

FEB 20 2024

CLERK OF THE COURT
BY: Chadla Green
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

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

Plaintiffs,

v.

LIVERAMP HOLDINGS, INC.,

Defendants.

Case No. CGC-21-595838

Hon. Ethan P. Schulman
Dept. 304

AMENDED JUDGMENT

JUDGMENT

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

The Settlement Class is defined as:

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

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

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

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

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

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

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

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

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

23 Settlement checks that remain uncashed 180 or more calendar days after issuance shall be void
24 and the Court may require a second distribution.

25 As of January 12, 2024, the total amount of residual funds from the initial distribution is
26 \$17,493.13. The Court hereby directs the Settlement Administrator to complete a second distribution,
27 totaling \$17,493.13, less \$4,000 for administration costs, to those Class Members who cashed their
28

1 initial settlement checks. The distribution shall be made on a pro rata basis no later than March 5,
2 2024. The second round of checks will expire and become non-negotiable after ninety (90) days.

3 Any residual funds remaining after all distributions are made to Participating Class Members
4 shall be paid to Legal Aid at Work, the approved *cy pres* beneficiary.

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

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

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

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

15 This document shall constitute a judgment for the purposes of California Rules of Court, Rule
16 3.769(h).

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

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

21
22 **IT IS SO ORDERED.**

23
24 Dated: February 20, 2024

25 
26 ETHAN P. SCHULMAN
27 Superior Court Judge
28

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

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

On February 20, 2024, I electronically served AMENDED JUDGMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: FEB 20 2024

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk