

Exhibit C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Cody Bowlay-Williams, individually and
on behalf of others similarly situated,

Plaintiff,

vs.

Google LLC,

Defendant.

No. 4:21-cv-09942-PJH

**NOTICE OF PROPOSED PAGA
SETTLEMENT**

Cal. Lab. Code § 2698 *et seq.*

NOTICE OF PROPOSED PAGA SETTLEMENT

To the California Labor and Workforce Development Agency ("LWDA"):

PLEASE TAKE NOTICE that the parties to this wage-and-hour class action have settled the case, which includes settlement of a derivative Labor Code Private Attorneys General Act ("PAGA") claim. In accordance with PAGA, Cal. Lab. Code § 2699(l)(2), defendant Google LLC ("Google"), provides this notice to the LWDA and attaches a copy of the parties' Settlement Agreement.

If you have questions about this notice or the enclosed materials, please contact counsel for the parties as follows:

TO PLAINTIFF AND THE CLASS

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Dated January 26, 2023.

TO DEFENDANT GOOGLE LLC

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By:

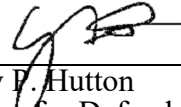

Zachary P. Hutton
Attorneys for Defendant Google LLC

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement” or “Agreement”) is made by and between plaintiff Cody Bowlay-Williams, individually and on behalf of all others similarly situated (“Plaintiff”), and defendant Google LLC (“Google”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action titled *CODY BOWLAY WILLIAMS, INDIVIDUALLY AND ON BEHALF OF OTHERS SIMILARLY SITUATED, PLAINTIFF, v. GOOGLE, LLC, DEFENDANT*, pending before the United States District Court for the Northern District of California, Case No. 4:21-cv-09942-PJH.
- B. “Agreement” or “Settlement Agreement” means this Class and Collective Action Settlement Agreement.
- C. “CAFA Notice” means the notice of the Settlement that Defendant will give pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 *et seq.* (“CAFA”), as evidenced by Exhibit D to this Settlement.
- D. “California Class” means all non-exempt employees of Defendant who worked in California at any time from December 22, 2017 through June 5, 2022, who were awarded restricted stock units that vested at any time during that period and/or who received a sign-on bonus during that period.
- E. “California Class Members” means all members of the California Class.
- F. “Classes” means the California Class and the FLSA Collective.
- G. “Class Counsel” means Michele R. Fisher and Daniel S. Brome of Nichols Kaster, LLP, and Charles Scalise of Ross Scalise Law Group, P.C.
- H. “Class Counsel Fees and Expenses Payment” means the amount awarded to Class Counsel by the Court to compensate them for the services they have rendered and will render to Plaintiff and the Classes in the Action, and any expenses they have incurred, and will incur, in connection with the Covered Claims.
- I. “Class Notice” means the Notices of Proposed Class and Collective Action Settlement and Final Approval Hearing as evidenced by Exhibits A and B to this Agreement and incorporated by reference into this Agreement. Exhibit A shall be sent to California Class Members and Exhibit B shall be sent to FLSA Collective Members.

- J.** “Class Members” means members of both the California Class and the FLSA Collective.
- K.** “Class Representative Payment” means the special payment made to Plaintiff in his capacity as Class Representative to compensate him for initiating and pursuing the Covered Claims, undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Action, and granting the release described in section III.G.1 of the Settlement.
- L.** “Court” means the United States District Court for the Northern District of California.
- M.** “Covered Claims” means the claims that arise out of or relate to the allegations that have been, and/or are, asserted in the Action.
- N.** “Effective Date” means the date by which all of the following have occurred:
1. the Court enters the Judgment; and
 2. the Judgment becomes Final.
- O.** “Final” means that the Settlement has been finally approved by the Court, and either (1) the Ninth Circuit Court of Appeals has rendered a final judgment affirming the Court’s final approval without material modification and the date for further appeal has passed without further appeal; (2) the Ninth Circuit Court of Appeals has rendered a final judgment affirming the Court’s final approval without material modification and the further appeals have been resolved without material modification of the final approval order; or (3) the applicable date for seeking appellate review of the Court’s final approval of the Settlement has passed without a timely appeal or request for review having been made.
- P.** “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement.
- Q.** “FLSA Collective” means all non-exempt employees of Defendant who worked in the United States, but outside of California, at any time from December 22, 2018 through June 5, 2022, who were awarded restricted stock units that vested at any time during that period and/or who received a sign-on bonus during that period.
- R.** “FLSA Collective Members” means all members of the FLSA Collective.
- S.** “Google’s Counsel” means Zachary P. Hutton, and Eric D. Distelburger of Paul Hastings LLP.
- T.** “Judgment” means the Order Granting Final Approval of Class and Collective Action Settlement and Entering Final Judgment entered by the Court in substantially the same form evidenced by Exhibit F to this Agreement and incorporated by reference into this Agreement.

- U.** “LWDA Payment” means the amount payable from the Maximum Settlement Amount to the California Labor and Workforce Development Agency (the “LWDA”) as specified in section III.C.3. of this Agreement.
- V.** “Net Settlement Amount” means the amount from the Maximum Settlement Amount that is available for distribution as Settlement Shares to California Class and FLSA Collective Members after deductions for (a) the Class Representative Payment; (b) the Class Counsel Fees and Expenses Payment; (c) the LWDA Payment; (d) the PAGA Payment; and (e) the contingency fund for any errors and omissions in settlement allocations.
- W.** “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*
- X.** “PAGA Payment” means the payment to California Class Members, regardless of whether they seek exclusion from the Class Settlement, in settlement of their PAGA claims.
- Y.** “Participating Class Members” means all California Class Members who do not timely and validly elect not to participate in the Settlement, and all FLSA Collective Members who timely cash their settlement checks thereby agreeing to join the collective action and be bound by the Settlement.
- Z.** “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties all agree. An award by the Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.
- AA.** “Released Parties” means Google LLC, including its past and present owner(s), officers, directors, managers, insurers, and attorneys.
- BB.** “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.
- CC.** “Settlement Administrator” means Atticus Administration, the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- DD.** “Settlement Share” means the portion of the Net Settlement Amount allocable to each Class Member as provided by this Agreement.
- EE.** “Maximum Settlement Amount” means the total maximum amount to be paid by Google as provided by section III.A of this Agreement.

II. RECITALS

- A. On December 22, 2021, Plaintiff commenced the Action, asserting claims on an individual and putative class and collective basis for alleged violations of California Labor Code sections 201-204, 226, 510, 1194, and 1198, the California Business and Professions Code section 17200, *et seq.*, and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. section 201, *et seq.* Plaintiff contends that Defendant failed to pay proper overtime wages by failing to include restricted stock unit awards and sign-on bonuses. As a result, Plaintiff further alleges Defendant failed to provide accurate wage statements, failed to pay all wages due upon discharge, and committed unlawful business practices. Defendant denies the allegations and contends that it complied with all applicable laws.
- B. On February 23, 2022, Plaintiff provided notice to the LWDA that it was asserting claims under the Private Attorneys General Act for Defendant’s alleged violation of California Labor Code sections 201-204, 226, 510, 1194, and 1198.
- C. On October 3, 2022, the Parties participated in a mediation presided over by Hunter R. Hughes of ADR Services, Inc. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Action and agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. While the parties were unsuccessful at reaching resolution during the mediation, Mr. Hughes continued settlement efforts after the mediation, and with further dialogue, the Parties were able to reach agreement.
- D. In accordance with the terms of the parties’ agreement, the Parties stipulated to Plaintiff filing a First Amended Complaint with the Court, adding a claim for civil penalties pursuant to PAGA, and making clear that Plaintiff’s contention that Defendant failed to include incentive compensation in the regular rate of pay includes sign-on bonuses.
- E. This Agreement replaces and supersedes the Memorandum of Understanding entered into following the mediation and any other agreements, understandings, or representations between the Parties.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Maximum Settlement Amount.** Subject to the terms and conditions of this Agreement, the Maximum Settlement Amount is \$8,369,000.00 (Eight million, three hundred sixty-nine thousand dollars, and no cents). The Maximum Settlement Amount will cover: (a) all settlement payments to Class Members eligible for settlement payments; (b) Plaintiff’s Class Representative Payment; (c) Class Counsel’s attorneys’ fees and expenses (including all attorneys’ fees and expenses

incurred to date, and to be incurred related to the Action and/or Settlement); (d) the payment to the LWDA for a share of the settlement of claims for civil penalties; (e) the PAGA Payment to the California Class Members; and (f) the contingency fund for any errors and omissions in settlement allocations. Defendant shall be separately responsible for the cost of settlement administration.

B. Settlement Shares. Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares in accordance with Class Counsels' Settlement Share allocations for each person. The minimum Settlement Share paid to any Class Member will be \$50. The allocations of Settlement Shares assume that no California Class Member opts out of, or requests exclusion from, the Settlement, and that all FLSA Collective Members opt in to the Settlement (see paragraph III.F.3 for details about the effect of opting out of, or not opting into the settlement).

C. Payments to Plaintiff, Class Counsel, and the LWDA. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Maximum Settlement Amount as follows:

1. **To Plaintiff:** In addition to Plaintiff's Settlement Share, Plaintiff will apply to the Court for an award of not more than \$3,000 as Plaintiff's Class Representative Payment in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action, and granting the release provided for in section III.G.1 of this Agreement. Defendant will not oppose a Class Representative Payment of \$3,000 to Plaintiff. The Settlement Administrator will pay the Class Representative Payment approved by the Court (but not more than \$3,000) out of the Maximum Settlement Amount. If the Court approves a Class Representative Payment of less than \$3,000, the remainder will be retained in the Net Settlement Amount for pro rata allocation to all Class Members based on Settlement Shares.
2. **To Class Counsel:** Class Counsel will apply to the District Court for an award of not more than \$2,092,250.00 for attorneys' fees (25% of the Maximum Settlement Amount) and not more than \$16,700 for expenses as their Class Counsel Fees and Expenses Payment, and Defendant will not oppose their request. If the 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 Net Settlement Amount for pro rata allocation to all Class Members based on Settlement Shares.
3. **To LWDA:** The Parties have agreed that \$50,000 of the Maximum Settlement Amount will be allocated to the settlement of the PAGA claim for civil penalties (the "PAGA Allocation"). Of the PAGA Allocation, 75% or \$37,500 will be paid to the LWDA (the "LWDA Payment"), and 25% or

\$12,500 will be included in the Net Settlement Amount, to be distributed to California Class Members, regardless of whether they opt out of the Settlement. The Settlement Administrator will pay the PAGA Allocation approved by the District Court out of the Maximum Settlement Amount. If the District Court approves a PAGA Allocation of less than \$50,000, the remainder will be retained in the Net Settlement Amount for pro rata allocation to all Class Members based on Settlement Shares.

4. **To the Contingency Fund.** The Settlement Administrator shall set aside \$5,000 in a contingency fund, to cover any errors and omissions in settlement allocations.

D. Tax Treatment.

1. The Settlement Shares of Participating Class Members shall be reported to taxing authorities as follows:
 - a. Fifty percent of each Settlement Share (the “Wage Portion”) is intended to settle each Participating Class Member’s claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable employee-side payroll tax withholding and deductions, and the Settlement Administrator will issue to the Participating Class Member a Form W-2 with respect to the Wage Portion. The employer’s share of legally required payroll taxes for the Wage Portion will be paid directly by Defendant and not out of the Maximum Settlement Amount.
 - b. Fifty percent of each Settlement Share (the “Non-Wage Portion”) is intended to settle each Participating Class Member’s claims for all interest, liquidated damages, and penalties. 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 a Form 1099 with respect to the Non-Wage Portion.
2. Tax deductions and withholdings will not be taken from the Class Representative Payment, and the Settlement Administrator will issue to Plaintiff a Form 1099 with respect to the Class Representative Payment.
3. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded attorneys’ fees and costs.

- E. Appointment of Settlement Administrator.** The Parties will ask the Court to appoint Atticus Administration 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 all tasks related to settlement administration, such as, preparing,

printing, and mailing the Class Notices 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 was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice to the Class Member's new address; emailing Class Members about the Settlement; receiving California Class Member opt-outs from the Settlement and Class Member objections to the Settlement; providing the Parties with weekly status reports about the delivery of Class Notices, Class Member objections to the Settlement, and the receipt of California Class Member opt-outs from the Settlement; issuing the checks to effectuate the payments due under the Settlement; tracking the cashing of settlement checks; preparing Form W-2s and 1099s and completing required reports to tax authorities; and otherwise administering the Settlement pursuant to this Agreement.

F. Procedure for Approving Settlement.

1. Motion for Preliminary Approval.

- a. On or before January 17, 2023, the Parties will file a joint motion (the "Motion for Preliminary Approval") with the Court for an order granting Preliminary Approval of the Settlement, certifying the California Class and FLSA Collective, setting a date for the Final Approval Hearing, and approving and authorizing the dissemination of the Class Notices. The parties will also submit a proposed order granting the motion in the form evidenced by Exhibit E to this Agreement and will request a hearing date for preliminary approval upon filing, at which hearing the Parties will support the granting of the motion.
- b. Pursuant to PAGA, concurrently with filing the Motion for Preliminary Approval, Google will submit to the LWDA the PAGA Notice enclosing this Agreement (as evidenced by Exhibit C to this 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 District Court to adjudicate the validity of the PAGA Notice in the motion for final approval of the Settlement and bar any claim to void or avoid the Settlement under PAGA.
- c. Within ten (10) days of the Parties filing the Motion for Preliminary Approval, Defendant will, pursuant to CAFA, mail the CAFA Notice (evidenced by Exhibit D) to the Attorney General of the United States and the appropriate state official in each state in which a Class Member resides at the time of notice.
- d. Should the 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 and the Parties will have no further obligations under it. An award by the Court of lesser amounts than sought for the Class Representative Payment the LWDA Payment, or the Class Counsel Fees and Expenses Payment will not be a material modification of the Settlement.

2. **Notice to Class Members.** After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the appropriate Class Notice as follows:
 - a. Within ten (10) days after the Court enters its order granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator the following information for each Class Member: name, employee ID, last-known address, last known personal email address (if available), and last-four digits of social security number, as reflected in Defendant's records during the relevant period. The Settlement Administrator will keep this information confidential and not disclose it to anyone, except in order to carry out the efforts described in section III.E and to disseminate the applicable Class Notice pursuant to this Agreement, or pursuant to Defendant's express written authorization or by order of the Court.
 - b. Within 14 days after receiving the Class Member information from Defendant, the Settlement Administrator will mail each Class Member notice of the Settlement, which will include the estimated Settlement Share that the Class Member may qualify to receive. At this same time, the Settlement Administrator will email each Class Member with an email address notice regarding the Settlement (see Exhibits A and B). If any Class Member is a member of both the California Class and the FLSA Collective, the Settlement Administrator shall send them only the California Class notice. Prior to mailing the notice, the Settlement Administrator will use a national change of address database to ensure the addresses are up to date.
 - c. To the extent mail is returned as undeliverable, Defendant shall provide cell phone numbers (if available) and full social security numbers to the Settlement Administrator within 7 days of request so the Administrator can either contact the individual(s) to obtain a current address, and/or perform another address search, to promptly resend notice.
 - d. Each week, the Settlement Administrator will provide to Class Counsel and Defendant's Counsel a report showing whether any

Class Notice have been returned and re-mailed and the receipt of any opt-outs, and/or objections to the Settlement.

3. **Objections to Settlement; Opt-outs from Settlement by California Class Members; Opt-in and Failure to Opt-in to Settlement by FLSA Collective Members.** Class Members may submit objections to the Settlement, California Class Members may opt out of the Settlement, and FLSA Collective Members may opt in to the settlement pursuant to the following procedures:

- a. **Objections to Settlement.** Class Members who wish to object to any term of the Settlement must mail their objection to the Settlement Administrator not later than 60 days after notice of the Settlement was mailed. Class Counsel shall file all objections with the Court with the motion for final approval of the Settlement. 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 originally mails the Class Notice. The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing. Class Members who do not submit written objections in the manner and by the deadline specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement or other related matters.
- b. **Opt-In or Failure to Opt-in for FLSA Collective Members.** FLSA Collective Members will have 90 days after the issuance of the settlement checks to cash their checks in order to opt-in to the FLSA settlement. FLSA Collective Members who do not cash their settlement checks by the deadline will be foreclosed from and be deemed to have waived any right to participate in the Action and the Settlement, but will not waive any other rights to otherwise pursue any claims.
- c. **Request for Exclusion.** The Class Notice will provide that California Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a signed letter requesting exclusion from the Settlement ("Exclusion Letter"), postmarked no later than 60 days after the Settlement Administrator originally mails the Class Notice. The Exclusion Letter must include the Class Member's name, the last four (4) digits of the Class

Member's Social Security number, the Class Member's signature, and the following statement or a substantively similar statement: "I request to be excluded from the class action Settlement in the matter of *Bowlay-Williams v. Google LLC*, Case No. 4:21-cv-09942, United States District Court for the Northern District of California." If a question is raised about the authenticity of an Exclusion Letter, 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 Exclusion Letter will not participate in or be bound by the Settlement and the Judgment, will not be entitled to any payment from the Settlement, and will not have any right to object to, appeal from, or comment on the Settlement. However, all California Class Members will release any and all PAGA Claims for civil penalties related to the released claims described in section III.G.2, and will receive a portion of the amount set aside as PAGA Civil Penalties, regardless of whether they submit an Exclusion Letter. Class Counsel shall file all Requests for Exclusion with the Court with the motion for final approval of the Settlement.

- d. **Effect of Participation in Both California Class and FLSA Collective.** Any California Class Member who also is a member of the FLSA Collective will be treated as a member of the California Class for purposes of calculating his/her Settlement Share, will receive the Class Notice for California Class Members, and will be bound by the release of claims described in section III.G.2 if s/he does not submit a Request for Exclusion.
 - e. **Report.** Not later than ten (10) days after the deadline for California Class Members to opt-out of the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of objections and opt-outs. Within 45 days of the expiration of the original check cashing period, the Settlement Administrator shall identify those Non-California FLSA Collective Members who cashed their checks and those who did not. Plaintiff's counsel will provide Defendant a draft Stipulation for Dismissal within 50 days from expiration of the original check cashing period. The parties shall file a Stipulation for Dismissal with the Court within 55 days of expiration of the original check cashing period. When doing so, the parties shall file also with the Court a list of Employee IDs of those FLSA Collective Members who consented to opt into the action and settle their claims by cashing checks.
4. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to opt in to the Settlement, object to the Settlement, appeal from the Judgment, or opt out of the Settlement. This

provision does not, however, prevent Class Counsel from advising any Class Member who contacts them about the settlement.

5. Additional Briefing and Final Approval.

- a. Not later than fourteen (14) days before the Final Approval Hearing, the Parties will jointly file with the Court a motion for final approval (including a determination that Defendant complied with CAFA with respect to the CAFA notice) of the Settlement and payment of the LWDA Payment, and Plaintiff will file a motion for awards of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement, which Defendant will not oppose.
- b. Not later than five (5) days before the Final Approval Hearing, Plaintiff and/or the Parties jointly may file a reply in support of the motion for final approval of the Settlement to the extent that any opposition to the motion is filed.
- c. If the Court does not grant final approval of the Settlement, or if the 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 Defendant to pay the Maximum Settlement Amount, except that Defendant will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be a material modification of the Settlement; although Plaintiff maintains the right to appeal any such reduction. In the event that the Court awards a lesser-than-sought Class Representative Payment or Class Counsel Fees and Expenses Payment, the difference between the amounts awarded and sought will not revert back to Defendant, but will revert to the Net Settlement Amount for pro rata distribution.
- d. Together with the motion for final approval, Plaintiff will present a proposed Judgment to the Court for its approval and entry, in substantially the form evidenced by Exhibit F to this Agreement. After entry of the Judgment, the Court will have continuing jurisdiction over the Settlement for purposes of enforcing this Agreement.

- 6. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement, FLSA Collective Members

who timely opted in to this Settlement, Defendant, 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 Court to award the full Class Representative Payment or the Class Counsel Fees and Expenses Payment sought by them; however, such an order or affirmance of such an order will not entitle Plaintiff, Participating Class Members, or Defendant to avoid the Settlement. 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 the appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

7. **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 Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the 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 Court's award of the Class Representative 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.
8. **Timing of Settlement Payments.** Within 60 days of the Court's order granting final approval of the Settlement, Google will transfer the Maximum Settlement Amount to the Settlement Administrator via wire transfer. Within 14 days thereafter, the Settlement Administrator will pay to Class Members the Settlement Shares; to Plaintiff, the Class Representative Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the LWDA the LWDA Payment.
9. **Non-Participating FLSA Collective Members' Settlement Shares.** Estimated Settlement Shares are calculated assuming that all FLSA Collective Members opt in to the Settlement. However, for those FLSA Collective Members who do not timely cash their Settlement check, the Settlement Administrator shall return to Google the money attributable to the checks for those FLSA Collective Members.

10. **Uncashed Settlement Share Checks and Unused Funds.** A Class Member must cash their Settlement Share check within 90 calendar days after it is mailed to them. Reissuance of lost or destroyed checks shall be permitted upon request during that 90-day period. Reissued checks shall expire within 30 days of issuance. 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 a Class Member fails to cash their Settlement check within the 90-day time period, or within 30 days of reissuance, whichever is later, the Settlement Administrator will cancel the check(s). If uncashed settlement checks for California Class Members amount to more than \$60,000, those funds will be redistributed pro rata based on Settlement Shares to California Class Members who timely cashed their settlement checks during the original check cashing period.

Any funds remaining from the contingency fund, from uncashed checks to California Class Members if a redistribution is not required, or from uncashed checks to California Class Members after a redistribution, shall be donated to the Legal Aid at Work.

G. Release and Waiver of Claims.

1. **Plaintiff.** In consideration of Plaintiff's awarded Class Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final, Plaintiff releases any and all known and unknown claims against Google and any of its past and present owners(s), officers, directors, managers, insurers, and attorneys (collectively, "Released Parties"), and waives the protection of California Civil Code section 1542.
2. **California Class Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all California Class Members (other than those California Class Members who timely and validly request exclusion from the Settlement) will waive and release all federal, state, municipal, and local law claims for overtime due based on not including sign-on bonuses in the regular rate, and overtime due based on not including restricted stock units in the regular rate, along with liquidated damages, penalties, attorneys' fees, and costs on those claims, against Defendant and the Released Parties from December 22, 2017 through the date on which the Court grants preliminary approval of the Settlement. In relation to the claims released above, the release will waive and release all claims for failure to provide accurate itemized wage statements, failure to timely pay wages, and claims brought under California Labor Code sections 201-203, 226, 510, 1194, 1198 and California Business and Professions Code sections 17200 et seq., the Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act (FLSA), 29 U.S.C. §§ 201 et seq., and any other related federal, state or municipal law. In addition, all California

Class Members, regardless of whether they opt-out of the Settlement, release any and all PAGA Claims for civil penalties related to the released claims, including claims under California Labor Code sections 201-203, 226, 510, 1194, 1198, and 2698 et seq.

3. **FLSA Collective Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, by cashing the settlement checks, the FLSA Collective Members will waive and release all federal, state, municipal, and local law claims, including claims under the FLSA, for overtime due based on not including sign-on bonuses in the regular rate, and overtime due based on not including restricted stock units in the regular rate, along with liquidated damages, penalties, attorneys' fees, and costs on those claims, against Defendant and the Released Parties from December 22, 2018 through the date on which the Court grants preliminary approval of the Settlement for unpaid overtime wages.
4. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys' fees and/or expenses related to the Covered Claims, other than those specified in this Agreement.
5. **Waiver of Known and Unknown Claims.** Plaintiff and the California Class Members have released claims, as provided for in sections III.G.1 and III.G.2 that include all such respective claims, whether known or unknown by the releasing party. Thus, even if Plaintiff or the Class Members discover facts in addition to or different from those that he or they now know or believe to be true with respect to the subject matter of their respective claims, those claims will remain released and forever barred. Therefore, with respect only to those respective released claims, Plaintiff and the California Class Members expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

- H. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or 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.

- I. **Miscellaneous Terms.**

1. **No Admission of Liability.**

- a. Defendant 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 Defendant, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant 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. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper 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 as Plaintiff proposed or (b) Defendant is liable to Plaintiff or the Classes as Plaintiff alleges.
- 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 Defendant 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 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. However, the Memorandum of Agreement may be introduced into evidence to prove the fact and terms of the Parties' Settlement.
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, or by counsel for 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 Covered Claims 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.

