including your U.S. Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or applicable Affiliated Company, (2) your fringe benefit tax liability and, to the extent required by the Company, the fringe benefit tax liability of the Company or the applicable Affiliated Company, if any, associated with the grant, vesting, or exercise of the RSUs or sale of Shares issued under the RSUs, and (3) any other taxes or social insurance or social security liabilities or premium the responsibility for which you have, or have agreed to bear, with respect to the RSUs or the Shares subject to the RSUs ("Tax Withholdings").

ii. The Company has the right (but not the obligation) to satisfy any Tax-Related Items by withholding from proceeds of a sale of Shares acquired upon payment of these RSUs arranged by the Company (on your behalf pursuant to this authorization without further consent), and this will be the method by which such tax withholding obligations are satisfied until the Company determines otherwise, subject to applicable laws.

iii. The Company also has the right (but not the obligation) to satisfy any Tax-Related Items by reducing the number of Shares otherwise deliverable to you).

iv. Further, if you are subject to taxation in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, the Company and/or any Affiliated Company for whom you are performing services (each, an "Employer") or former Employer(s) may withhold or account for tax in more than one jurisdiction.

v. Regardless of any action of the Company or the Employer(s), you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer(s). You further acknowledge that the Company and the Employer(s) (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of these RSUs and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of these RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result.

b. **Code Section 409A.** This Section 9(b) does not apply if you are not a U.S. income taxpayer.

i. If the vesting of any RSUs is accelerated in connection with a termination of your status as an Associate that is a “separation from service” within the meaning of Code Section 409A and (x) you are a “specified employee” within the meaning of Code Section 409A at that time and (y) the payment of such accelerated RSUs would result in the imposition of additional tax under Code Section 409A if paid to you within the 6-month period following such termination, then the accelerated RSUs will not be paid until the first day after the 6-month period ends.

ii. If your status as an Associate terminates due to death or you die after you stop being an Associate, the delay under Section 9(b)(i) of this Agreement will not apply, and these RSUs will be paid in Shares to your estate (or such other person as specified in Section 6 above) as soon as practicable.

iii. All payments and benefits under this Agreement are intended to be exempt from Code Section 409A or comply with any requirements necessary to avoid the imposition of additional tax under Code Section 409A(a)(1)(B) so that none of these RSUs or Shares issuable upon the vesting of RSUs will be subject to the additional tax imposed under Code Section 409A, and any ambiguities or ambiguous terms will be interpreted according to that intent. In no event will the Company or any Affiliated Company have any obligation or liability to reimburse, indemnify, or hold you harmless for any taxes imposed, or other costs incurred, as a result of Code Section 409A.

iv. Each payment under this Agreement is a separate payment under Treasury Regulations Section 1.409A-2(b)(2).

10. **Acknowledgements and Agreements.** Your signature on the Notice accepting these RSUs indicates that:

a. YOU ACKNOWLEDGE AND AGREE THAT THE VESTING OF THESE RSUS IS EARNED ONLY BY CONTINUING AS AN ASSOCIATE AND THAT BEING HIRED OR BEING GRANTED THESE RSUS WILL NOT RESULT IN VESTING.

b. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THESE RSUS AND THIS AGREEMENT DO NOT CREATE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN ASSOCIATE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL AND WILL NOT INTERFERE IN ANY WAY WITH YOUR RIGHT OR THE RIGHT OF THE EMPLOYER(S) TO TERMINATE YOUR RELATIONSHIP AS AN ASSOCIATE AT ANY TIME, WITH OR WITHOUT CAUSE, SUBJECT TO APPLICABLE LAWS.

c. You agree that this Agreement and its incorporated documents reflect all agreements on its subject matters and that you are not accepting this Agreement based on any promises, representations, or inducements other than those reflected in this Agreement.

d. You agree that the Company's delivery of any documents related to the Plan or these RSUs (including the Plan, this Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders) to you may be made by electronic delivery, which may include but does not necessarily include the delivery of a link to a Company intranet or to the Internet site of a third party involved in administering the Plan, the delivery of the document via email, or any other means of electronic delivery specified by the Company. If the attempted electronic delivery of such documents fails, you will be provided with a paper copy of the documents. You acknowledge that you may receive from the Company a paper copy of any documents that were delivered electronically at no cost to you by contacting the Company by telephone or in writing. You may revoke your consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if you have provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e mail address by telephone, postal service or electronic mail. Finally, you understand that you are not required to consent to electronic delivery of documents.

