

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement” or “Agreement”) is made by and between Plaintiff Ana Cantu (“Plaintiff”) and Defendant Google LLC (“Google”) (Plaintiff and Google are, collectively, the “Parties”).

I. RECITALS

- A. On December 8, 2021, Plaintiff filed a complaint against Google and individually-named defendant Lisa Chen in the Superior Court of the State of California, for the County of Santa Clara, entitled *ANA CANTU, an individual, Plaintiff, vs. GOOGLE LLC, LISA NICOLE CHEN, AND DOES 1 THROUGH 25, INCLUSIVE, Defendants*, Case No. 21CV392049 (the “Action”). The Action asserted individual claims against Google and Chen, including claims for discrimination, harassment, and retaliation under the Fair Employment and Housing Act (“FEHA”), whistleblower retaliation under California Labor Code (“Labor Code”) section 1102.5, intentional and negligent infliction of emotional distress, violation of California’s Equal Pay Act under Labor Code section 1197.5, wrongful termination in violation of public policy, and unfair competition under California Business and Professions Code section 17200.
- B. On December 9, 2021, Plaintiff provided notice to the California Labor and Workforce Development Agency (“LWDA”) indicating that she intended to pursue claims, on both an individual and representative basis, pursuant to the Labor Code Private Attorneys General Act, Cal. Lab. Code section 2698 *et seq.*, (“PAGA”) against Google for violation of Labor Code sections 1197.5 and related claims for violation of Labor Code sections 201, 202, 203, 204, 210, and 226.
- C. On February 15, 2022, after PAGA’s required notice period had elapsed, Plaintiff filed a First Amended Complaint adding a claim for civil penalties under PAGA against Google for the same claims identified in the notice to the LWDA. Plaintiff identified aggrieved employees as non-White employees.
- D. On June 14, 2022, Google demurred to the newly added PAGA cause of action in Plaintiff’s First Amended Complaint. On August 22, 2021, the Superior Court sustained Google’s demurrer with leave to amend.
- E. On September 20, 2022, Plaintiff filed a Second Amended Complaint, repleading the previously dismissed PAGA claim with additional factual allegations. Google again demurred. The Superior Court overruled Google’s demurrer on February 21, 2023.
- F. On January 22, 2024, Plaintiff filed a Third Amended Complaint, adding class claims for the same claims asserted in the PAGA claim on behalf of a class of Hispanic, Latinx, Black/African descent, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islander, and/or Alaska Native employees. On February 23, 2024, Google demurred to the class claims. The demurrer was originally set for hearing on July 25, 2024, however, the Parties agreed to reset the

hearing to December 19, 2024, and then subsequently agreed that the hearing would come off calendar in light of the Parties' ongoing settlement discussions, and Plaintiff's agreement to amend her complaint to address certain issues raised in the demurrer.

- G. On August 29, 2024, Plaintiff and Google participated in a full-day mediation presided over by Stephanie Chow, Esq. of Mediated Negotiations. During the mediation, Plaintiff and Google, represented by their respective counsel, agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Term Sheet entered into at the mediation and any other agreements, understandings, or representations between the Parties.
- H. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Google that Plaintiff's claims in the Action have merit, that it has any liability to Plaintiff or the Class on those claims, or that Google agrees that amounts to be paid to Plaintiff either for settlement of her individual, non-class claims, or the Class reflect the value of the claims asserted in the litigation. Nothing in this Agreement is intended or will be construed as an admission by Plaintiff that Plaintiff's claims do not have merit, that Google's defenses in the Action have merit, that Plaintiff cannot represent the Class pursuant to the definition pleaded in the Third Amended Complaint, or that Plaintiff agrees that amounts allocated as damages to either Plaintiff or the Class reflect the full value of the claims asserted in the litigation.
- I. This Agreement sets forth the settlement terms for the settlement of two separate types of claims: (1) the Class Claims for the claims asserted on a class-wide and/or PAGA basis for violation of Labor Code section 1197.5, and related claims for violation of Labor Code sections 201, 202, 203, 204, 210, and 226 (and reasonably related claims), which are specified in further detail in section III.J.1. below and require court approval; and (2) Plaintiff's separate additional individual non-class claims, including her claims for FEHA discrimination, harassment, and retaliation, whistleblower retaliation under Labor Code section 1102.5, and intentional and negligent infliction of emotional distress, which do not require court approval.

Based on these Recitals, incorporated by reference in this Agreement, the Parties agree as follows:

II. DEFINITIONS

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

- A. "Class" means all current and former Hispanic, Latinx, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islander, and/or Alaska Native employees who worked for Google in California any time during the Class Period.

- B. “Class Counsel” means Beth Gunn and Catherine J. Coble of Gunn Coble LLP, and Jennifer Kramer of Hennig Kramer LLP.
- C. “Class Claims” means the claims asserted on a class-wide and/or PAGA basis for violation of Labor Code section 1197.5, and related claims for violation of Labor Code sections 201, 202, 203, 204, 210, and 226 and reasonably related claims, as set forth in section III.J.1. below.
- D. “Class Counsel Fees and Expenses Payment” means the amount awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses in connection with the Action, including but not limited to their pre-filing investigation, their commencement of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- E. “Class Members” means all members of the Class.
- F. “Class Net Settlement Amount” means the amount from the Class Total Settlement Amount that is available for distribution as the Class Payment portion of Class Settlement Shares to Class Members after deductions for (a) PAGA Civil Penalties; (b) the Class Representative Enhancement Payment; (c) the Class Counsel Fees and Expenses Payment; and (d) the Settlement Administrator’s fees and expenses. The entire Class Net Settlement Amount will be distributed to Class Members. If any Class Settlement Share check is not timely cashed by a Participating Class Member, that share will be sent to]the California State Controller’s Office, Unclaimed Property Fund, in the name of the Class Member, where the Class Member can later claim their funds.
- G. “Class Notice” means the Notice of Proposed Settlement, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval, as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- H. “Class Notice Packet” means the Class Notice (Exhibit A to this Agreement) and the Notice of Estimated Class Settlement Share (Exhibit B to this Agreement).
- I. “Class Period” means the period of time from February 15, 2018, until December 31, 2024.
- J. “Class Representative Enhancement Payment” means the special payment made to Plaintiff in her capacity as Class Representative to compensate her for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the release of Class Claims described in section III.J.1. of the Settlement.
- K. “Class Settlement” means the portion of the total settlement of the Action allocated as the amount exchanged in release of the Class Claims.

- L. “Class Settlement Share” means the portion of the Class Net Settlement Amount and PAGA Amount allocable to each Class Member as provided by this Agreement.
- M. “Class Total Settlement Amount” means the maximum amount to be paid by Google to the Class for the release of claims set forth in sections III.J.1, and III.J.II. below, as provided by this Agreement. The Class Total Settlement Amount is Twenty-Eight Million Dollars (\$28,000,000.00) without reversion to Google. The Class Total Settlement Amount will cover (a) all Class Settlement Shares paid to Class Members pursuant to the Settlement; (b) the PAGA Civil Penalties (75% of which will constitute the LWDA Payment and 25% of which will constitute the PAGA Amount); (c) Plaintiff’s Class Representative Enhancement Payment; (d) the Class Counsel Fees and Expenses Payment; and (e) the Settlement Administrator’s fees and expenses.
- N. “Effective Date” means the date by when all of the following have occurred: (a) Google has not voided this Settlement pursuant to section III.H.6; (b) the Superior Court enters a Judgment on its Order Granting Final Approval of the Class Action and PAGA Settlement; and (c) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the last date on which a notice of appeal from the Judgment may be filed, and none is filed; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the last of the following dates: (i) the last date by which a petition for review by the California Supreme Court of the California Court of Appeal’s decision affirming the Judgment may be filed, and none is filed; (ii) the last date by which a petition for a writ of *certiorari* to the United States Supreme Court of a decision by the California Court of Appeal or the California Supreme Court affirming the Judgment may be filed, and none is filed; or (iii) if a petition for review by the California Supreme Court, or a petition for a writ of *certiorari* to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal’s decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.
- O. “Final Approval Hearing” means the hearing to be conducted by the Superior Court to determine whether to approve finally and implement the terms of this Agreement.
- P. “Google’s Counsel” means Felicia A. Davis and Eric Distelburger of Paul Hastings LLP.
- Q. “Judgment” means the Order Granting Final Approval of Class Action and PAGA Settlement and the Final Judgment entered by the Superior Court in substantially the same forms evidenced by Exhibits D-1 and D-2, respectively, to this Agreement and incorporated by reference into this Agreement.