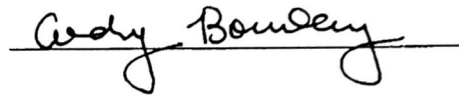
9. **Invalidity of Any Provision.** The Parties request that before declaring any provision of this Agreement invalid, the Court shall first attempt to construe all provisions as valid to the fullest extent possible consistent with applicable precedents.
10. **Execution in Counterpart.** This Agreement 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 exchange them between themselves. 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: January 12, 2023.

CODY BOWLAY-WILLIAMS



Dated: January 13, 2023.

NICHOLS KASTER, PLLP

By: 
Michele R. Fisher
Attorney for Plaintiff Cody Bowlay-Williams

Dated: January __, 2023.

GOOGLE LLC

By: _____
Peter Cooper
Google LLC

Dated: January __, 2023.

PAUL HASTINGS LLP

By: _____
Zachary P. Hutton
Attorney for Defendant
Google LLC

9. **Invalidity of Any Provision.** The Parties request that before declaring any provision of this Agreement invalid, the Court shall first attempt to construe all provisions as valid to the fullest extent possible consistent with applicable precedents.
10. **Execution in Counterpart.** 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 exchange them between themselves. 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: January __, 2023.

CODY BOWLAY-WILLIAMS

Dated: January __, 2023.

NICHOLS KASTER, PLLP

By: _____
Michele R. Fisher
Attorney for Plaintiff Cody Bowlay-Williams

Dated: January 13, 2023.

GOOGLE LLC

By:  _____
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Michael Pfyl
Google LLC

Dated: January 13, 2023.

PAUL HASTINGS LLP

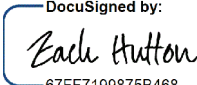
By:  _____
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Zachary P. Hutton
Attorney for Defendant
Google LLC

Exhibit A

NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT AND FINAL APPROVAL HEARING

To: All non-exempt employees of Google LLC (“Google”) who worked in California at any time from December 22, 2017 through June 5, 2022, who were awarded restricted stock units that vested at any time during that period and/or who received a sign-on bonus during that period.

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 DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL TO THE SETTLEMENT ADMINISTRATOR A WRITTEN REQUEST FOR EXCLUSION, POSTMARKED NOT LATER THAN [INSERT DATE 60 DAYS AFTER MAILING], OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.**

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF CALIFORNIA (THE “COURT”) ENTERED ON [DATE OF PRELIMINARY APPROVAL], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached between Cody Bowlay-Williams, (“Plaintiff”) and Google LLC (“Google” or “Defendant”), in the class action pending in the Court (the “Action”) brought on behalf of the following individuals (the “Classes”):

1. All non-exempt employees of Defendant who worked in California at any time from December 22, 2017 through June 5, 2022, who were awarded restricted stock units that vested at any time during that period and/or who received a sign-on bonus during that period (“California Class Members”).
2. All non-exempt employees of Defendant who worked in the United States, but outside of California, at any time from December 22, 2018 through June 5, 2022, who were awarded restricted stock units that vested at any time during that period and/or who received a sign-on bonus during that period (“FLSA Collective Members”).

The Court preliminarily approved the Settlement and conditionally certified the Classes for purposes of the Settlement. You received this notice because Google’s records indicate that you are a California Class Member. This notice informs you of how you can object to or opt out of the Settlement. Unless you opt out, the Settlement if finally approved by the Court will be binding upon you.

WHAT IS THIS LAWSUIT ABOUT?

The Action, which is pending in the United States District Court for the Northern District of California, is titled “*Cody Bowlay Williams, individually and on behalf of others similarly situated v. GOOGLE, LLC*,” Case No. 4:21-cv-09942.

Plaintiff alleges that Defendant did not pay proper overtime wages by failing to include in the regular rate of pay vested restricted stock unit awards and sign-on bonuses. As a result, Plaintiff further alleges Defendant failed to provide accurate wage statements and pay all wages due upon discharge. In addition, Plaintiff asserted that Defendant engaged in unlawful business practices.

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

After good-faith negotiations, in which both sides recognized the risk of an uncertain outcome, Plaintiff and Defendant agreed to settle the claims that arise out of or relate to the allegations in the Action (the “Covered Claims”).

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff’s claims in the Action have merit or that it has any liability to Plaintiff or the proposed classes on those claims. On the contrary, Defendant denies any and all such liability, and maintains that it complied with all applicable laws.

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

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. Google will pay a maximum of \$8,369,000.00 as the Maximum Settlement Amount. The Maximum Settlement Amount will fund all payments to be made under the Settlement.
2. The “Net Settlement Amount” is the amount from the Maximum Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for the Class Representative Payment, the Class Counsel Fees and Expenses Payment, the payment to the California Labor and Workforce Development Agency (the “LWDA”) for its share of civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq. (“PAGA”), the PAGA Payment to California Class Members, and a contingency fund for errors and omissions in settlement allocations.
3. Out of the Net Settlement Amount, Google will pay a Settlement Share to each California Class Member who does not timely submit an Exclusion Letter, and to each FLSA Collective Member who timely cashes their settlement check.
4. Each Class Member’s Settlement Share represents your pro rata share of the Net Settlement Amount considering Google’s records of your dates of employment, overtime hours

worked, vested restricted stock units, and any sign-on bonus. The minimum awarded amount to any Class Member will be \$50.

5. The amount of your calculated Settlement Share is **INSERT \$**. The Settlement Shares and other amounts awarded 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.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

As a member of the California Class, you will be included in the Settlement and receive your proportional share of the Settlement unless you opt out by mailing to the Settlement Administrator a signed letter requesting exclusion (“Exclusion Letter”), postmarked no later than **INSERT DATE 60 days after mailing of class notice**. The Exclusion Letter must include your name, address, telephone number, the last four digits of your Social Security number, your signature, and the following statement or a substantively similar statement: “I request to be excluded from the class action Settlement in the matter of *Bowlay-Williams v. Google LLC, Case No. 4:21-cv-09942*, United States District Court for the Northern District of California.” If you submit a signed Exclusion Letter by the deadline, you will be excluded from the Class Settlement (but not the PAGA settlement, as explained below) and will not receive a Class Settlement Share, but you will receive a portion of the amount set aside as PAGA Civil Penalties, and you will retain the right you may have, if any, to pursue a claim against Defendant.

WHAT IF I AM A MEMBER OF BOTH THE CALIFORNIA CLASS AND THE FLSA COLLECTIVE?

If you are a member of both the California Class and the FLSA Collective, you will be treated as a member of the California Class and you will be bound by the release of claims for California Class Members if you do not submit a Request for Exclusion.

WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

California Class Members. In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all California Class Members (other than those California Class Members who timely and validly elected not to participate in the Settlement) will waive and release all federal, state, municipal, and local law claims for overtime due based on not including sign-on bonuses in the regular rate, and overtime due based on not including restricted stock units in the regular rate, along with liquidated damages, penalties, attorneys’ fees, and costs on those claims, against Defendant and its past and present owners(s), officers, directors, managers, insurers, and attorneys (collectively, “Released Parties”) from December 22, 2017 through the date on which the Court grants preliminary approval of the Settlement. In relation to the claims released above, the release will waive and release all claims for failure to provide accurate itemized wage statements, failure to timely pay wages, and claims brought under California Labor Code sections

201-203, 226, 510, 1194, 1198 and California Business and Professions Code sections 17200 et seq., the Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act (FLSA), 29 U.S.C. §§ 201 et seq. and any other related federal, state or municipal law (the “California Class Members’ Released Claims”). In addition, all California Class Members, regardless of whether they opt-out of the Settlement, release any and all Claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) related to the released claims, including claims under California Labor Code sections 201-203, 226, 510, 1194, 1198, and 2698 et seq.

WHAT ARE THE OTHER TERMS OF THE SETTLEMENT?