e. You may deliver any documents related to the Plan or these RSUs to the Company by e-mail or any other means of electronic delivery approved by the Board or the Committee, but you must provide the Company or any designated third party administrator with a paper copy of any documents if your attempted electronic delivery of such documents fails.

f. You accept that all good faith decisions or interpretations of the Board or the Committee regarding the Plan and these RSUs are binding, conclusive, and final. No member of the Board or the Committee will be personally liable for any such decisions or interpretations.

g. You agree that the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan.

h. You agree that the grant of Awards is voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past.

i. You agree that any decisions regarding future Awards will be in the Company's sole discretion.

j. You agree that you are voluntarily participating in the Plan.

k. You agree that these RSUs and any Shares acquired under these RSUs are not intended to replace any pension rights or compensation.

l. You agree that these RSUs, any Shares acquired under these RSUs, and their income and value are not part of normal or expected compensation for any purpose, including for calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits, or similar payments.

m. You agree that the future value of the Shares underlying these RSUs is unknown, indeterminable, and cannot be predicted with certainty.

n. You agree that, for purposes of these RSUs, your engagement as an Associate is terminated as of the date your service relationship with the Company or any Affiliated Company is terminated (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where you are providing services to the Company or any Affiliated Company or the terms of your service

agreement, if any), unless otherwise expressly provided in this Agreement or determined by the Board or the Committee.

o. You agree that any right to vest in these RSUs will be extended by any notice period (e.g., the period that you are an Associate would include any contractual notice period or any period of “garden leave” or similar period mandated under employment laws (including common law, if applicable) in the jurisdiction where you are an Associate or by your service agreement or employment agreement, if any) and your termination date will not occur until the end of such period, unless otherwise expressly provided in this Agreement or determined by the Board or the Committee or required by applicable law.

p. You agree that the Board or the Committee has the exclusive discretion to determine when you are no longer actively providing services for purposes of these RSUs (including whether you are still considered to be providing services while on a leave of absence).

q. You agree that neither the Company or any Affiliated Company is liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of these RSUs or of any amounts due to you from the payment of these RSUs or the subsequent sale of any Shares acquired upon such payment.

r. You have read and agree to the Data Privacy provisions of Section 11 of this Agreement.

s. You agree that you have no claim or entitlement to compensation or damages from any forfeiture of these RSUs resulting from the termination of your status as an Associate (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are an Associate or the terms of your service agreement, if any), and in consideration of the grant of these RSUs to which you are otherwise not entitled, you irrevocably agree never to institute any claim against the Company or any Affiliated Company, waive your ability (if any) to bring any such claim, and release the Company and all Affiliated Companies from any such claim. If any such claim is nevertheless allowed by a court of competent jurisdiction, then your participation in the Plan constitutes your irrevocable agreement to not pursue such claim and to execute any and all documents necessary to request dismissal or withdrawal of such claim.

## **11. Data Privacy.**

a. You voluntarily consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other Award materials (“Data”) by and among, as applicable, the Employer(s), the Company and any Affiliated Company for the exclusive purpose of implementing, administering, and managing your participation in the Plan.

b. You understand that the Company and the Employer(s) may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering, and managing the Plan.

c. You understand that Data will be transferred to one or more stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipient’s country (e.g.,

the United States) may have different data privacy laws and protections than your country. You understand that if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan.

d. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that if you reside in certain jurisdictions outside the United States, to the extent required by applicable laws, you may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting these RSUs, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing these consents on a purely voluntary basis. If you do not consent or if you later seek to revoke your consent, your engagement as an Associate with the Employer(s) will not be adversely affected; the only consequence of refusing or withdrawing your consent is that the Company will not be able to grant you awards under the Plan or administer or maintain awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan (including the right to retain these RSUs). You understand that you may contact your local human resources representative for more information on the consequences of your refusal to consent or withdrawal of consent.

12. **Modifications to the Agreement.** The Plan and this Agreement constitute the entire understanding of the parties on the subjects covered. You expressly warrant that you are not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. All amendments to this Agreement shall be in writing executed by a duly authorized officer of the Company; *provided* that this Agreement is subject to the power of the Board and/or the Committee to amend this Agreement and the Plan as provided in the Plan. Notwithstanding the foregoing, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without your consent, to comply with Code Section 409A, to otherwise avoid imposition of any additional tax or income recognition under Code Section 409A in connection with these RSUs

13. **Notices.** Any notice to be given under this Agreement to the Company shall be addressed to the Company in care of its stock plan administrator at LiveRamp Holdings, Inc., 225 Bush Street, Seventeenth Floor, San Francisco, CA 94104, until the Company designates another address in writing. Any notice to be given to you shall be addressed to you at the address listed in the Company's records. By a notice given pursuant to this Section, either party may designate a different address for notices. Any notice shall have been deemed given when actually delivered.

14. **Additional Conditions to Issuance of Stock.** If the Company determines that the listing, registration, qualification, or rule compliance of the Common Stock on any securities exchange or under any state, federal, or foreign law or the tax code and related regulations or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to you (or your estate), the Company will try to meet the requirements of any such state, federal, or foreign law or securities exchange and to obtain any such consent or approval of any such governmental authority or securities exchange, but the Shares will not be issued until such conditions have been met in a manner acceptable to the Company.

15. **Clawback.** These RSUs (including any proceeds, gains or other economic benefit received by you upon its payment or the subsequent sale of Shares issued upon payment of the RSUs) will be subject to any compensation recovery or clawback policy implemented by the

Company before or after the date of this Agreement. This includes any clawback policy adopted to comply with the requirements of applicable laws.

16. **Administration.** The Board and the Committee administer the Plan. Your rights under this Agreement are expressly subject to the terms and conditions of the Plan, including continued stockholder approval of the Plan, and to any guidelines the Board or the Committee adopts from time to time.

17. **Severability.** If any part of this Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any part of this Agreement not declared to be unlawful or invalid. Any part so declared unlawful or invalid shall, if possible, be construed in a manner which gives effect to the terms of such part to the fullest extent possible while remaining lawful and valid.

18. **Applicable Law.** The Plan, this Agreement, these RSUs, and all determinations made and actions taken under the Plan, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of Delaware without giving effect to principles of conflicts of law.

19. **Forum Selection** At all times each party hereto: (i) irrevocably submits to the exclusive jurisdiction of any California court or Federal court sitting in the Northern District of California; (ii) agrees that any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be heard and determined in such California or Federal court; (iii) to the extent permitted by law, irrevocably waives (a) any objection such party may have to the laying of venue of any such action or proceeding in any of such courts, or (b) any claim that such party may have that any such action or proceeding has been brought in an inconvenient forum; and (iv) to the extent permitted by law, irrevocably agrees that a final nonappealable judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this section entitled "Forum Selection" will affect the right of any party hereto to serve legal process in any manner permitted by law.

20. **Headings.** Headings are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

21. **Waiver.** You acknowledge that a waiver by the Company of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of this Agreement by you.

22. **Non-U.S. Appendix.** These RSUs are subject to any special terms and conditions set forth in any appendix to this Agreement for your country (the "Appendix"). If you relocate to a country included in the Appendix, the special terms and conditions for that country will apply to you to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons.

# **EXHIBIT C**

## **NOTICE OF CLASS ACTION SETTLEMENT**

*Chen v. LiveRamp Holdings, Inc., et al.*  
Superior Court of California for the County of San Francisco, Case No. CGC-21-595838

### **PLEASE READ THIS NOTICE CAREFULLY.**

**You may be entitled to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Notice is sent to all current and former employees who worked for Defendant LiveRamp Holdings, Inc. who, at any time beginning October 7, 2017, through [redacted], primarily resided and worked for Defendant in California, and signed Defendant's Associate (Employee) Agreement, Restricted Stock Unit Award Agreement or other agreement(s) concerning employment or compensation that contain one or more of the following:**

**(a) A non-compete clause that is the same or substantially similar to the non-compete clauses in the Associate Agreement and Restricted Stock Unit Award Agreement, as alleged in the lawsuit;**

**or**

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

**This Notice is designed to advise you of your rights and options with respect to the settlement.**

**YOU ARE NOTIFIED THAT:** A settlement has been reached between Plaintiff Shulin Chen ("Plaintiff") and Defendant LiveRamp Holdings, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *Chen v. LiveRamp Holdings, Inc.*, San Francisco County Superior Court, Case No. CGC-21-595838 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class Settlement"** means the settlement of the Class Action and resolution of the Released Class Claims.