- R. “LWDA Payment” means the 75% of the PAGA Civil Penalties payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as specified in section III.E.3 of this Agreement.
- S. “Notice of Estimated Class Settlement Share” means the form that Class Members will receive that describes their estimated Class Settlement Shares, as evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- T. “PAGA Amount” means the 25% of the PAGA Civil Penalties payable to Class Members under PAGA, as specified in section III.D.1.b. of this Agreement.
- U. “PAGA Civil Penalties” means the amount set aside from the Class Total Settlement Amount for settlement of claims for civil penalties under PAGA, as specified in section III.B of this Agreement. Per Labor Code § 2699(i), 75% of such penalties will be payable to the LWDA as the LWDA Payment, and the remaining 25% will be payable to PAGA Settlement Group Members as the PAGA Amount.
- V. “PAGA Period” means the period of time from December 8, 2020, until December 31, 2024.
- W. “PAGA Settlement Group” means all current and former Hispanic, Latinx, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islander, and/or Alaska Native employees who worked for Google in California any time during the PAGA Period. The PAGA Settlement Group is a subset of the Class.
- X. “PAGA Settlement Group Members” means all members of the PAGA Settlement Group.
- Y. “Participating Class Members” means all Class Members who do not timely opt out of the Class Settlement.
- Z. “Preliminary Approval of the Settlement” means the Superior Court’s preliminary approval of the Settlement of the class action and PAGA claims without material change, or with material changes to the Settlement to which the Parties all agree. An award by the Superior Court of lesser amounts than sought for the Class Representative Enhancement Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.
- AA. “Plaintiff’s Individual Claims” means Plaintiff’s separate additional individual non-class claims for FEHA discrimination, harassment, and retaliation, whistleblower retaliation under Labor Code section 1102.5, and intentional and negligent infliction of emotional distress.
- BB. “Plaintiff’s Total Individual Settlement Amount” means the maximum amount to be paid by Google to Plaintiff for the release of claims set forth in section III.J.3. below, as provided by this Agreement. Plaintiff’s Total Individual Settlement

Amount is Two Million Dollars (\$2,000,000.00) as a gross amount to be paid to Plaintiff prior to applicable federal and state tax withholdings.

- CC. “Qualified Settlement Fund” or “QSF” means the account held by the Settlement Administrator to effectuate the terms of the Agreement and the Orders of the Court, to be treated for federal income tax purposes pursuant to Treas. Reg. § 1.46B-1. The Settlement Administrator shall establish the QSF within three (3) business days after the issuance of the Final Approval Order by the Court. The Settlement Administrator shall be responsible for establishing, administering, and otherwise operating the QSF, including preparing and filing federal and state tax returns with applicable government tax authorities, and remitting tax withholdings to the applicable government tax authorities.
- DD. “Settlement Administrator” means the administrator agreed upon and proposed by the Parties and appointed by the Superior Court to administer the Settlement.
- EE. “Superior Court” means the Superior Court of the State of California in and for the County of Santa Clara.
- FF. “Total Settlement Amount” means the maximum amount to be paid by Google as provided by this Agreement and consists of (a) the Class Total Settlement Amount; and (b) Plaintiff’s Total Individual Settlement Amount. The Total Settlement Amount is Thirty Million Dollars (\$30,000,000.00).

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Amended Complaint.** Prior to seeking the Superior Court’s approval of the Settlement, Plaintiff will file a Fourth Amended Complaint that dismisses Lisa Chen as an individually named Defendant with prejudice, and that conforms the proposed class and PAGA definitions to match the definitions of the Class and PAGA Settlement Group found in this Agreement. Google agrees to stipulate to the filing of the Fourth Amended Complaint.
- B. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount is Thirty Million Dollars (\$30,000,000.00). Google shall pay the Total Settlement Amount into a Qualified Settlement Fund entitled “Cantu v. Google Settlement Fund” (“QSF”). The Total Settlement Amount will cover (a) all Class Settlement Shares paid to Class Members pursuant to the Settlement; (b) the PAGA Civil Penalties of \$240,000.00 (75% of which will constitute the LWDA Payment and 25% of which will constitute the PAGA Amount); (c) Plaintiff’s Class Representative Enhancement Payment of up to \$50,000.00; (d) the Class Counsel Fees and Expenses Payment (which includes all attorneys’ fees and expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Settlement, attending to the administration of the Settlement, and obtaining dismissal of the Action); (e) the Settlement Administrator’s fees and expenses; and (f) Plaintiff’s Individual Settlement Amount of \$2,000,000.00, in consideration of her release of individual,

non-class claims. Provided that all conditions precedent have been met pursuant to this Agreement, all of the Total Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Total Settlement Amount will revert to Google.

C. **Employer's-Side Payroll Taxes.** As to all portions of the Total Settlement Amount allocated as W-2 wages pursuant to this Agreement, each side (Plaintiff, Class Members and Google) shall be responsible for their respective share of any payroll taxes owed.

D. **Class Settlement Shares.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Class Settlement Shares as follows:

1. **Calculation.**

a. **Class Payments.** Each Class Member who does not opt out of the Settlement will receive a "Class Payment" according to the Plan of Allocation attached hereto as **Exhibit E**. The Class Net Settlement Amount shall be divided into Class Settlement Shares and paid to Participating Class Members on a pro rata basis, based on the Participating Class Member's respective total compensation during the Class Period. Each Participating Class Member's pro rata share of the settlement amount will be calculated as follows: $\text{Pro Rata Share} = \frac{\text{Total Compensation Earned by Participating Class Member During Class Period}}{\text{Aggregate Total Compensation Earned by All Participating Class Settlement Members During Class Period}}$. No Participating Class Member shall receive less than \$250.00 as a Class Payment. Class Members are not required to submit claim forms to receive Class Settlement Payments.

b. **PAGA Amount Payments.** In addition to the Class Net Settlement Amount, \$60,000.00 (25% of the PAGA Civil Penalties) has been designated as the "PAGA Amount." Each PAGA Settlement Group Member shall receive a "PAGA Amount Payment" equal to the PAGA Amount times the ratio of (i) the number of pay periods worked by the PAGA Settlement Group Member for Google during the PAGA Period ("Covered Pay Periods") to (ii) the total number of Covered Pay Periods worked by all such PAGA Settlement Group Members. All PAGA Settlement Group Members, including those who opt out of the Class Settlement, will receive a PAGA Amount Payment. One hundred percent (100%) of the PAGA Amount Payment is in settlement of claims for civil penalties under PAGA and thus shall not be subject to payroll tax withholdings or wage deductions and shall be reported on IRS Form 1099-MISC, Box 3.

2. **Effect of Class Members Who Opt Out of Settlement.** A Class Member who timely and validly opts out of the Class Settlement by submitting a

“Request for Exclusion” to the Settlement Administrator will not participate in or be bound by the Settlement; will not receive the Class Payment portion of their Class Settlement Share; and will not be included with those other Participating Class Members counted for purposes of the calculation of the Class Payment portion of Class Settlement Shares, except that all PAGA Settlement Group Members will release the Released PAGA Claims as described in section III.J.2, and will receive a PAGA Amount Payment regardless of whether they opt out of the Class Settlement. The Class Payment portion of the Class Settlement Share that otherwise would have been payable to a Class Member who opts out of the Settlement will be retained in the Class Net Settlement Amount for distribution to all other Participating Class Members who do not opt out.

3. **Tax Treatment.** The Settlement Administrator shall be responsible for making all distributions of amounts paid into the QSF, including the amounts described in Sections III.E. and III.G.1. below, and shall report all distributions to the IRS on the appropriate tax forms as required.

- a. **Taxation of Class Settlement Shares:** With the exception of the PAGA Amount Payments (which shall be reported on IRS Form 1099-MISC), the payments of the Class Settlement Shares shall be reported to taxing authorities as follows: (1) One-half (1/2) or fifty percent (50%) of each Class Settlement Share (the “Wage Portion”) will be treated as a payment in settlement of the Participating Class Member’s claims for unpaid wages; Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Participating Class Member an IRS Form W-2 with respect to the Wage Portion
- b. One-half (1/2) or fifty percent (50%) of each Class Settlement Share (the “Non-Wage Portion”) will be treated as a payment in settlement of the Participating Class Member’s claims for all penalties and interest; Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Participating Class Member an IRS Form 1099-MISC designating the amount as “Other Income” in Box 3 with respect to the Non-Wage Portion.

- E. **Payments to Plaintiff, Class Counsel, LWDA, and Settlement Administrator from Class Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Class Total Settlement Amount of \$28,000,000.00 as follows:

1. **To Plaintiff Ana Cantu as Class Representative.** In addition to Plaintiff’s Total Individual Settlement Amount and Plaintiff’s Class Settlement Share (which includes the Class Payment and the PAGA Amount Payment),

Plaintiff will apply to the Superior Court for an award of not more than \$50,000.00, representing her Class Representative Enhancement Payment in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the release provided for in section **Error! Reference source not found.**1 of the Settlement. Google will not oppose a Class Representative Enhancement Payment of \$50,000.00 to Plaintiff. The Settlement Administrator will pay the Class Representative Enhancement Payment approved by the Superior Court (but not more than \$50,000.00) out of the Class Total Settlement Amount. If the Superior Court approves a Class Representative Enhancement Payment of less than \$50,000.00, the remainder will be retained in the Class Net Settlement Amount.

2. **To Class Counsel.** Class Counsel will apply to the Superior Court for an award of not more than \$7,000,000.00 for attorneys' fees (25% of the Class Total Settlement Amount of \$28,000,000) and \$300,000.00 for expenses, as their Class Counsel Fees and Expenses Payment, and Google will not oppose their request. If the Superior Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Class Net Settlement Amount.
3. **To LWDA and PAGA Settlement Group Members.** The Parties will apply to the Superior Court for approval of the PAGA Civil Penalties payment of \$240,000, which shall consist of the LWDA Payment of \$180,000.00 (75% of the PAGA Civil Penalties) as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to PAGA, and the PAGA Amount of \$60,000.00 (25% of the PAGA Civil Penalties) to be distributed to the PAGA Settlement Group Members as described in section III.D.1.b. This amount reflects the Parties' good-faith and reasonable assessment, for purposes of settlement, of the likelihood that a PAGA representative action would be maintained; that liability under PAGA would be established; and the amount of penalties the Superior Court would award if a PAGA representative action were maintained and liability were found, including in addition to class liability. If the Superior Court approves PAGA Civil Penalties of less than \$240,000.00, the remainder will be retained in the Class Net Settlement Amount.
4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself out of the Class Total Settlement Amount its reasonable fees and expenses as approved by the Superior Court. It is projected that these fees and expenses shall not exceed \$36,000. If the Settlement Administrator's reasonable fees and expenses are less than \$36,000.00, the remainder will be retained in the Class Net Settlement Amount.