1. **Class Representative Payment:** Plaintiff will seek approval from the Court for a payment of \$3,000 in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful, and granting the general release as part of the Settlement. This payment, which will be paid in addition to Plaintiff’s Settlement Share, will be made out of the Maximum Settlement Amount.
2. **Class Counsel Fees and Expenses Payment:** As part of the final approval hearing, Class Counsel will request up to \$2,092,250.00 for attorneys’ fees (25% of the Maximum Settlement Amount) and not more than \$16,700 for their expenses incurred in connection with their work in this case. Defendant does not oppose these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of Class Counsel in connection with the litigation and all work done through the completion of the litigation. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets. Class Counsel’s attorneys’ fees and expenses as approved by the Court will be paid out of the Maximum Settlement Amount.
3. **LWDA Payment:** Out of the Maximum Settlement Amount, \$50,000 will be allocated to the settlement of the PAGA claim for civil penalties (the “PAGA Allocation”). Of the PAGA Allocation, 75% or \$37,500 will be paid to the LWDA (the “LWDA Payment”), and 25% or \$12,500 will be included in the Net Settlement Amount, to be distributed to California Class Members, regardless of whether they request exclusion.
4. **Contingency Fund:** The Settlement Administrator will set aside \$5,000 in a contingency fund, to cover any errors and omissions in settlement allocations. Any amounts remaining in the Contingency Fund after allocation of the Settlement shares will be donated to Legal Aid at Work.
5. **Second Disbursement of Uncashed Settlement Share Checks.** If uncashed settlement checks for California Class members amount to more than \$60,000, those funds will be redistributed pro rata based on Settlement Shares to California Class Members who timely cashed their settlement checks. If they do not exceed \$60,000 they will be donated to Legal Aid at Work.
6. **Plaintiff and Class Counsel’s Support of the Settlement:** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include issues such as the risk of a trial on the merits, the inherent delays and uncertainties associated

with litigation, and the possibility that the Classes are not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believes that further proceedings, including a trial and probable appeals, would be expensive and protracted. No one can predict how the various legal questions at issue, including the amount of damages, would be resolved. Therefore, upon careful consideration, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Participating in the Settlement:** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. As a California 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. 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.

Consistent with Google policies, there will be no retaliation or adverse action taken against any Class Member who participates in or opts out of the Settlement.

2. **Change of Address:** It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your 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 Settlement Share. You may contact the Settlement Administrator at [PHONE].
3. **Objecting to the Settlement:** If you do not timely submit an Exclusion Letter, you may object to the terms of the Settlement before final approval, by mailing your objection to: *Bowlay-Williams v. Google LLC* Settlement Administrator, c/o []

Any written objection must state your full name, address, telephone number, as well as contact information for any attorney you hire for purposes of the objection. It must also include the objection and the factual and legal bases for it, and any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection. Written objections to the Settlement must be mailed and **postmarked by not later than [INSERT DATE 60 days after mailing]**. If you submit a timely written objection, you may also appear or appear 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, but only if you indicate in your objection that you intend to appear.

If the Court overrules your objection, you will be bound by the Settlement and receive a Settlement Share.

THE LAWYERS FOR THE PARTIES

CLASS COUNSEL

NICHOLS KASTER, PLLP
Michele R. Fisher
4700 IDS Center
80 South 8th Street
Minneapolis, MN 55402

NICHOLS KASTER, LLP
Daniel S. Brome
235 Montgomery St., Suite 810
San Francisco, CA 94104

ROSS SCALISE LAW GROUP, P.C.
Charles Scalise
1104 San Antonio Street
Austin, TX 78701

GOOGLE'S COUNSEL

PAUL HASTINGS LLP
Zachary P. Hutton
Eric Distelburger
101 California Street, 48th Floor
San Francisco, CA 94111

DO NOT TELEPHONE THE COURT OR GOOGLE'S COUNSEL.

FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 20[REDACTED], at [REDACTED]:[REDACTED] a.m., in Courtroom 3 of the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, 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, along with the LWDA 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 and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.

GETTING MORE INFORMATION

The above is a summary of the Settlement. For more information, the pleadings and other records, including the Settlement Agreement, may be examined at the Office of the Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612; or you may contact Class Counsel at (877) 448-0492 or the Settlement Administrator at [(XXX) XXX-XXXX]. Reference the *Bowlay-Williams v. Google LLC* Wage and Hour Settlement.

DO NOT CONTACT THE COURT OR GOOGLE'S COUNSEL ABOUT THE SETTLEMENT.

Exhibit B

NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT AND FINAL APPROVAL HEARING

To: All non-exempt employees of Google LLC (“Google”) who worked in the United States, but outside of California, at any time from December 22, 2018 through June 5, 2022, who were awarded restricted stock units that vested at any time during that period and/or who received a sign-on bonus during that period.

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 WANT TO PARTICIPATE IN THE SETTLEMENT, INCLUDING BEING ENTITLED TO ANY PAYMENT FROM THE SETTLEMENT, YOU MUST CASH YOUR SETTLEMENT CHECK WITHIN 90 DAYS OF ISSUANCE.**

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF CALIFORNIA (THE “COURT”) ENTERED ON [DATE OF PRELIMINARY APPROVAL], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached between Cody Bowlay-Williams, (“Plaintiff”) and Google LLC (“Google” or “Defendant”), in the class action pending in the Court (the “Action”) brought on behalf of the following individuals (the “Classes”):

1. All non-exempt employees of Defendant who worked in California at any time from December 22, 2017 through June 5, 2022, who were awarded restricted stock units that vested at any time during that period and/or who received a sign-on bonus during that period (“California Class Members”).
2. All non-exempt employees of Defendant who worked in the United States, but outside of California, at any time from December 22, 2018 through June 5, 2022, who were awarded restricted stock units that vested at any time during that period and/or who received a sign-on bonus during that period (“FLSA Collective Members”).

The Court preliminarily approved the Settlement and conditionally certified the Classes for purposes of the Settlement. You received this notice because Google’s records indicate that you are a Fair Labor Standards Act “FLSA” Collective Member. This notice informs you of how you can object to and/or participate in the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

The Action, which is pending in the United States District Court for the Northern District of California, is titled “*Cody Bowlay Williams, individually and on behalf of others similarly situated v. GOOGLE, LLC*,” Case No. 4:21-cv-09942.

Plaintiff alleges that Defendant did not pay proper overtime wages by failing to include in the regular rate of pay vested restricted stock unit awards and sign-on bonuses. As a result, Plaintiff further alleges Defendant failed to provide accurate wage statements and pay all wages due upon discharge. In addition, Plaintiff asserted that Defendant engaged in unlawful business practices.

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

After good-faith negotiations, in which both sides recognized the risk of an uncertain outcome, Plaintiff and Defendant agreed to settle the claims that arise out of or relate to the allegations in the Action (the “Covered Claims”).

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff’s claims in the Action have merit or that it has any liability to Plaintiff or the proposed classes on those claims. On the contrary, Defendant denies any and all such liability, and maintains that it complied with all applicable laws.

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

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. Google will pay a maximum of \$8,369,000.00 as the Maximum Settlement Amount. The Maximum Settlement Amount will fund all payments to be made under the Settlement.
2. The “Net Settlement Amount” is the amount from the Maximum Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for the Class Representative Payment, the Class Counsel Fees and Expenses Payment, the payment to the California Labor and Workforce Development Agency (the “LWDA”) for its share of civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq. (“PAGA”), the PAGA Payment to California Class Members, and a contingency fund for errors and omissions in settlement allocations.
3. Out of the Net Settlement Amount, Google will pay a Settlement Share to each California Class Member who does not timely submit an Exclusion Letter, and to each FLSA Collective Member who timely cashes their settlement check.
4. Each Class Member’s Settlement Share represents your pro rata share of the Net Settlement Amount considering Google’s records of your dates of employment, overtime hours

worked, vested restricted stock units, and any sign-on bonus. The minimum awarded amount to any Class Member will be \$50.

5. The amount of your calculated Settlement Share is **INSERT \$**. The Settlement Shares and other amounts awarded 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.

HOW DO I PARTICIPATE IN THE SETTLEMENT?

As a member of the FLSA Collective, you will automatically receive a settlement check after the Court grants final approval of the Settlement, the period for appeals has passed, and the Settlement becomes Final. Cashing your settlement check within ninety (90) days will opt you into the Action and Settlement, and you will be bound by the terms of the Settlement. FLSA Collective Members who do not cash their settlement check will be foreclosed from and be deemed to have waived their right to participate in the Action and the Settlement but will not waive any other rights to otherwise pursue any claims.

WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

FLSA Collective Members. In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, by cashing the settlement checks, the FLSA Collective Members will waive and release all federal, state, municipal, and local law claims, including claims under the FLSA, for overtime due based on not including sign-on bonuses in the regular rate, and overtime due based on not including restricted stock units in the regular rate, along with liquidated damages, penalties, attorneys' fees, and costs on those claims, against Defendant and the Released Parties from December 22, 2018 through the date on which the Court grants preliminary approval of the Settlement for unpaid overtime wages.

WHAT ARE THE OTHER TERMS OF THE SETTLEMENT?