**"Class"** means all current and former employees of Defendant who, at any time beginning October 7, 2017, through the [date of preliminary approval], primarily resided and worked for Defendant in California, and signed Defendant's Associate Agreement, Restricted Stock Unit Award Agreement or other agreement(s) concerning employment or compensation that contain one or more of the following:

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

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

**"Class Member"** means a member of the Class.

**"Class Period"** means the time period from October 7, 2017 through [redacted] [date of prelim approval].

**"PAGA Allocation"** means the amount from the Gross Settlement Amount allocated to payment of alleged civil penalties under PAGA and in full satisfaction of all claims alleged in the Action or that could have been alleged in the Action under PAGA. "PAGA" refers to the claims for penalties under the Private Attorneys General Act, Labor Code section 2698 et seq.

**"Aggrieved Employees"** means all current and former employees who, at any time beginning August 3, 2020, through

[the date of preliminary approval,] primarily resided and worked for Defendant in California, and signed Defendant's Associate (Employee) Agreement or Restricted Stock Unit Award Agreement or other agreement(s) concerning employment or compensation that contain one or more of the following: (a) A non-compete clause that is the same or substantially similar to the non-compete clauses in the Associate (Employee) Agreement and Restricted Stock Unit Award Agreement; or (b) A choice of law clause that would deprive the employees of the substantive protection of California law, including the protections of Cal. Bus. & Prof. Code § 16600.

"PAGA Period" means the time period from August 3, 2020 through [date of prelim approval.]

## **II. BACKGROUND OF THE LAWSUIT**

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

Defendant denies all of Plaintiff's allegations in the Actions and deny that it violated any law.

The Parties have entered into the Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Shulin Chen as a representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jeremy Pasternak  
**Law Offices of Jeremy Pasternak,**  
**A.P.C.**  
354 Pine St., 5th Floor  
San Francisco, CA 94104  
Telephone: (415) 693-0300  
Fax: (415) 693-0393  
jdp@pasternaklaw.com

Joshua Konecky, Esq.  
**Schneider Wallace Cottrell**  
**Konecky LLP**  
2000 Powell St., Suite 1400  
Emeryville, California 94608  
Telephone: (415) 421-7100  
Fax: (415) 421-7105  
jkonecky@schneiderwallace.com

**Class Members:** If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment) or object to the Class Settlement.

**Aggrieved Employees in the Action:** If you are an Aggrieved Employee for purposes of PAGA, you do not need to take any action to receive a PAGA Settlement Payment. If you request exclusion from the Class Settlement, you still will receive your PAGA Settlement Payment and be bound by the settlement of the PAGA claim.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Changes to Employment Agreements**

For the purposes of facilitating the Parties' settlement, LiveRamp has made changes to its Associate (Employee) Agreement and Restricted Stock Unit (RSU) Agreement that affect employees of Defendant who primarily resided and worked in California. LiveRamp has distributed a new Associate (Employee) Agreement and RSU Agreement to its current employees in California and these new agreements supersede the prior agreements.

LiveRamp will not enforce provisions of the prior RSU Agreement that call for forfeiture, set off, or cancelation of shares previously issued by LiveRamp to the former employee if the former employee goes to work for a competitor in the year following termination, or who without using any trade secret of LiveRamp, diverts any customer of LiveRamp, or induces any employee to leave LiveRamp to terminate their employment, or any similar provision in any prior RSU Agreement.

LiveRamp also will not enforce provisions of Paragraph 10 of the prior Associate (Employee) Agreement concerning a former employee's post-termination solicitation or hiring of a LiveRamp employee or inducing a LiveRamp employee to leave employment with LiveRamp or compete with the business of LiveRamp, so long as such activities do not include the misuse of LiveRamp's trade secrets.