- F. **Non-Monetary Relief.** As a result of this Agreement and to address the factual allegations asserted in this lawsuit, Google shall continue its current commitment to hire Labor Economist Janet Thornton to review Google's annual pay equity audits and make recommendations on that process. Google shall provide to Class Counsel the same report provided to counsel as a function of settlement in the matter of *Kelly Ellis, Holly Pease, Kelli Wisuri, and Heidi Lamar, individually and on behalf of all others similarly situated v. Google, LLC (formerly Google, Inc.)*, San Francisco County Superior Court Case No. CGC-17-561299 ("the *Ellis* matter"), not more than six months following the completion of the audit, except that Google shall first have the ability to mark as attorney-client privileged and redact any portion of those materials that pertain to the part of Google's annual pay equity analysis currently designated as attorney-client privileged and that has not been expressly waived by disclosure. This process shall occur annually for a period of three years following the settlement.

As a result of this Agreement and to address the factual allegations asserted in this lawsuit, Google shall continue its current commitment to hire I/O Psychologist Nancy Tippins to review its process for determining level at hire and make recommendations on that process. Google shall provide to Class Counsel the same report provided to counsel in the *Ellis* matter not more than six months following the completion of the I/O Psychologist's work.

All work done pursuant to the non-monetary relief terms shall be treated as privileged and confidential under Rule 408 of the Federal Rules of Evidence and California Evidence Code Section 1152. Should disputes arise regarding compliance with these non-monetary relief terms of this Settlement Agreement, any public filings will be filed under seal, in compliance with the Protective Order entered in this case.

- G. **Plaintiff's Individual Settlement Payment.** Following the Court's final approval of the Class Settlement, and at the same time as the settlement administrator disburses payment to Class Members, the administrator shall disburse the amount of \$2,000,000.00 as described in paragraph III.G.1. below, in settlement of Plaintiff's individual, non-class claims, separate from and in addition to any Class Settlement Share that Plaintiff may be entitled to receive as a Class Member, in exchange for the release of Plaintiff's Individual Claims, as set forth in section III.J.3. below. Class Counsel believes this amount is fair because it covers alleged damages Plaintiff claims to have suffered separate and apart from the injuries she claims on behalf of the Class, including (a) past and future lost wages arising from FEHA discrimination, harassment, and/or retaliation, and violation of Labor Code section 1102.5, including damages based on the value of Google's stock; (b) emotional distress damages, including physical injuries and physical sickness; and (c) punitive damages pursuant to California Civil Code section 3294. Google believes a lesser amount should be paid as Plaintiff's Total Individual Settlement Payment, but it will not oppose this amount. Provided all conditions precedent to payment have been met as specified in this Agreement, Google shall pay Plaintiff's

Total Individual Settlement Payment according to the following terms and conditions:

1. **Two Payments:** The Settlement Administrator shall pay Plaintiff's Total Individual Settlement Amount in two separate transactions as follows:

- a. One direct deposit to Plaintiff's banking account comprised of fifty percent (50%) of Plaintiff's Total Individual Settlement Amount, in the gross amount of \$1,000,000.00, less all authorized deductions and withholdings for applicable federal, state and local taxes, for which an IRS Form W-2 will be issued to Plaintiff, representing the settlement of any and all claims for economic damages asserted by Plaintiff's Individual Claims in the Action or that could have been asserted and that may relate in any manner to her employment with Google, including but not limited to back pay and front pay damages. Plaintiff shall provide a fully executed IRS Form W-4 in relation to this payment.
- b. One payment comprised of fifty percent (50%) of Plaintiff's Total Individual Settlement Amount, in the amount of \$1,000,000.00, representing the settlement of any and all claims for non-wage damages asserted by Plaintiff's Individual Claims in the Action or that could have been asserted and that may relate in any manner to her employment with Google.
- c. Google's Counsel, Class Counsel, and Plaintiff shall cooperate with the Settlement Administrator to ensure that all necessary information required for both payments described above has been provided to the Settlement Administrator in advance of the date by which the payments are required to be made.

H. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint Atticus Administration LLC to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include establishing the QSF, preparing, printing, and mailing the Class Notice Packet to the Class Members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; receiving Class Member objections and opt-outs from the Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Class Member objections and opt-outs from the Settlement; calculating Estimated Class Settlement Shares and PAGA Amount Payments before mailing the Class Notice Packet; calculating Class Settlement Shares and PAGA Amount Payments to be paid to Class Members after the Motion for Final Approval has been granted;

issuing and mailing the checks to effectuate the Class Payments and PAGA Amount Payments due pursuant to the Settlement; mailing a reminder postcard to Participating Class Members who have not cashed their checks; maintaining a static case web site to host required court documents and information, including posting the Final Judgment pursuant to Cal. R. Ct. 3.771(b); disbursing all amounts required by the Settlement by the required deadlines; administering all tax reporting required by the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Class Member's Class Settlement Share or PAGA Amount Payment, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Class Total Settlement Amount.

I. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of the Settlement.

- a. Plaintiff's Motion for Preliminary Approval of the Settlement is currently scheduled to be heard by the Court on March 6, 2025, at 1:30 p.m. Not later than 14 calendar days prior to the hearing date, Plaintiff shall file a motion (the "Motion for Preliminary Approval") with the Superior Court for an order granting Preliminary Approval of the Class Action and PAGA Settlement; conditionally certifying the Class; appointing the Class Representative, Class Counsel, and Settlement Administrator; setting a date for the Final Approval Hearing; and approving the Class Notice and the Notice of Estimated Class Settlement Share. Plaintiff shall provide Google a draft of the Motion for Preliminary Approval not later than 7 calendar days prior to the date for filing the motion, or as otherwise agreed by counsel for the Parties, and Google shall have the right to review and comment on it. Plaintiff shall consider any such comments in good faith, and shall not unreasonably reject such comments. Google also retains the right to file a separate statement with the Court concerning the Plaintiff's Individual Settlement Payment, provided that Google provides Class Counsel with a copy of the statement not less than three business days prior to filing it, and Class Counsel shall have the right to review and comment on it. Class Counsel shall have the right to file a response to the filing prior to the Preliminary Approval Hearing.
- b. Pursuant to PAGA, on the date Plaintiff files the Motion for Preliminary Approval with the Superior Court, Plaintiff will submit to the LWDA the Motion for Preliminary Approval and the Settlement Agreement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA,

and will request the Superior Court to adjudicate the validity of the PAGA Notice in the Motion for Final Approval of the Settlement and bar any claim to void the Settlement under PAGA.

- c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion in the form evidenced by Exhibit C to this Agreement.
- d. Should the Superior Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void. The Parties will have no further obligations under the Settlement and the case will return to the procedural posture it was in prior to the execution of the Settlement Agreement. An award by the Superior Court of lesser amounts than sought for the Class Representative Enhancement Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

2. **Notice to Class Members.** After the Superior Court enters its order granting Preliminary Approval of the Class and PAGA Settlement, every Class Member will be provided with the Class Notice Packet (which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement, and the Notice of Estimated Class Settlement Share) as follows:

- a. Within sixty (60) days after the Superior Court enters its order granting Preliminary Approval of the Settlement, Google will provide to the Settlement Administrator an electronic database for the Class Members, containing each Class Member's name, last-known mailing address, telephone number, Social Security number, employee identification number, the total amount of compensation paid to the Class Member during the Class Period, and (for the PAGA Settlement Group only) his or her number of pay periods the Class Member worked during the PAGA period. This information will otherwise remain confidential and will not be disclosed to anyone, except in order to carry out the reasonable efforts described in section III.I.2, or pursuant to Google's express written authorization or by order of the Superior Court.
- b. Within fifteen (15) days after receiving the Class Members' data, the Settlement Administrator will (i) search for updated addresses for all Class Members using the National Change of Address (NCOA) database; (ii) update any Class Member addresses found through the NCOA search; (iii) calculate each Class Member's Estimated Class Settlement Share; (iv) send to counsel for the

Parties its payment calculations for Class Members and obtain approval from counsel of the calculations; and (v) send a Class Notice Packet to each Class Member. The Settlement Administrator will mail this information to all identified Class Members. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.