1. **Class Representative Payment:** Plaintiff will seek approval from the Court for a payment of \$3,000 in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful, and granting the general release as part of the Settlement. This payment, which will be paid in addition to Plaintiff's Settlement Share, will be made out of the Maximum Settlement Amount.
2. **Class Counsel Fees and Expenses Payment:** As part of the final approval hearing, Class Counsel will request up to \$2,092,250.00 for attorneys' fees (25% of the Maximum Settlement Amount) and not more than \$16,700 for their expenses incurred in connection with their work in this case. Defendant does not oppose these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of Class Counsel in connection with the litigation and all work done through the completion of the litigation. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets. Class Counsel's attorneys' fees

and expenses as approved by the Court will be paid out of the Maximum Settlement Amount.

3. **LWDA Payment:** Out of the Maximum Settlement Amount, \$50,000 will be allocated to the settlement of the PAGA claim for civil penalties (the “PAGA Allocation”). Of the PAGA Allocation, 75% or \$37,500 will be paid to the LWDA (the “LWDA Payment”), and 25% or \$12,500 will be included in the Net Settlement Amount, to be distributed to California Class Members, regardless of whether they request exclusion.
4. **Contingency Fund:** The Settlement Administrator will set aside \$5,000 in a contingency fund, to cover any errors and omissions in settlement allocations. Any amounts remaining in the Contingency Fund after allocation of the Settlement shares will be donated to Legal Aid at Work.
5. **Second Disbursement of Uncashed Settlement Share Checks.** If uncashed settlement checks for California Class members amount to more than \$60,000, those funds will be redistributed pro rata based on Settlement Shares to California Class Members who timely cashed their settlement checks. If they do not exceed \$60,000 they will be donated to Legal Aid at Work.
6. **Plaintiff and Class Counsel’s Support of the Settlement:** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include issues such as the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Classes are not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believes that further proceedings, including a trial and probable appeals, would be expensive and protracted. No one can predict how the various legal questions at issue, including the amount of damages, would be resolved. Therefore, upon careful consideration, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A COLLECTIVE MEMBER?

1. **Participating in the Settlement:** As a FLSA Collective Member, if you timely cash your Settlement Check to opt in to the Settlement, 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. As a member of the Collective, 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.

Consistent with Google policies, there will be no retaliation or adverse action taken against any Collective Member who participates in or chooses not participate in the Settlement.

2. **Change of Address:** It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your 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 Settlement Share. You may contact the Settlement Administrator at [PHONE].

3. **Objecting to the Settlement:** You may object to the terms of the Settlement before final approval, by mailing your objection to: *Bowlay-Williams v. Google LLC* Settlement Administrator, c/o [REDACTED]

Any written objection must state your full name, address, telephone number, as well as contact information for any attorney you hire for purposes of the objection. It must also include the objection and the factual and legal bases for it, and any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection. Written objections to the Settlement must be mailed and **postmarked by not later than [INSERT DATE 60 days after mailing]**. If you submit a timely written objection, you may also appear or appear 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, but only if you indicate in your objection that you intend to appear.

THE LAWYERS FOR THE PARTIES

CLASS COUNSEL

NICHOLS KASTER, PLLP
Michele R. Fisher
4700 IDS Center
80 South 8th Street
Minneapolis, MN 55402

NICHOLS KASTER, LLP
Daniel S. Brome
235 Montgomery St., Suite 810
San Francisco, CA 94104

ROSS SCALISE LAW GROUP, P.C.
Charles Scalise
1104 San Antonio Street
Austin, TX 78701

GOOGLE'S COUNSEL

PAUL HASTINGS LLP
Zachary P. Hutton
Eric Distelburger
101 California Street, 48th Floor
San Francisco, CA 94111

DO NOT TELEPHONE THE COURT OR GOOGLE'S COUNSEL.

FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 20[REDACTED], at [REDACTED]:[REDACTED] a.m., in Courtroom 3 of the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, 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, along with the LWDA 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 and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.

GETTING MORE INFORMATION

The above is a summary of the Settlement. For more information, the pleadings and other records, including the Settlement Agreement, may be examined at the Office of the Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612; or you may contact Class Counsel at (877) 448-0492 or the Settlement Administrator at [(XXX) XXX-XXXX]. Reference the *Bowlay-Williams v. Google LLC* Wage and Hour Settlement.

DO NOT CONTACT THE COURT OR GOOGLE'S COUNSEL ABOUT THE SETTLEMENT.

Exhibit C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Cody Bowlay-Williams, individually and
on behalf of others similarly situated,

Plaintiff,

vs.

Google LLC,

Defendant.

No. 4:21-cv-09942-PJH

**NOTICE OF PROPOSED PAGA
SETTLEMENT**

Cal. Lab. Code § 2698 *et seq.*

NOTICE OF PROPOSED PAGA SETTLEMENT

To the California Labor and Workforce Development Agency (“LWDA”):

PLEASE TAKE NOTICE that the parties to this wage-and-hour class action have settled the case, which includes settlement of a derivative Labor Code Private Attorneys General Act (“PAGA”) claim. In accordance with PAGA, Cal. Lab. Code § 2699(l)(2), defendant Google LLC (“Google”), provides this notice to the LWDA and attaches a copy of the parties’ Settlement Agreement.

If you have questions about this notice or the enclosed materials, please contact counsel for the parties as follows:

TO PLAINTIFF AND THE CLASS

Michele R. Fisher
NICHOLS KASTER, PLLP
4700 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Telephone: (612) 256-3200
Facsimile: (612) 218-6170
fisher@nka.com

Daniel S. Brome
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Charles Scalise
ROSS SCALISE LAW GROUP, P.C.
1104 San Antonio Street
Austin, TX 78701
Telephone: (510) 270-2614
Facsimile: (510) 474-5306
charles@rosslawpc.com

Dated ■■, 2023.

TO DEFENDANT GOOGLE LLC

Zachary P. Hutton
Eric Distelburger
PAUL HASTINGS LLP
101 California Street, 48th Floor
San Francisco, CA 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
zachhutton@paulhastings.com
ericdistelburger@paulhastings.com

ZACHARY P. HUTTON
ERIC D. DISTELBURGER
PAUL HASTINGS LLP

By:

Zachary P. Hutton
Attorneys for Defendant Google LLC

Exhibit D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Cody Bowlay-Williams, individually and
on behalf of others similarly situated,

Plaintiff,

vs.

Google LLC,

Defendant.

No. 4:21-cv-09942-PJH

**NOTICE OF PROPOSED PAGA
SETTLEMENT**

28 U.S.C. § 1715

NOTICE OF PROPOSED PAGA SETTLEMENT

PLEASE TAKE NOTICE that the parties to the above-referenced class action have settled the claims at issue in the litigation. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 *et seq.* (“CAFA”), defendant Google LLC (“Google”) provides this notice to the Attorney General of the United States of America and the appropriate state official in each state in which a class member resides. Defendant encloses the following documents in accordance with its notice obligations under 28 U.S.C. section 1715(b):

1. Copies of all complaints and amended complaints filed in the above-titled action.
2. Notice of scheduled judicial hearings in the above-titled action.
3. The parties’ Settlement Agreement.
4. The parties’ proposed Notice to California Class Members of Proposed Class and Collective Action Settlement and Final Approval Hearing (Exhibit A to Settlement Agreement).
5. The parties’ proposed Notice to FLSA Collective Members of Proposed Class and Collective Action Settlement and Final Approval Hearing (Exhibit B to Settlement Agreement).
6. The names of Class Members who reside in each state and the estimated proportionate share of the claims of Class Members in each state to the entire settlement.

PLEASE TAKE FURTHER NOTICE that pursuant to CAFA you are not required to comment on the settlement. However, if you wish to comment, please file your comments by _____, 2023, at the following address:

Clerk of Court
United States District Court, Northern District of California
1301 Clay Street,
Oakland, CA 94612

Alternatively, the United States District Court for the Northern District of California (the “District Court”) uses the federal electronic case filing (“ECF”) system. More information about the District Court’s ECF system can be found at <https://www.cand.uscourts.gov/cases-e-filing/cm-ecf/>. If you choose to comment on the settlement, please also provide notice to the parties’ counsel as follows:

1 **CLASS COUNSEL**

2 Michele R. Fisher
3 NICHOLS KASTER, PLLP
4 4700 IDS Center
5 80 South 8th Street
6 Minneapolis, MN 55402

7 Daniel S. Brome
8 NICHOLS KASTER, LLP
9 235 Montgomery St., Suite 810
10 San Francisco, CA 94104

11 Charles Scalise
12 ROSS SCALISE LAW GROUP, P.C.
13 1104 San Antonio Street
14 Austin, TX 78701

GOOGLE'S COUNSEL

 Zachary P. Hutton
 Eric Distelburger
 PAUL HASTINGS LLP
 101 California Street, 48th Floor
 San Francisco, CA 94111

 If you have questions about this notice, the underlying action, or the enclosed materials, please
13 contact counsel for Defendant as provided above.