Further, LiveRamp will not enforce any non-California choice of law clause contained in the prior RSU Agreement or Associate (Employee) Agreement against any Settlement Class Member who LiveRamp employs or previously employed in California, unless the Settlement Class Member was in fact individually represented by legal counsel in negotiating these terms of the Agreement.

#### **B. Individual Settlement Payments**

Class Members are eligible to receive an Individual Settlement Payment estimated to be approximately \$72.00 for each individual Class Member. This Individual Settlement Payment will be automatically mailed to you unless you mail a valid and timely request to be excluded from the Settlement in accordance with the procedures set forth in Section XX below. Each Settlement Class Member will receive an equal payment. The amount of the Individual Settlement Payment is based on a total amount of \$75,000.00, negotiated for the Settlement Class as a whole, minus \$7,500 allocated to claims for civil penalties made under the Private Attorneys General Act (PAGA). Defendant's records show approximately 937 Class Members who are entitled to share this amount equally. The formula is as follows:

$$\$75,000.00 - \$7,500.00 = \$67,500.00$$

$$\$67,500 \div 937 \text{ estimated Settlement Class Members} = \$72.04 \text{ for each Settlement Class Member}$$

Additionally, employees who primarily resided and worked for LiveRamp in California at any time beginning August 3, 2020, through [the date of preliminary approval], will share the amount allocated to civil penalties under the Private Attorneys General Act (PAGA). As stated above, \$7,500 of the \$75,000 settlement amount has been allocated to the recovery of civil penalties under PAGA. Seventy-five percent of the \$7,500 allocation, which is \$6,125, will be paid to the Labor Workforce & Development Agency ("LWDA") ("LWDA Payment"). The remaining 25%, which is \$1,875, will be split among the Aggrieved Employees in equal amounts. Defendant's records currently show approximately 276 Aggrieved Employees. This means that the Aggrieved Employees (those Class Members who primarily resided and worked for LiveRamp in California at any time beginning August 3, 2020, through [the date of preliminary approval]) will receive an estimated amount of \$6.79 for their Individual PAGA Payment. This will be in addition to the approximately \$72.04 received as a Class Member.

Please be advised that the amounts of the Individual Settlement Payments listed here are estimates and that the final amounts may be different.

Each Individual Settlement Share and each Individual PAGA Payment will be allocated as penalties, will not be subject to tax withholdings, and will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and Aggrieved Employees at the address that is on file with the Settlement

Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

**C. Your Employment Based on Defendant's Records**

According to Defendant's records:

**You were employed by Defendant, and primarily resided and worked for Defendant in California, for one or more days between October 7, 2017 through [ADMINISTRATOR TO INSERT EITHER August 2, 2020 OR the date of preliminary approval, depending upon what Defendant's records show for the Class Member].**

- **If your employment dates with Defendant, as shown above, ended on or before [date of preliminary approval], you are considered BOTH a Class Member entitled to the Individual Settlement Payment described above AND an Aggrieved Employee entitled to the additional Individual PAGA Payment described above.**

If you wish to dispute the dates of employment listed above, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Class Action (*Chen v. LiveRamp Holdings, Inc.*, Case No. CGC-21-595838); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the dates of employment and what you contend are the correct dates; (e) include information or attach documentation demonstrating the dates you contend should be credited to you; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

**D. Release of Claims**

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims they may have or had during the Class Period. In addition, all Aggrieved Employees will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims during the PAGA Period.

"Released Class Claims" means any and all causes of action, claims, rights, damages (including punitive, statutory or liquidated damages), penalties, liabilities, restitution, damages, attorneys' fees, costs, expenses, interest and losses alleged in the operative complaint or which could have been alleged in the operative complaint under federal, state, local or common law, based on the facts alleged in the operative complaint, arising from or relating to any Class Member's receipt, execution, or refusal to execute Defendant's Associate (Employee) Agreement or Restricted Stock Unit Agreement, including claims relating to the forfeiture of vested shares in earned stock, interference with current and prospective employment opportunities, wrongful receipt of wages paid under the California Labor Code and California Business and Professions Code §§ 17200, et seq., that any Class Member has or might have that was alleged or could have been alleged based on the factual allegations in the operative complaint that accrued between October 7, 2017, and the [date of preliminary approval]. Unless a Class Member submits a valid and timely Request for Exclusion, Settlement Class Members are bound by the settlement and release of Released Class Claims regardless of whether an Individual Settlement Payment is used by them or cashed by them.

"Released PAGA Claims" means any right or claim for civil penalties arising from alleged violations of the California Labor Code or applicable Wage Orders, alleged in the operative complaint in the Action, or that could have been alleged in the operative complaint in the Action, based on the facts alleged therein, pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. (PAGA), including without limitation for any violation of California Labor Code §§ 201, 202, 203, 221, 225.5, 432.5, and 925, arising from or relating to the execution, receipt, or refusal to execute Defendant's Associate (Employee) Agreement or Restricted Stock Unit Agreement, between August 3, 2020, and the [date of preliminary approval]. Neither Class Members nor Aggrieved Employees may opt out of, or object, to the

settlement and release of Released PAGA Claims. Further, the Class Members are bound by the settlement and release of Released PAGA Claims regardless of whether an Individual PAGA Payment is used by them or cashed by them.

“Released Parties” means Defendant and its respective current and former affiliates and related entities, including its parent and subsidiaries, shareholders, predecessors, successors, divisions, joint ventures, insurers, fiduciaries, and assigns, and each of these entities’ past, present, or future direct or indirect officers, directors, members, agents, attorneys, or employees.

Regardless of whether an individual opts out of the Class Settlement, all Aggrieved Employees will be deemed to have released Defendants and the other Released Parties from all Released PAGA Claims.

**E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to one hundred and forty-eight thousand dollars (\$148,000.00) based on the hours they have worked on this case and other factors considered by the courts when determining a reasonable fee award. Class Counsel also will seek reimbursement of out-of-pocket litigation costs and expenses in an amount of up to two thousand eight hundred dollars (\$2,800.00). Class Counsel are scheduled to file their motion for these Attorneys’ Fees and Costs on or before [DATE SET BY COURT]. You may obtain a copy of this motion by visiting [ADD SETTLEMENT ADMINISTRATOR URL]. The Court will make the decision as to how much to award Class Counsel in attorneys’ fees and costs. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of four thousand dollars (\$4,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. Plaintiff is scheduled to file the motion for this Enhancement Award on or before [DATE SET BY COURT]. You may obtain a copy of this motion by visiting [ADD SETTLEMENT ADMINISTRATOR URL]. The Court will make the decision as to what Enhancement Payment to award Plaintiff. If awarded, the Enhancement Payment will be paid to Plaintiff in addition to her Individual Settlement Payments and Individual PAGA Payments (if applicable) that she is entitled to under the Settlement.

**G. Settlement Administration Costs to the Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed thirteen thousand dollars (\$13,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of dates of employment, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. You also will be issued your Individual PAGA Payment and be subject to the Released PAGA Claim regardless of whether you exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

**B. Request Exclusion from the Class Settlement**

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Chen v. LiveRamp Holdings, Inc., et al.*, Case No. CGC-21-595838); (b) be signed by you; (c) contain your full name, address, telephone number, and

last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Class Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the following mailing address:

**[Settlement Administrator]**

**[Mailing Address]**

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive the Individual Settlement Payment from the Settlement, will not be bound by the Class Settlement and Released Class Claims as described in Section III.D above, and will not have any right to object to, appeal, or comment on the Class Settlement. Regardless of whether a Class Member submits a valid and timely Request for Exclusion, if he or she is an Aggrieved Employee, he or she will be bound by the PAGA Settlement and Released PAGA Claim and will be paid an Individual PAGA Payment.

### **C. Object to the Class Settlement**

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Class Action (*Chen v. LiveRamp Holdings, Inc., et al.*, Case No. CGC-21-595838); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 304 of the San Francisco Superior Court, located at 400 McAllister Street, San Francisco, California 94102, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may choose to appear by remote audio or video if you wish. Review the Court’s website at <https://www.sfsuperiorcourt.org/> to schedule a remote appearance.

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court documents pertaining to this Settlement at the following website: **[ADD URL OF ADMINISTRATOR’S WEBSTE]**.

You also may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk’s office, located at 400 McAllister Street, San Francisco, California 94102, during business hours, or by online by visiting the following website: <https://www.sfsuperiorcourt.org/>.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**