- c. If a Class Notice Packet is returned because of an incorrect address and no forwarding address is affixed thereto, the Settlement Administrator will promptly, and not later than five (5) business days from receipt of the returned packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Members' data and otherwise work with Google to find a more current mail address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the deadlines set forth in this Agreement, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, telephone numbers, and Social Security numbers; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note the address for its own records and notify Class Counsel and Google's Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.
- d. Each week, the Settlement Administrator will provide to Class Counsel and Google's Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of any objections and opt-outs from the Settlement.
- e. In connection with the filing of the Parties' Motion for Final Approval of the Class and PAGA Settlement, the Settlement Administrator will prepare, and the Parties will file with the Superior Court, a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Opt-outs from Settlement.** Class Members may submit objections to the Settlement or opt out of the Settlement pursuant to the following procedures:
 - a. **Objections to Settlement.** Class Members who wish to object to any term of the Settlement may submit an objection to the Settlement Administrator, postmarked no later than sixty (60) days after the Settlement Administrator mails the Class Notice Packets. The Settlement Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and Google's Counsel. Class Counsel shall file all such objections with the Superior Court at the time of filing Plaintiff's Motion for Final Approval. Google's Counsel and Class Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection must: (1) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than sixty (60) days after the Settlement Administrator mails the Class Notice Packets. The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement.
 - b. **Request for Exclusion ("Opt Out").** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a written Request for Exclusion letter, postmarked no later than sixty (60) days after the Settlement Administrator mails the Class Notice Packets. The Request for Exclusion must contain: (1) the Class Member's name, address, telephone number; (2) a statement that the Class Member wishes to be excluded from the Settlement; and (3) the Class Member's handwritten signature. If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who timely submits a valid Request for Exclusion will not participate in or be bound by the Settlement and the Judgment, except that all Class Members who worked for Google during the PAGA Period will release the Released PAGA Claims as described in section III.J.2 and will receive a portion of the PAGA Amount regardless of whether they opt out of the Class Settlement. A Class Member who

does not complete and mail a valid Request for Exclusion in the manner and by the deadline specified above will automatically be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Superior Court, and by the Judgment. Any Class Member who timely submits a valid Request for Exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

- c. **Report.** Not later than ten (10) days after the deadline to submit Requests for Exclusion, the Settlement Administrator will provide the Parties with a complete and accurate list of objections and opt-outs submitted by Class Members.
4. **Resolution of Disputes.** If a Class Member disputes the information shown on their Notice of Estimated Class Settlement Share, the Class Member must ask the Settlement Administrator to resolve the matter by returning the Notice of Estimated Class Settlement Share with the information that they contend is correct and including with the sheet any documentation the Class Member has to support their contention. In the event of such a dispute, Google will have the right to review its payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and Google, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.
5. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement.
6. **Right of Google to Reject Settlement.** If five percent (5%) or more of Class Members, or a number of Class Members whose Class Settlement Shares would be worth ten percent (10%) or more of the Class Net Settlement Amount as calculated, timely submit valid Requests for Exclusion, Google will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void, and the case will return to the procedural posture it was in prior to the execution of the Settlement Agreement. Google must exercise this right within fifteen (15) days after the Settlement Administrator notifies the Parties of the number of opt-outs, which the Settlement Administrator will do within ten (10) days after the deadline for submission of Requests for Exclusion. If Google exercises its right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If Google does not exercise its right to rescind, Plaintiff will move for final approval of the Settlement and for an award of the Class Representative

Enhancement Payment and the Class Counsel Fees and Expenses Payment pursuant to the Settlement, which Google will not oppose.

7. Additional Briefing and Final Approval of the Class Action and PAGA Settlement.

- a. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiff will file with the Superior Court a Motion for Final Approval of the Class and PAGA Settlement, the LWDA Payment, payment of the Settlement Administrator's reasonable fees and expenses, and for awards of the Class Representative Enhancement Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement; and a declaration prepared by the Settlement Administrator listing the employee identification numbers of all Class Members who timely submitted a valid Request for Exclusion. Class Counsel will provide Google with a draft of the Motion for Final Approval in advance, and Google shall have the right to review and comment on it. Class Counsel shall provide Google with reasonable time to conduct such review. Class Counsel shall consider any such comments in good faith, and shall not unreasonably reject such comments.
- b. Not later than five (5) court days before the Final Approval Hearing, Plaintiff may file a reply in support of the Motion for Final Approval of the Class and PAGA Settlement to the extent that any opposition to the motion is filed.
- c. If the Superior Court does not grant final approval of the Settlement, or if the Superior Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Google to pay the Class Total Settlement Amount, except that Google will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void, and the case will return to the procedural posture it was in prior to the execution of the Settlement Agreement. An award by the Superior Court of lesser amounts than sought for the Class Representative Enhancement Payment or Class Counsel Fees and Expenses Payment will not constitute a material modification of the Settlement; although Plaintiff maintains the right to appeal any such reduction.
- d. Together with the Motion for Final Approval, Plaintiff will present a proposed Judgment to the Superior Court for its approval and entry, in substantially the form evidenced by Exhibit D-2 to this Agreement, unless modifications or other procedures are required

by the Superior Court. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement pursuant to California Code of Civil Procedure, section 664.6, solely for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

8. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Participating Class Members who did not timely submit an objection to the Settlement and intervene in the Action, Google, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Superior Court to award the full Class Representative Enhancement Payment or the Class Counsel Fees and Expenses Payment sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.
9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Google will have the right to void the Settlement, which a Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court's award of the Class Representative Enhancement Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.
10. **Timing of Settlement Payments.** Within ten (10) days of the Effective Date, which the Parties expressly acknowledge and agree will be 70 days after the Court grants final approval of the Settlement, assuming no objections, Google will transfer the Total Settlement Amount to the

Settlement Administrator via wire transfer. Within ten (10) days after receiving the transfer of the Total Settlement Amount, the Settlement Administrator will pay to Class Members the Class Settlement Shares and the PAGA Amount Payments; to Plaintiff, the Class Representative Enhancement Payment; to the LWDA, the LWDA Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; to the Settlement Administrator, its reasonable fees and expenses, consistent with the Final Approval Order; and to Plaintiff, her Total Individual Settlement Amount as set forth in section III.G.1. Google agrees to cooperate with Class Counsel to execute any additional paperwork required for a structured settlement of the payment to Class Counsel, including but not limited to any alterations to the payee name/s, method of payment, and/or tax treatment of the payment.

11. **Uncashed Class Settlement Share Checks.** A Participating Class Member must cash their Class Settlement Share check within one hundred and eighty (180) calendar days after it is mailed. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at their correct address. If any Participating Class Member's Class Settlement Share check is not cashed within one hundred and twenty (120) days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a letter or postcard informing the Participating Class Member that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a Participating Class Member fails to cash the check for their Class Settlement Share within one hundred and eighty (180) days after it is mailed, the Settlement Administrator will distribute the funds to the California State Controller's Office, Unclaimed Property Fund in the name of the Participating Class Member. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Class Net Settlement Amount will be paid out to Participating Class Members, whether or not they cash their Class Settlement Share checks. Any amounts paid to PAGA Settlement Group Members for PAGA Amount Payments shall be treated in the same manner.

J. **Release and Waiver of Claims.**

1. **Participating Class Members.** In consideration for their awarded Class Payment portions of their Class Settlement Shares, upon the date the Class Settlement Payments are mailed to Participating Class Members, all Participating Class Members release any and all known and unknown class claims asserted against Google and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders, insurance carriers and agents, and any other successors, assigns and legal representatives and its

related persons and entities (“Released Parties”) that arise out of or relate to the class allegations in the operative complaint for the time period of February 15, 2018 through the date upon which the Class Settlement is preliminarily approved, including but not limited to the allegations that Google paid Class Members less than it paid White and Asian employees for substantially similar work, or that Google otherwise discriminated against Class Members on the basis of race with respect to pay. The released claims include but are not limited to claims brought under California Labor Code sections 201-203, 1194.5, 1197.5, 2698 *et seq.*, and California Business and Professions Code sections 17200 *et seq.* Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*, attorneys’ fees and costs, and interest (the “Class Members’ Released Claims”). This release shall become effective when the Settlement Administrator pays to Class Members their Class Settlement Shares.

2. **PAGA Settlement Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, upon the date the Class Settlement Payments are mailed to Participating Class Members, the State of California and all PAGA Settlement Group Members release any and all claims under PAGA for civil penalties against Google and the Released Parties that were pled or could have been pled based on the factual allegations contained in the notice submitted by Plaintiff to the LWDA pursuant to PAGA that occurred from December 8, 2020, until the date upon which the Class Settlement is preliminarily approved, including but not limited to claims under California Labor Code sections 201-204, 210, 226, 1194.5, 1197.5, and 2698 *et seq.* (the “Released PAGA Claims”). All PAGA Settlement Group Members will release the Released PAGA Claims, and will receive a PAGA Amount Payment, regardless of whether they opt out of the Settlement. This release shall become effective when the Settlement Administrator pays to Class Members their PAGA Amount Payments..
3. **Plaintiff’s Release of Individual Claims.** As a Class Member, Plaintiff agrees to the release of Class Claims set forth in section III.J.1. above. In consideration of Plaintiff’s awarded Class Representative Enhancement Payment and Plaintiff’s Total Individual Settlement Amount, Plaintiff releases Plaintiff’s Individual Claims as well as any and all known and unknown claims against Google and the Released Parties related to Plaintiff’s employment with Google, and waives the protection of California Civil Code section 1542, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

(“Plaintiff’s Released Claims”). Expressly excluded from Plaintiff’s Released Claims are any claims for workers’ compensation benefits, unemployment insurance benefits, and any other claims that cannot be waived by law. This release shall become effective on the Effective Date.

4. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys’ fees and/or expenses in this Action, other than those specified in this Agreement.
- K. **No Effect on Other Benefits.** The Class Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Class Members, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. Plaintiff’s Class Representative Enhancement Payment and Plaintiff’s Total Individual Settlement Payment will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to her, and Plaintiff will be deemed to have waived all such claims, whether known or unknown by her, as part of her release of claims under this Agreement.
- L. **Confidentiality Preceding Seeking Preliminary Approval of the Settlement.** Only for the time period prior to the filing of the Motion for Preliminary Approval, Plaintiff and her attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement. Only for the time period prior to the filing of the Motion for Preliminary Approval, Plaintiff’s attorneys agree not to publicize the Settlement on their website or social media other than posting publicly filed documents. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and her attorneys will not have any communications with anyone other than Plaintiff, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Google may rescind the Settlement, rendering it null and void, and the case will return to the procedural posture it was in prior to the execution of the Settlement Agreement.
- M. **Miscellaneous Terms.**
 1. **No Admission of Liability.**
 - a. Google denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Google, or an admission by

Plaintiff that any of her claims were non-meritorious or any defense asserted by Google was meritorious. This Settlement and the fact that Plaintiff and Google were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

- b. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only and if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked, and the case will return to the procedural posture it was in prior to the execution of the Settlement Agreement. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (a) a class should be certified or (b) Google is liable to Plaintiff or the Class.
 - c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Google or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against Google or any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
 - d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
5. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
8. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
9. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after (a) mailing by United States mail, or (b) emailed where authorized by this Agreement or court rules, addressed as follows:

To Plaintiff and the Class:

GUNN COBLE LLP
Beth Gunn
beth@gunncoble.com
Catherine J. Coble
cathy@gunncoble.com
3555 Casitas Ave.
Los Angeles, CA 90039
Telephone: (818) 900-0695
Facsimile: (818) 900-0723

HENNIG KRAMER LLP
Jennifer Kramer
jennifer@employmentattorneyla.com
3600 Wilshire Blvd., Suite 1908
Los Angeles, CA 90010
Telephone: (213) 310-8301

To Google LLC:

PAUL HASTINGS LLP
Felicia A. Davis
feliciadavis@paulhastings.com
Eric Distelburger
ericdistelburger@paulhastings.com
101 California Street, 48th Floor
San Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100

10. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Electronic signatures via DocuSign will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____, 2025 ANA CANTU

Dated: _____, 2025 GUNN COBLE LLP

By: Beth Gunn

Dated: _____, 2025 HENNIG KRAMER LLP

By: Jennifer Kramer

Dated: 2/20/2025, 2025 GOOGLE LLC

DocuSigned by:

Michael Pfyl

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By: Michael Pfyl

Dated: February 20, 2025 PAUL HASTINGS LLP

Felicia A. Davis

By: Felicia A. Davis
Counsel for Google LLC

EXHIBIT A

**[NOTICE OF PROPOSED SETTLEMENT, CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT, AND HEARING DATE FOR FINAL COURT APPROVAL]**

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY GOOGLE. IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT SHARE AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH GOOGLE IS CORRECT. IF THE INFORMATION IS NOT CORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR FOLLOWING THE INSTRUCTIONS IN THIS NOTICE [SEE SECTION 6].

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Class Settlement Share is set forth in the Notice of Estimated Class Settlement Share enclosed with this Class Notice. After final approval by the Court, a payment will be mailed to you at the same address as this notice. In exchange for your settlement payment, you will release claims against Google, as detailed in Sections 7 and 8 below. If your address has changed, you must notify the Settlement Administrator as explained in the Notice of Estimated Class Settlement Share.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will not receive a Class Payment and you will not release the Released Class Claims. However, if you are a PAGA Settlement Group Member, you will still receive a PAGA Amount Payment and be bound by the release of the Released PAGA Claims. Instructions are set forth in Section 5 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SANTA CLARA (THE “COURT”) ENTERED ON **[DATE OF PRELIMINARY APPROVAL]**, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached between plaintiff Ana Cantu and defendant Google LLC, in the class action pending in the Court.

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because Google’s records indicate that you are a member of the Class. This notice is designed to inform you of the terms of the Settlement and how you can object to the Settlement, opt out of the Settlement, or provide corrected information to the Settlement Administrator. Unless you opt out of the Settlement, the Settlement if finally approved by the Court will be binding upon you.

2. WHAT IS THIS LAWSUIT ABOUT?

This settlement arises from a lawsuit, *ANA CANTU, an individual, Plaintiff, vs. GOOGLE LLC, LISA NICOLE CHEN, AND DOES 1 THROUGH 25, INCLUSIVE, Defendants*, Case No. 21CV392049 (the “Action”), in which the Plaintiff alleges that Google paid Class Members less than Google’s White and Asian employees for performing substantially similar work.

Google denies that it engaged in any unlawful activity, failed to comply with the law in any respect, or has any liability to anyone under the claims.

After good-faith negotiations, Plaintiff and Google agreed to settle the Action pursuant to the terms and conditions of the Settlement.

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 Google that Plaintiff’s claims in the Action have merit or that it has any liability to Plaintiff or the proposed Class on those claims. On the contrary, Google denies any and all such liability, and maintains that it complied with all applicable laws.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

SUMMARY OF THE SETTLEMENT

3. WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition of “Class Member”:

All current and former Hispanic, Latinx, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islander, and/or Alaska Native employees who worked for Google in California from February 15, 2018, until December 31, 2024 (the “Class Period”).

Class Members who fall within the following definition are also “PAGA Settlement Group Members”:

All Hispanic, Latinx, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islander, and/or Alaska Native employees who worked for Google in California from December 8, 2020 until December 31, 2024 (the “PAGA Period”).

4. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

- A. Google has agreed to pay \$28,000,000 as the Class Total Settlement Amount. The Class Total Settlement Amount is intended to fund all payments to be made under the Settlement.
- B. The “Class Net Settlement Amount” is the amount from the Class Total Settlement Amount that is available for distribution as the Class Payment portion of Class Settlement Shares to Class Members after deductions for PAGA Civil Penalties to be paid pursuant to the Labor Code Private Attorneys General Act (“PAGA”), the Class Representative Payment, the Class Counsel Fees and Expenses Payment, and the Settlement Administrator’s reasonable fees and expenses.
- C. The Class Payment portion of the Class Settlement Share shall be paid to each Class Member who does not timely opt out of the Settlement by timely submitting a valid Request for Exclusion. However, as described below, all Class Members who are also PAGA Settlement Group Members will receive the PAGA Amount Payment portion of their Settlement Share regardless if they opt out from the Class Payment portion.
- D. The Class Settlement Share for a Class Member will be based on an objective formula approved by the Court, and will depend, in part, on (1) the amount of total compensation the Class Member received in comparison to the amount of total compensation paid to all Participating Class Members; (2) the number of pay periods the Class Member worked during the PAGA Period (if any), and the amounts awarded by the Court for the payments to Plaintiff for the Class Representative Payment, Class Counsel, the PAGA Civil Penalties, and the Settlement Administrator.
- E. Each Class Member who does not opt out of the Settlement will receive a “Class Payment.” A full and complete explanation of how settlement shares are calculated can be found in the enclosed Plan of Allocation.
- F. In addition to the Class Net Settlement Amount, \$60,000 of the Class Total Settlement Amount has been designated as the “PAGA Amount.” Each PAGA Settlement Group Member will receive a “PAGA Amount Payment” equal to the PAGA Amount times the ratio of (i) the number of pay periods worked by the PAGA Settlement Group Member during the PAGA Period (“Covered Pay Periods”) to (ii) the total number of pay periods worked by all such PAGA Settlement Group Members during the PAGA Period. All PAGA Settlement Group Members, including those who opt out of the Settlement, will receive a PAGA Amount Payment.
- G. An approximation of your Class Settlement Share appears on your Notice of Estimated Class Settlement Share accompanying this Notice. Your actual Class Settlement Share may be more or less once final approval is given by the Court. The Class Settlement Shares and other amounts approved by the Court will be paid after final Court approval of the

Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

- H. In addition to any money you may be eligible to receive, the Settlement also includes non-monetary relief, including a continued commitment by Google to work with a Labor Economist to review Google's annual pay equity audits and make recommendations on that process to address the allegations in Plaintiff's complaint, and a continued commitment by Google to work with an I/O Psychologist to review Google's process for determining level at hire and make recommendations on that process to address the allegations in Plaintiff's complaint. A comprehensive list of the non-monetary relief can be found in Section III.F of the Settlement Agreement at [\[website\]](#).

5. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You will be included in the Settlement and receive the Class Payment portion of your Class Settlement Share (if any) unless you opt out of the Settlement, by mailing to the Settlement Administrator a signed "Request for Exclusion" letter, **postmarked no later than 60 days after mailing of class notice**. The Request for Exclusion must include your name, address, telephone number, and the last four digits of your Social Security number, and should state in substance:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *CANTU V. GOOGLE LLC* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE THE CLASS PAYMENT PORTION OF MY SETTLEMENT SHARE."

In addition, the Request for Exclusion must include your signature.

If you request to be excluded from the Settlement by the deadline, you will be excluded from the Settlement and will not receive a Class Payment. You will retain the right you may have, if any, to pursue a claim against Google. However, all PAGA Settlement Group Members (defined above) will be bound by the release of PAGA claims, and will receive a PAGA Amount Payment, regardless of whether they opt out of the Settlement.

6. WHAT IF THE INFORMATION ON THE ENCLOSED NOTICE OF ESTIMATED CLASS SETTLEMENT AWARD IS INACCURATE?

- A. The Court has appointed [\[Atticus Administration LLC\]](#) to act as an independent Settlement Administrator and to resolve any disputes concerning the calculation of Class Members' Class Settlement Shares and their entitlement to Class Settlement Shares.
- B. If you dispute the accuracy of any of the information shown on your Notice of Estimated Class Settlement Share, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Notice of Estimated Class Settlement Share to the Settlement Administrator **postmarked no later than 60 days after mailing of class notice**. You should submit any documentary evidence that you have, along with the form. After consultation with you, Class Counsel, and Google, the Settlement Administrator will

make a determination of the correct information, and that determination will be final, binding on you and Google, and non-appealable.

7. WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

- A. **Class Members.** On the date the Settlement Administrator pays to Class Members their Class Settlement Shares, any Class Members who did not timely and validly choose to opt out from the settlement must give up any class claims they have against Google for the time period of February 15, 2018 through [date of preliminary approval]. This includes known and unknown class claims against Google and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders, and agents, along with any successors, assigns and legal representatives and its related persons and entities (i.e. companies or people who take the legal place of the released parties) (“Released Parties”). These released claims are claims that arise out of or relate to the class allegations made in the current complaint, including but not limited to the allegations that Google paid Class Members less than it paid White and Asian employees for substantially similar work, or that Google otherwise discriminated against Class Members on the basis of race with respect to pay. The claims being given up include, but are not just limited to, claims made under certain sections of the California Labor Code and California Business and Professions Code. The claims that are being released are those that fall under the California Labor Code (sections 201-203, 1194.5, 1197.5, 2698 and others) and the California Business and Professions Code (section 17200 and others). Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*, attorneys’ fees and costs, and interest (the “Class Members’ Released Claims”).
- B. **PAGA Settlement Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, upon the date the Class Settlement Payments are mailed to Class Members, the State of California and all Members of the PAGA Settlement Group give up all claims for civil penalties under PAGA against Google and the Released Parties for the time span of December 9, 2020 until [date of preliminary approval]. These are claims that were alleged or could have been alleged based on the facts contained in the notice Plaintiff sent to the LWDA under PAGA, including but not limited to claims under California Labor Code sections 201-204, 210, 226, 1194.5, 1197.5, and 2698 *et seq.* (the “Released PAGA Claims”). All PAGA Settlement Group Members will give up the PAGA Released Claims and they will receive a PAGA payment, even if they choose to not be a part of the main class settlement.
- C. **Class Representative Payment.** Plaintiff will seek approval from the Court for a payment of \$50,000.00 in consideration of initiating and pursuing the Action, and undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action. This payment, which will be paid in addition to Plaintiff’s Class Settlement Share, will be made out of the Class Total Settlement Amount.

- D. **Class Counsel Fees and Expenses Payment.** As part of the final approval hearing, Class Counsel will request up to \$7,000,000.00 for attorneys' fees (25% of the Class Total Settlement Amount) and up to \$300,000.00 for their expenses incurred in connection with their work in this case. Google does not oppose these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys' fees and expenses payment is finally approved by the Court. Class Counsel's attorneys' fees and expenses as approved by the Court will be paid out of the Class Total Settlement Amount.
- E. **Payment to LWDA.** Because PAGA Settlement Group Members are also releasing their claims for civil penalties under PAGA, the parties have agreed that the LWDA, which is entitled to share in any recovery of civil penalties under PAGA, will be paid \$180,000.00 out of the Class Total Settlement Amount as the LWDA's share of the settlement of civil penalties. This amount is subject to the Court's approval.
- F. **Costs of Administration.** The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, estimated to be no more than \$36,000.00, will be paid out of the Class Total Settlement Amount.
- G. **Individual Payment to Plaintiff.** In addition to her Class Representative Payment and Class Settlement Share, Plaintiff will also receive a payment of \$2,000,000, in settlement of her individual, non-class claims. This payment is separate and apart from the Class Total Settlement Amount. Google disagrees that Plaintiff should receive any amount for her individual claims as it has denied that it engaged in any unlawful activity, failed to comply with the law in any respect, or has any liability to Plaintiff under the claims. However, Google will not oppose this amount in order to avoid the costs and risk of further litigation. In exchange for this payment, Plaintiff will dismiss additional claims that were not brought on a class-wide basis, seeking damages not available for the class-wide claims, and Plaintiff will execute a general release of all known and unknown claims against Google.
- H. **Plaintiff and Class Counsel's Support of the Settlement.** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

8. WHAT ARE MY RIGHTS AS A CLASS MEMBER?

- A. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Google and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.
- B. **Notice of Estimated Class Settlement Share.** The enclosed Notice of Estimated Class Settlement Share provides the information on which your Class Settlement Share will be calculated and an estimate of your Class Settlement Share if all Class Members participate, all payment amounts are awarded, and all funding of the Class Total Settlement Amount is completed; your actual Class Settlement Share may be more or less. If the information in the Notice of Estimated Class Settlement Share (including your mailing address) is correct, you do not need to return the form. If you wish to correct any information in the Notice of Estimated Class Settlement Share, such correction must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than [60 days after mailing of class notice]**. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Class Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Class Settlement Share.
- C. **Excluding yourself from the Settlement.** If you do not wish to participate in the Settlement, you must mail a written "Request for Exclusion" letter (described above), **postmarked no later than [60 days after mailing of class notice]**. Any person who timely and properly opts out of the Settlement will no longer be a member of the Settlement Class, will not be eligible to receive a Class Settlement Share, and will not be included in calculating the Class Payment portion of the Class Settlement Share of any other Class Member. Any such person will retain the right, if any, to pursue at their own expense a claim against Google, except that all PAGA Settlement Group Members (defined above) will release the Released PAGA Claims described above, and will receive a PAGA Amount Payment regardless of whether they opt out of the Settlement. An incomplete or unsigned Request for Exclusion will be deemed invalid.
- Consistent with Google's policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opts out of the Settlement.
- D. **Objecting to the Settlement.** If you do not submit a Request for Exclusion, you may object to the terms of the Settlement before final approval.

MAIL YOUR OBJECTION TO:

[settlement administrator info and address]

Any written objection must state your full name, current address, and telephone number; contact information for any attorney representing you for purposes of your objection; all of your objections and their factual and legal bases; whether you intend to appear at the final approval hearing; and must include any and all papers, briefs, written evidence, declarations, and/or other evidence supporting your objection. Written objections to the Settlement must be mailed and postmarked by not later than **[60 days after mailing of class notice]**.

If you wish to object, you may also appear personally or through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so.

If the Court overrules your objection, you will be bound by the terms of the Settlement and will still be sent your Class Settlement Share.

9. THE LAWYERS FOR THE PARTIES

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DO NOT TELEPHONE THE COURT OR GOOGLE'S COUNSEL.

10. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2025, at [REDACTED]:[REDACTED] a.m., in Department [REDACTED] of the Superior Court of California, County of Santa Clara, 191 N. First St., San Jose, California 95113, to determine whether the Settlement should be finally approved as fair,

reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payment and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you have submitted an objection you may appear at the hearing and be heard.

11. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures. For persons who wish to review the Court's docket in this case, the URL for the Court's electronic filing and service website is www.scefiling.org and www.sccourt.org. You may also contact Class Counsel or the Settlement Administrator. Reference the *Cantu v. Google LLC* Wage and Hour Settlement. Or you may visit the Settlement Administrator's website at [REDACTED].

**PLEASE DO NOT TELEPHONE THE COURT OR GOOGLE'S
COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.
YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED
ABOVE OR THE SETTLEMENT ADMINISTRATOR AT [INSERT
NUMBER].**

EXHIBIT B

[NOTICE OF ESTIMATED CLASS SETTLEMENT SHARE]

NOTICE OF ESTIMATED CLASS SETTLEMENT SHARE

ANA CANTU V. GOOGLE LLC.; SANTA CLARA COUNTY SUPERIOR COURT CASE NO. 21CV392049

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Estimated Settlement Share:

According to Google's records, your total compensation from Google during the time period of February 18, 2018 and December 31, 2024 was \$ _____.

According to Google's records you worked _____ pay periods for Google in California at any time between December 8, 2020 and December 31, 2024.

Based on the above, and in accordance with the Plan of Allocation described in Exhibit E to the Settlement Agreement, your Class Payment is estimated at \$ _____ and your PAGA Amount Payment (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at \$ _____.

(IV) If you disagree with the payments described in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Google's records, Google's records will control unless you are able to provide documentation that establishes otherwise and that Google's records are mistaken. If there is a dispute about whether Google's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator.

Date: _____

Signature: _____

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN
<<60 DAYS AFTER MAILING OF CLASS NOTICE>>.**

EXHIBIT C

**[PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT]**

Exhibit C

[Counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

ANA CANTU, an individual,

Plaintiff,

vs.

GOOGLE LLC, LISA NICOLE CHEN, AND
DOES 1 THROUGH 25, INCLUSIVE,

Defendants.

Case No. 21CV392049

[PROPOSED] ORDER:

**(1) PRELIMINARILY APPROVING
PROPOSED CLASS SETTLEMENT;**

**(2) CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;**

**(3) APPOINTING CLASS
REPRESENTATIVE, CLASS COUNSEL,
AND SETTLEMENT ADMINISTRATOR;**

**(4) APPROVING CLASS NOTICE AND
RELATED MATERIALS; AND**

**(5) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Judge: Hon. Charles F. Adams

Dept.: 7

Complaint filed: December 8, 2021

FAC filed: February 15, 2022

SAC filed: September 20, 2022

3AC filed: January 22, 2024

4AC filed: February 20, 2025

Exhibit C

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and on behalf of the State of California and
aggrieved employees and the proposed Class*

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*Attorneys for Defendant
GOOGLE LLC and Lisa Chen*

Exhibit C

1 The motion of plaintiff Ana Cantu (“Plaintiff”) for Preliminary Approval of Class Action
2 and PAGA Settlement (the “Motion”) came on regularly for hearing before this Court on March
3 6, 2025 at 1:30 p.m. The Court, having considered the proposed Settlement Agreement (the
4 “Settlement”) with defendant Google LLC (Plaintiff and Google are together the “Parties”),
5 attached as Exhibit 1 to the Declaration of Beth Gunn in support of Plaintiff’s Motion for
6 Preliminary Approval of Class Action and PAGA Settlement (“Gunn Declaration”) filed
7 concurrently with the Motion; having considered the Motion, Memorandum of Points and
8 Authorities in support thereof, and supporting declarations filed therewith, and any argument
9 presented at the hearing on the Motion; and good cause appearing, HEREBY ORDERS THE
10 FOLLOWING:

11 1. The Court GRANTS preliminary approval of the class action settlement as set forth
12 in the Settlement and finds its terms to be within the range of reasonableness of a settlement that
13 ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of
14 the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a
15 sufficiently well-defined community of interest among the members of the Class in questions of
16 law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of
17 the Class, which is defined as follows:

18 All current and former Hispanic, Latinx, Indigenous, Native American,
19 American Indian, Native Hawaiian, Pacific Islander, and/or Alaska Native
20 employees who worked for Google in California any time from February 15,
2018, through December 31, 2024.

21 2. For purposes of the Settlement, the Court designates Plaintiff Ana Cantu as Class
22 Representative, and designates Beth Gunn and Catherine J. Coble of Gunn Coble LLP, and
23 Jennifer Kramer of Hennig Kramer LLP as Class Counsel.

24 3. The Court designates Atticus Administration, LLC as the third-party Settlement
25 Administrator for mailing notices and taking other actions as described in the Settlement
26 Agreement attached to the Gunn Declaration as Exhibit 1.

27 4. The Court approves, as to form and content, the Notice of Proposed Class Action
28 and Private Attorneys General Act (“PAGA”) Settlement and Final Approval Hearing (“Class

Exhibit C

1 Notice”), and the Notice of Estimated Class Settlement Share, attached as Exhibit A and Exhibit
2 B, respectively, hereto (collectively, the “Class Notice Packet”).

3 5. The Court finds that the form of notice to the Class Members regarding the
4 pendency of the action and of the Settlement, and the methods of giving notice to Class Members,
5 constitute the best notice practicable under the circumstances, and constitute valid, due, and
6 sufficient notice to all Settlement Class members. The form and method of giving notice complies
7 fully with the requirements of California Code of Civil Procedure section 382, California Rules of
8 Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

9 6. The Court further approves the procedures for Class Members to opt out of or
10 object to the Settlement, as set forth in the Notice.

11 7. The procedures and requirements for filing objections in connection with the Final
12 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
13 presentation of any Class Member’s objection to the Settlement, in accordance with the due
14 process rights of all Settlement Class members.

15 8. The Court directs the Settlement Administrator to mail the Class Notice Packet to
16 the Class Members in accordance with the terms of the Settlement, and to undertake all duties
17 assigned to the Settlement Administrator in the Settlement Agreement.

18 9. The Notice shall provide at least 60 calendar days’ notice from the date of initial
19 mailing for Class Members to opt out of, or object to, the Settlement.

20 10. The Final Approval Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable, and adequate is scheduled in Department 7 of this Court,
22 located at 191 N. First St., San Jose, California 95113, on _____, 2025 at
23 ____: ____ a.m. / p.m.

24 11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
25 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
26 granting final approval of the Settlement should be entered; (c) whether Plaintiff’s application for
27 reasonable attorneys’ fees, reimbursement of litigation expenses, a representative payment to
28

Exhibit C

Plaintiff, and settlement administration costs should be granted; and (d) whether the proposed PAGA Settlement is fair and reasonable under the law.

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's representative payment, and settlement administration costs prior to the Final Approval Hearing according to the time limits set by this Court and/or the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Google to provide Class Data to Settlement Administrator no later than [60 days after preliminary approval]:	May 5, 2025
Settlement Administrator to mail Class Notice Packets to Class Members no later than [15 days after receiving Class Data]:	May 20, 2025
Deadline for Class Members to opt out, or object to, the Settlement, or submit disputes to the Settlement Administrator [60 days after mailing of Class Notice Packets]:	July 21, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement, including attorney's fees, costs, and incentive payments:	August 26, 2025
Final Approval Hearing	September 11, 2025
Payments made to Class Members	December 1, 2025

14. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

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Exhibit C

1 15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

5 Dated: _____, 2025

The Honorable Charles F. Adams
Judge of the Superior Court

EXHIBIT D-1

**[PROPOSED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT]**

Exhibit D-1

[Counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

ANA CANTU, an individual,

Plaintiff,

vs.

GOOGLE LLC, LISA NICOLE CHEN, AND
DOES 1 THROUGH 25, INCLUSIVE,

Defendants.

Case No. 21CV392049

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Judge: Hon. Charles F. Adams
Dept.: 7

Complaint filed: December 8, 2021
FAC filed: February 15, 2022
SAC filed: September 20, 2022
3AC filed: January 22, 2024
4AC filed: February 20, 2025

Exhibit D-1

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Exhibit D-1

On [REDACTED], 2025, a hearing was held on the motion of plaintiff Ana Cantu (“Plaintiff”) for final approval of the class action and Private Attorneys General Act (“PAGA”) settlement with defendant Google LLC (Plaintiff and Google are together the “Parties”) (the “Settlement”), payment to the California Labor and Workforce Development Agency (“LWDA”), payment of the Settlement Administrator’s reasonable fees and expenses, and for awards of the Class Representative Enhancement Payment and the Class Counsel Fees and Expenses Payment. Beth Gunn of Gunn Coble LLP appeared on behalf of Plaintiff, Class Members, and the State of California, and Felicia A. Davis of Paul Hastings LLP appeared on behalf of Google.

The Parties have submitted their Settlement, which this Court preliminarily approved by its [REDACTED], 2025, order (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], 2025, the Court grants final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. The certification of the following Class is confirmed for the purpose of entering a settlement in this matter:

All current and former Hispanic, Latinx, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islander, and/or Alaska Native employees who worked for Google in California any time from February 15, 2018 through December 31, 2024.

2. The Settlement Administrator received [REDACTED] valid requests for exclusion from the Class. The employee identification numbers of the individuals who timely submitted valid requests for exclusion are listed in Exhibit [REDACTED] to the Declaration of [Settlement Administrator] filed on [date].

Exhibit D-1

1 3. The Court confirms the appointment of Plaintiff Ana Cantu as Class
2 Representative, and Beth Gunn and Catherine J. Coble of Gunn Coble LLP, and Jennifer Kramer
3 of Hennig Kramer LLP as Class Counsel.

4 4. Pursuant to the Preliminary Approval Order, a Notice of Proposed Class Action
5 and Private Attorneys General Act (“PAGA”) Settlement and Final Approval Hearing, and Notice
6 of Estimated Class Settlement Share were sent to each Class Member by first-class mail. These
7 papers informed Class Members of the terms of the Settlement, their right to receive a Class
8 Settlement Share, their right to comment on or object to the Settlement or to opt out of the
9 Settlement and pursue their own remedies, and their right to appear in person or by counsel at the
10 final approval hearing and be heard regarding approval of the Settlement. Adequate periods of
11 time were provided by each of these procedures. No Class Members objected to the Settlement as
12 part of this notice process or stated an intent to appear at the final approval hearing.

13 5. The Court finds and determines that this notice procedure afforded adequate
14 protections to Class Members and provides the basis for the Court to make an informed decision
15 regarding approval of the Settlement based on the responses of Class Members. The Court finds
16 and determines that the notice provided in this case was the best notice practicable, which satisfied
17 the requirements of law and due process.

18 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
19 determines that the proposed class, as defined in the definitions section of the Settlement, meets
20 all of the legal requirements for class certification, and it is hereby ordered that the Class is finally
21 approved and certified as a class for purposes of the Settlement.

22 7. [The Court overrules the objections raised by objecting Class Members.] or [No
23 objections to the Settlement were raised by Class Members.]

24 8. The Court further finds and determines that the terms of the Settlement are fair,
25 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
26 not opted out will be bound by the Settlement, except that PAGA Settlement Group Members (as
27 defined in the Settlement, those Class Members who worked for Google during the applicable
28 PAGA period (December 8, 2020 through December 31, 2024) will release the PAGA claims

Exhibit D-1

1 released in the Settlement, and will receive a portion of the amount set aside as PAGA penalties,
2 regardless of whether they opt out of the Settlement. The Settlement is ordered finally approved,
3 and all terms and provisions of the Settlement should be and hereby are ordered to be
4 consummated.

5 9. The Court finds and determines that the Class Settlement Shares to be paid to the
6 Class Members (including the Class Payments to be paid to Participating Class Members who did
7 not timely submit a valid Request for Exclusion and PAGA Amount Payments to be paid to all
8 PAGA Settlement Group Members), as provided for by the Settlement, are fair and reasonable.
9 The Court hereby grants final approval to and orders the payment of those amounts to be made to
10 the Participating Class Members out of the Class Net Settlement Amount and PAGA Amount in
11 accordance with the Settlement.

12 10. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
13 Code §§ 2699(l)(2), (l)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA,
14 on the date the parties filed the motion seeking approval of the Settlement with the Court, Plaintiff
15 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
16 finds and determines that the notice of the Settlement complied with the statutory requirements of
17 PAGA.