14 DATED: _____, 202__

By: /s/ Zachary P. Hutton
 Zachary P. Hutton
 Eric Distelburger
 Paul Hastings LLP
 101 California Street, 48th Floor
 San Francisco, CA 94111
 Telephone: (415) 856-7000
 Facsimile: (415) 856-7100
 zachhutton@paulhastings.com
 ericdistelburger@paulhastings.com

 Attorneys for Defendant
 GOOGLE LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Cody Bowlay-Williams, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

Google LLC,

Defendant.

No. 4:21-cv-09942-PJH

[PROPOSED] ORDER:

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

**(2) CERTIFYING SETTLEMENT
CLASSES;**

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

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

Date: [REDACTED]

Time: [REDACTED] a.m.

Judge: Phyllis J. Hamilton
Oakland Courthouse, Courtroom 3

Complaint filed: December 22, 2021
Trial date: None set

EXHIBIT E

1 Plaintiff Cody Bowlay-Williams and Defendant Google LLC's Motion for Preliminary
2 Approval of Class and Collective Action Settlement (the "Motion") came on for hearing before
3 this court on [REDACTED], 2023 at [TIME]. The Court, having considered the proposed
4 Settlement Agreement (the "Settlement"), attached as Exhibit 1 to the Declaration of Michele R.
5 Fisher filed concurrently with the Motion; having considered the Motion, Memorandum of Points
6 and Authorities in support thereof, and supporting declarations filed therewith, and any argument
7 presented at the hearing on the Motion; and good cause appearing, HEREBY ORDERS THE
8 FOLLOWING:

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

17 a. The California Class: All non-exempt employees of Defendant who
18 worked in California at any time from December 22, 2017 through June 5, 2022, who were
19 awarded restricted stock units that vested at any time during that period and/or who
20 received a sign-on bonus during that period.

21 b. The FLSA Collective: All non-exempt employees of Defendant who
22 worked in the United States, but outside of California, at any time from December 22, 2018
23 through June 5, 2022, who were awarded restricted stock units that vested at any time
24 during that period and/or who received a sign-on bonus during that period.

25 2. The Court certifies the California Class solely for purposes of Settlement pursuant
26 to Rule 23, Federal Rules of Civil Procedure, and conditionally certifies the FLSA Collective as a
27 collective action solely for purposes of Settlement, pursuant to the Fair Labor Standards Act
28

EXHIBIT E

1 (“FLSA”), 29 U.S.C. § 216(b).

2 3. For purposes of the Settlement, the Court designates Plaintiff Cody Bowlay-
3 Williams as Class Representative, and designates Michele R. Fisher and Daniel S. Brome of
4 Nichols Kaster, PLLP, and Charles Scalise of Ross Scalise Law Group, P.C. as Class Counsel.

5 4. The Court designates Atticus Administration as the third-party Settlement
6 Administrator.

7 5. The Court approves, as to form and content, the Class Notices for California Class
8 Members (Exhibit A) and for FLSA Collective Members (Exhibit B). Exhibit A shall be sent to
9 California Class Members and Exhibit B shall be sent to FLSA Collective Members.

10 6. The Court finds that the forms of notice to the California Class Members and the
11 FLSA Collective Members regarding the pendency of the action and of the Settlement, and the
12 methods of giving notice to Class Members, constitute the best notice practicable under the
13 circumstances, and constitute valid, due, and sufficient notice to all Settlement Class members.
14 The form and method of giving notice satisfies the requirements of law and due process.

15 7. The Court further approves the procedures for California Class Members to opt out
16 of the Settlement, FLSA Collective Members to opt in to the Settlement, and all Class Members
17 to object to the Settlement, as set forth in the Notices.

18 8. The Court directs the Settlement Administrator to distribute the Class Notices to
19 Class Members in accordance with the terms of the Settlement.

20 9. The Notice shall provide at least 60 calendar days’ notice from the date of initial
21 mailing for California Class Members to opt out of the and all Class Members to object to the
22 Settlement, as set forth in the Notices.

23 10. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* (“CAFA”), not
24 later than ten days after the Parties’ joint motion seeking preliminary approval of the Settlement
25 was filed in court, Defendant served upon the Attorney General of the United States and the
26 appropriate state official of each state in which a Class Member resides a notice of the Settlement
27 consisting of: a copy of the pleadings in this action; a notice of the scheduled judicial hearings in
28 this action; copies of the Settlement and Class Notice Packets; and the names of Class Members

EXHIBIT E

who reside in each state and the estimated proportionate share of the Class Members in each state compared to the entire Settlement. The notice of Settlement also invited comment on the Settlement. Accordingly, the Court finds that Defendant has discharged its obligations under CAFA to provide notice to the appropriate federal and state officials.

11. Defendant also served notice of the Settlement on the California Labor and Workforce Development Agency (the “LWDA”) pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2699(l)(2). The notice of Settlement also invited comment on the Settlement. Accordingly, the Court finds that Defendant has discharged its obligations under PAGA to provide notice.

12. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled for [REDACTED], 20[REDACTED] at [REDACTED] a.m. / p.m. Counsel for the parties shall file a motion for final approval of the Settlement no later than 14 days before the Final Approval Hearing.

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

14. An implementation schedule is below:

Event	Date
Defendants to provide Class Data to Settlement Administrator no later than [10 days after preliminary approval]:	_____, 20__
Settlement Administrator to distribute Class Notices to Class Members no later than [14 days after receiving Class Data]:	_____, 20__
Deadline for Class Members to opt out or object to the Settlement [60 days after mailing of Class Notices]:	_____, 20__
Deadline for Parties to jointly file Motion for Final Approval of Class Action Settlement:	_____, 20__
Final Approval Hearing	_____, 20__

EXHIBIT E

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

4 16. The Court reserves the right to continue the date of the Final Approval Hearing
5 without further notice to Class Members. The Court retains jurisdiction to consider all further
6 applications arising out of or in connection with the Settlement.

7 **IT IS SO ORDERED.**

8 Dated: _____, 2023

The Honorable Phyllis J. Hamilton
District Court Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Cody Bowlay-Williams, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

Google LLC,

Defendant.

No. 4:21-cv-09942-PJH

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

Date: [REDACTED]
Time: [REDACTED].m.
Judge: Phyllis J. Hamilton
Oakland Courthouse, Courtroom 3

Complaint filed: December 22, 2021
Trial date: None set

EXHIBIT F

1 On [REDACTED], 2023, a hearing was held on the joint motion of Plaintiff Cody Bowlay-
2 Williams and Defendant Google LLC for final approval of their class and collective action
3 settlement (the "Settlement").

4 The parties have submitted their Settlement, which this Court preliminarily approved by
5 its [REDACTED], 2023 order ("Preliminary Approval Order"). In accordance with the
6 Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement
7 and the opportunity to comment on or object to it, to exclude themselves from its provisions, or to
8 opt in to the Settlement.

9 Having received and considered the Settlement, the supporting papers filed by the parties,
10 and the evidence and argument received by the Court at the hearing before it entered the
11 Preliminary Approval Order and the final approval hearing on [REDACTED], 2023, the Court
12 grants final approval of the Settlement, and HEREBY ORDERS and MAKES
13 DETERMINATIONS as follows:

14 1. The following persons are hereby certified as class members for the purpose of
15 entering a settlement in this matter:

16 I. The California Class: All non-exempt employees of Defendant who worked in
17 California at any time from December 22, 2017 through June 5, 2022, who were
18 awarded restricted stock units that vested at any time during that period and/or
19 who received a sign-on bonus during that period.

20 II. The FLSA Collective: All non-exempt employees of Defendant who worked in
21 the United States, but outside of California, at any time from December 22,
22 2018 through June 5, 2022, who were awarded restricted stock units that vested
23 at any time during that period and/or who received a sign-on bonus during that
24 period.

25 2. The Court certifies the California Class solely for purposes of Settlement pursuant
26 to Rule 23, Federal Rules of Civil Procedure, and certifies the FLSA Collective as a collective
27 action solely for purposes of Settlement, pursuant to section 16(b) of the Fair Labor Standards Act,
28 29 U.S.C. § 216(b).

EXHIBIT F

1 3. The Court designates Plaintiff Cody Bowlay-Williams as Class Representative, and
2 designates Michele R. Fisher and Daniel S. Brome of Nichols Kaster, LLP, and Charles Scalise of
3 Ross Scalise Law Group, P.C. as Class Counsel.

4 4. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* (“CAFA”), not
5 later than ten days after the Parties’ joint motion seeking preliminary approval of the Settlement
6 was filed in court, Defendant served upon the Attorney General of the United States and the
7 appropriate state official of each state in which a Class Member resides a notice of the Settlement
8 consisting of: a copy of the pleadings in this action; a notice of the scheduled judicial hearings in
9 this action; copies of the Notice; and the names of Class Members who reside in each state and the
10 estimated proportionate share of the Class Members in each state compared to the entire
11 Settlement. The notice of Settlement also invited comment on the Settlement. Accordingly, the
12 Court finds that Defendant has discharged its obligations under CAFA to provide notice to the
13 appropriate federal and state officials.

14 5. In addition to the notice to the Class and the CAFA notice described above, the
15 California Labor and Workforce Development Agency (the “LWDA”) was given timely notice of
16 the Settlement pursuant to the California Labor Code Private Attorneys General Act (“PAGA”),
17 Cal. Lab. Code § 2699(l)(2). The notice of Settlement invited comment on the Settlement. The
18 Court finds and determines that this notice of the Settlement was timely, adequate, and compliant
19 with PAGA.

20 6. Pursuant to the Preliminary Approval Order, a Notice of Proposed Class and
21 Collective Action Settlement and Final Approval Hearing was sent to each Class Member. It
22 informed Class Members of the terms of the Settlement, their respective right to receive a
23 Settlement Share, their right to comment on or object to the Settlement, to opt in to the Settlement,
24 or to opt out of the Settlement and pursue their own remedies, and their right to appear in person
25 or by counsel at the final approval hearing and be heard regarding approval of the Settlement.
26 Adequate periods of time were provided by each of these procedures. **No Class Members** objected
27 to the Settlement as part of this notice process or stated an intent to appear at the final approval
28 hearing.

EXHIBIT F

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

6 8. For the reasons stated in the Preliminary Approval Order, the Court finds and
7 determines that the proposed classes meet all of the legal requirements for class and collective
8 action certification, and it is hereby ordered that the California Class is certified solely for purposes
9 of the Settlement pursuant to Rule 23, Federal Rules of Civil Procedure, and the FLSA Collective
10 is certified as a collective action solely for purposes of the Settlement, pursuant to section 16(b)
11 of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b).

12 9. [The Court overrules the objections raised by objecting Class Members.]

13 10. The Court further finds and determines that the terms of the Settlement are fair,
14 reasonable, and adequate to the Classes and to each Class Member, that the California Class
15 Members who have not opted out will be bound by the Settlement, that the Settlement is ordered
16 finally approved, and that all terms and provisions of the Settlement should be and hereby are
17 ordered to be consummated.

18 11. The Court finds and determines that the Settlement Shares to be paid to the
19 Participating Class Members (California Class Members who did not timely submit an Exclusion
20 Letter, and FLSA Collective Members who timely cash their settlement checks, thereby opting-in
21 to the Settlement), as provided for by the Settlement, are fair and reasonable. The Court hereby
22 gives final approval to and orders the payment of those amounts to be made to the Participating
23 Class Members out of the Net Settlement Amount in accordance with the Settlement.

24 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
25 Amount, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
26 hereby approves the payment of an incentive award to Plaintiff in the amount of \$3,000. This
27 shall be paid from the Maximum Settlement Amount.
28

EXHIBIT F

1 13. Pursuant to the authorities and argument presented to the Court, the Court approves
2 the payment of attorneys' fees to Class Counsel in the sum of \$2,092,250, plus costs and expenses
3 in the amount of \$16,700. This shall be paid from the Maximum Settlement Amount.

4 14. The Court further approves payment to the LWDA of \$37,500, and to California
5 Class Members of \$12,500, for their respective shares of the settlement of claims for civil penalties
6 under PAGA. This shall be paid from the Maximum Settlement Amount.

7 15. The Court orders that any payments made to FLSA Collective Members who are
8 not also members of the California Class, which are not cashed within 90 days of issuance shall
9 revert back to Google; FLSA Collective Members who do not cash their settlement checks by the
10 deadline will be foreclosed from and be deemed to have waived any right to participate in the
11 Action and the Settlement, but will not waive any other rights to otherwise pursue any claims.

12 16. The Court orders that if uncashed settlement checks for California Class Members
13 amount to more than \$60,000, those funds will be redistributed pro rata based on Settlement Shares
14 to California Class Members who timely cashed their settlement checks during the original check
15 cashing period.

16 17. The Court orders that if any funds remain from the contingency fund, from
17 uncashed checks to California Class Members if a redistribution is not required, or from uncashed
18 checks to California Class Members after a redistribution, that money shall be donated to the Legal
19 Aid at Work.

20 18. Without affecting the finality of this order in any way, the Court retains jurisdiction
21 of all matters relating to the interpretation, administration, implementation, effectuation, and
22 enforcement of this order and the Settlement.

23 19. Upon completion of administration of the settlement, the Settlement Administrator
24 will provide written certification of such completion to the Court and counsel for the parties.

25 20. The Court finds that in consideration of Plaintiff's awarded Class Representative
26 Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of
27 the date the Settlement becomes Final, except as provided below, Plaintiff releases any and all
28 known and unknown claims against Google and any of its past and present owners(s), officers,

EXHIBIT F

1 directors, managers, insurers, and attorneys (collectively, “Released Parties”), and waives the
2 protection of California Civil Code section 1542

3 21. The Court finds that in consideration for their awarded Settlement Shares, as of the
4 date the Settlement becomes Final, all California Class Members (other than those Class Members
5 who timely and validly elected not to participate in the Settlement) release all federal, state,
6 municipal, and local law claims for overtime due based on not including sign-on bonuses in the
7 regular rate, and overtime due based on not including restricted stock units in the regular rate,
8 along with liquidated damages, penalties, attorneys’ fees, and costs on those claims, against
9 Defendant (including its past and present owners(s), officers, directors, managers, insurers, and
10 attorneys) from December 22, 2017 through the date on which the Court grants preliminary
11 approval of the Settlement. In relation to the claims released above, the release will waive and
12 release all claims for failure to provide accurate itemized wage statements, failure to timely pay
13 wages, and claims brought under California Labor Code sections 201-203, 226, 510, 1194, 1198
14 and California Business and Professions Code sections 17200 et seq., the Industrial Welfare
15 Commission Wage Orders, the Fair Labor Standards Act (FLSA), 29 U.S.C. §§ 201 et seq., and
16 any other related federal, state or municipal law. In addition, all California Class Members,
17 regardless of whether they opt-out of the Settlement, release any and all PAGA Claims for civil
18 penalties related to the released claims, including claims under California Labor Code sections
19 201-203, 226, 510, 1194, 1198, and 2698 et seq. (the “California Class Members’ Released
20 Claims”).

21 22. The Court finds that in consideration for their awarded Settlement Shares, as of the
22 date the Settlement becomes Final, employees who are FLSA Collective Members who timely
23 cashed their settlement checks thereby opting into the Settlement release all federal, state,
24 municipal, and local law claims, including claims under the FLSA, for overtime due based on not
25 including sign-on bonuses in the regular rate, and overtime due based on not including restricted
26 stock units in the regular rate, along with liquidated damages, penalties, attorneys’ fees, and costs
27 on those claims, against Defendant (including its past and present owners(s), officers, directors,
28 managers, insurers, and attorneys) from December 22, 2018 through the date on which the Court

EXHIBIT F

1 grants preliminary approval of the Settlement for unpaid overtime wages (the “FLSA Collective
2 Members’ Released Claims”).

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

4 24. The parties shall bear his, her, its or their own respective attorneys’ fees and costs
5 except as otherwise provided in the Settlement.

6 **IT IS SO ORDERED.**

7 Dated: _____, 2023

8 The Honorable Phyllis J. Hamilton
9 District Court Judge