18 11. The Court finds and determines that the resolution of the Released PAGA Claims
19 and the PAGA Civil Penalties, which includes the payment to the LWDA of \$180,000.00 as its
20 share of the settlement of civil penalties, in this case is fair, reasonable, and appropriate. The Court
21 hereby gives final approval to and orders that the payment of the PAGA Civil Penalties be paid
22 out of the Class Total Settlement Amount in accordance with the Settlement.

23 12. The Court finds and determines that the fees and expenses of the Settlement
24 Administrator, Atticus Administration LLC₂, in administering the settlement, in the amount of
25 \$36,000.00, are fair and reasonable. The Court hereby grants final approval to and orders that the
26 payment of approximately that amount be paid out of the Class Total Settlement Amount in
27 accordance with the Settlement.

Exhibit D-1

13. In addition to any recovery that Plaintiff may receive from the Class Net Settlement Amount and PAGA Amount, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves the payment of an incentive award to Plaintiff in the amount of \$50,000.00. This shall be paid from the Class Total Settlement Amount.

14. Pursuant to the authorities and argument presented to the Court, the Court approves the payment of attorneys' fees to Class Counsel in the sum of \$7,000,000.00 plus costs and expenses in the amount of \$[REDACTED]. This shall be paid from the Class Total Settlement Amount.

15. The Court finds and determines that the non-monetary relief agreed to by the Parties is fair and reasonable and orders Google to comply with those provisions of the Settlement Agreement governing such non-monetary relief.

16. The parties are hereby ordered to comply with the terms of the Settlement.

17. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

IT IS SO ORDERED.

Dated: _____, 2025

The Honorable Charles F. Adams
Judge of the Superior Court

EXHIBIT D-2

[PROPOSED FINAL JUDGMENT]

Exhibit D-2

[Counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

ANA CANTU, an individual,

Plaintiff,

vs.

GOOGLE LLC, LISA NICOLE CHEN, AND
DOES 1 THROUGH 25, INCLUSIVE,

Defendants.

Case No. 21CV392049

[PROPOSED] FINAL JUDGMENT:

Judge: Hon. Charles F. Adams
Dept.: 7

Complaint filed: December 8, 2021
FAC filed: February 15, 2022
SAC filed: September 20, 2022
3AC filed: January 22, 2024
4AC filed: February 20, 2025

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Exhibit D-2

The parties having settled this action and the Court having entered an Order Granting Final Approval of Settlement and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Settlement Agreement and the Order Granting Final Approval of Class and PAGA Settlement, Plaintiff Ana Cantu, and all members of the Class, shall take nothing by their complaint in this Action.

2. Without affecting the finality of this judgment in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

3. Upon completion of administration of the settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the parties. The Court sets a compliance hearing date of _____, at _____ a.m. / p.m., and the written certification of the Settlement Administrator shall be filed no later than fourteen (14) days before this hearing.

4. The Court finds that in consideration for their awarded Class Payment portions of their Class Settlement Shares, as of the date the Class Settlement Payments are mailed to Participating Class Members, all Class Members (other than those Class Members who timely and validly requested to be excluded from the Settlement) release any and all known and unknown class claims asserted against Google and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities ("Released Parties") that arise out of or relate to the class allegations in the operative complaint for the time period of February 18, 2018 through [date of preliminary approval], including but not limited to the allegations that Google paid Class Members less than it paid White and Asian employees for substantially similar work, or that Google otherwise discriminated against Class Members on the basis of race with respect to pay. The released claims include but are not limited to claims brought under California Labor Code sections 201-203, 1194.5, 1197.5,

Exhibit D-2

1 2698 *et seq.*, and California Business and Professions Code sections 17200 *et seq.* Such claims
2 include claims for wages, statutory penalties, civil penalties, or other relief under the California
3 Labor Code, PAGA, relief from unfair competition under California Business and Professions
4 Code section 17200 *et seq.*, attorneys' fees and costs, and interest (the "Class Members' Released
5 Claims").

6 5. The Court finds that in consideration for their awarded PAGA Amount Payment
7 portions of their Settlement Shares, as of date the Class Settlement Payments are mailed to
8 Participating Class Members, all PAGA Settlement Group Members release any and all claims
9 under PAGA for civil penalties against Google and the Released Parties that were pled or could
10 have been pled based on the factual allegations contained in the notice submitted by Plaintiff to
11 the LWDA pursuant to PAGA that occurred from December 8, 2020, through the date upon which
12 the Class Settlement is preliminarily approved, including but not limited to claims under California
13 Labor Code sections 201-204, 210, 226, 1194.5, 1197.5, and 2698 *et seq.* (the "Released PAGA
14 Claims"). All PAGA Settlement Group Members will release the Released PAGA Claims, and
15 will receive a PAGA Amount Payment, regardless of whether they opt out of the Settlement.

16 6. Google is ordered to comply with the non-monetary terms of the Settlement, as set
17 out in section III.F of the Parties' Settlement Agreement.

18 7. The Court orders Plaintiff to provide written certification that she has received
19 Plaintiff's Total Individual Settlement Amount no later than fourteen (14) days before the
20 compliance hearing date of _____, at _____ a.m. / p.m. Upon receiving
21 such certification, the Court finds that Plaintiff's individual, non-class claims (Plaintiff's first,
22 second, third, fourth, fifth, sixth, seventh, and ninth causes of action) have been dismissed because
23 Plaintiff has released any and all known and unknown claims against Google and any present and
24 former parents, subsidiaries and affiliated companies or entities, and their respective officers,
25 directors, employees, partners, shareholders and agents, and any other successors, assigns and
26 legal representatives and its related persons and entities ("Released Parties") that occurred during
27 the Class Period, and waives the protection of California Civil Code section 1542, which provides:
28 "A general release does not extend to claims that the creditor or releasing party does not know or

Exhibit D-2

1 suspect to exist in his or her favor at the time of executing the release and that, if known by him
2 or her, would have materially affected his or her settlement with the debtor or released party.”
3 (“Plaintiff’s Released Claims.”) Expressly excluded from Plaintiff’s Released Claims are any
4 claims for workers compensation benefits or unemployment insurance benefits, and any other
5 claims that cannot be waived by law.

6 8. The parties shall each bear his, her, its or their own respective attorneys’ fees and
7 costs except as otherwise provided in the Settlement, the Order Granting Final Approval of
8 Settlement, and this Judgment.

9 The Court enters final judgment in the Action in accordance with the Settlement and this
10 Order, subject to the Court’s retention of continuing jurisdiction over the Action and the
11 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
12 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
13 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

15 Dated: _____, 2025

16 _____
17 The Honorable Charles F. Adams
18 Judge of the Superior Court
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EXHIBIT E

PLAN OF ALLOCATION

PLAN OF ALLOCATION

Class Members are eligible to receive a share of the \$28,000,000.00 Class Total Settlement Amount net of all applicable reductions (“Class Net Settlement Amount”), which include the following reductions: approximately \$36,000 in costs of independent settlement administration; a PAGA Civil Penalties payment of \$240,000¹; up to \$7,000,000 in attorneys’ fees to Class Counsel; up to \$300,000 in reimbursement of costs that Class Counsel incurred to litigate this case; and a service award up to \$50,000 to the Plaintiff Ana Cantu (in recognition of the time, effort, and risks Plaintiff took to prosecute the case). The Class Net Settlement Amount shall be allocated as follows:

Google shall provide the Settlement Administrator with the total amount of compensation each Class Member received during the Class Period (“Class Member’s Total Compensation”). The Settlement Administrator shall compute the total amount of compensation paid to all Participating Class Members² in the aggregate during the Class Period (“Aggregate Class Compensation”) based on this information.

Each Participating Class Member’s pro rata share of the Class Net Settlement Amount shall be determined by dividing the Participating Class Member’s Total Compensation by the Aggregate Class Compensation. Each Participating Class Member shall receive a payment in the amount of that percentage multiplied by the Class Net Settlement Amount.

¹ Subject to Court approval, the PAGA Civil Penalties Payment is allocated 75% to the State of California (\$180,000) and 25% to the PAGA Settlement Group Members (\$60,000), regardless of whether or not they have validly opted out of the Settlement. Payments to the PAGA Settlement Group Members will be allocated proportionally based on the number of pay periods (or fractions thereof) worked during the PAGA Period.

² Participating Class Members are those Class Members who do not opt out of the Settlement.

If the Participating Class Member is also a PAGA Settlement Group Member, the Class Settlement Share shall include an additional amount that is a portion of the PAGA Amount. The PAGA Settlement Group Members' portions of the PAGA Amount shall be allocated as follows:

Google shall provide the Settlement Administrator with the total amount of pay periods each PAGA Settlement Group Member worked during the PAGA Period ("PAGA Settlement Group Member's Total Pay Periods"). The Settlement Administrator shall compute the total number of pay periods worked by all PAGA Settlement Group Members³ in the aggregate during the PAGA Period ("Aggregate PAGA Pay Periods") based on this information.

Each PAGA Settlement Group Member's pro rata share of the PAGA Amount shall be determined by dividing the PAGA Settlement Group Member's Total Pay Periods by the Aggregate PAGA Pay Periods. Each PAGA Settlement Group Member shall receive a payment in the amount of that percentage multiplied by the PAGA Amount.

³ PAGA Settlement Group Members are all current and former Hispanic, Latinx, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islander, and/or Alaska Native employees who worked for Google in California any time during the PAGA Period (December 8, 2020 until December 31, 2024). The PAGA Settlement Group is a subset of the Class.