

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE (the “**Settlement**” or the “**Settlement Agreement**”) is entered into this 4th day of December, 2023 by and between Brennan Lawson, for himself and on behalf of the State of California as a private attorney general (the “**Plaintiff**”), and Meta Platforms, Inc., a Delaware corporation f/k/a “Facebook” (the “**Defendant**”). Plaintiff and Defendant shall be individually referred to as a “Party” and collectively as the “Parties.” This Agreement shall be effective on the date that it is both fully executed by the Parties and the Court has approved the Settlement (“**Effective Date**”).

RECITALS

WHEREAS, Plaintiff was previously employed by Defendant between July 9, 2018 and July 18, 2019;

WHEREAS, on March 3, 2022, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“**LWDA**”) and the Division of Occupational Safety and Health (“**Cal-OSHA**”) pursuant to Labor Code sections 2698, *et seq.* (“**PAGA**”) of Plaintiff’s intent to seek civil penalties under the PAGA against Defendant for violations of the Labor Code (the “**Initial Letter**”);

WHEREAS, on July 7, 2022, Plaintiff submitted a second letter to the LWDA and the DIR, notifying the LWDA and the DIR of the specific provisions of the Labor Code that Plaintiff alleged Defendant had violated (the “**Second Letter**,” and together with the Initial Letter, the “**PAGA Notices**”);

WHEREAS, on August 11, 2022, Plaintiff filed a complaint in this action (the “**Action**”) in San Mateo Superior Court, styled *Brennan Lawson v. Meta Platforms, Inc., et al.*, Case No. 22-CIV-03300, seeking civil penalties under California’s Private Attorney General Act (“**PAGA**”), alleging: (1) violations of the California Labor Code, including Sections 1102.5, 6305, 6306, 6308, 6310, 6317, 6317.8, 6319, 6400, 6401, 6402, 6403, 6404, 6406, 6407, 6423, 6427, 6428, and 6429, and (2) violations of the California Code of Regulations, Title 8, Sections 332.2 and 332.3 (the “**Complaint**”);

WHEREAS, on September 16, 2022, Defendant moved to compel arbitration of Plaintiff’s claims asserted in the Complaint, pursuant to an arbitration agreement that the Parties entered into on March 30, 2018;

WHEREAS, on May 25, 2023, the Court issued an order compelling arbitration of Plaintiff’s nonrepresentative PAGA claims and staying Plaintiff’s representative PAGA claims against Defendant pending further court order;

WHEREAS, Defendant, without any admission or concession whatsoever and despite believing (a) that it is not liable for the claims asserted against it in the Complaint and in the PAGA Notices; and (b) that it has good and meritorious defenses thereto, nevertheless agreed to enter into this Settlement Agreement to avoid further expense, inconvenience, and the distraction of

burdensome and protracted litigation and thereby to put to rest this controversy and avoid the risks inherent in complex litigation; and

WHEREAS, counsel for Plaintiff in the Action has considered the arm's-length settlement negotiations conducted by the Parties and, based on their investigation of the facts, review of applicable law, and analysis of the benefits that this Settlement Agreement affords to Plaintiff, have concluded that (a) the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to Plaintiff; and (b) it is in the best interests of Plaintiff to settle the claims raised in the Action pursuant to the terms and provisions of this Settlement Agreement in order to avoid the uncertainties of litigation and to ensure that the benefits reflected herein are obtained for Plaintiff.

NOW, THEREFORE, in consideration of the mutual promises, covenants, understandings and agreements contained in this Settlement Agreement, it is agreed by and between the Parties as follows:

1. **Consideration.** In full settlement of all claims asserted in the Action and in the PAGA Notices, and in consideration for Plaintiff signing this Settlement Agreement and complying with its terms, the releases contained herein, and Plaintiff's dismissal of the Action with prejudice, Defendant agrees to implement the following business practice enhancements within the timeframes set forth below to promote the wellness of California-based employees in its Global Response Operations organization who are exposed to user-generated content posted to Defendant's platforms for purposes of identifying where such content was being shared and to determine whether such content should be removed from Defendant's platforms (the "**GRO Team**"):

(a) Within ninety (90) days from the Effective Date:

(i) Defendant will continue to maintain a suite of Wellbeing Preferences (as defined below) in its Single Review Tool and Centra tools (collectively, the "**Review Tools**") by allowing employees in the GRO Team the ability to set the following tooling enhancements to "On" or "Off" by default for images and videos on demand subject to review (the "**Wellbeing Preferences**"):

- a) Viewing images in black and white;
- b) Blurring images;
- c) Blurring video preview; and
- d) Auto-muting videos on start.

(ii) Defendant will maintain a team of well-being coaches sufficient in number such that employees in the GRO Team shall have reasonable access to one-on-one wellness coaching sessions during onboarding and throughout employment.

(iii) Defendant will continue to provide employees in the GRO Team whose work involves significant exposure to graphic content access to dedicated clinicians. Such

access to dedicated clinicians shall be in addition to mental health benefits and employee assistance program services that all of Defendant's U.S.-based employees receive.

(iv) For positions within the GRO Team that involve significant work with graphic content, Defendant will continue to specify in job descriptions for such positions that the role includes such work.

(v) Defendant will continue to assess resiliency as part of its recruitment and hiring processes for roles within the GRO Team that involve significant exposure to graphic content.

(vi) Defendant will implement onboarding guidance for employees in the GRO Team that includes content related to well-being, best practices, and information regarding available resources.

(vii) Defendant will provide the GRO Team with training regarding the Wellbeing Preferences to promote further awareness and use of the Wellbeing Preferences.

(viii) Defendant will provide manager resources focused on upskilling managers' knowledge, skills, and behaviors associated with employee mental health.

(b) Within twelve (12) months from the Effective Date:

(i) Defendant will make the following enhancements to the Wellbeing Preferences in the Review Tools:

- a) Add a rotoscope filter option for videos and images for the GRO Team;
- b) Augment and/or implement face-blocking functionality as a filter option for images and videos;
- c) Enable defaults for Wellbeing Preferences to be customized by content type;
- d) Set default setting to "on" for core Wellbeing Preferences for certain content types, including graphic violence, sexual abuse and exploitation, and child sexual abuse material;
- e) Implement prompts to encourage usage of Wellbeing Preferences and develop workflows to help users learn and set up their Wellbeing Preferences within the Review Tools; and
- f) Implement processes to periodically obtain feedback on the effectiveness of the Wellbeing Preferences and potential opportunities for enhancement.

(ii) Defendant will develop and implement a suite of operational and structured guidelines for employees within the GRO Team working with graphic content that include guidance and best practices related to breaks, work methodologies, equipment, and training.

(c) On an ongoing basis:

(i) Defendant will consider introducing a twelve (12)-month post-employment employee assistance program-type benefit offering that includes mental health support to departing members of the GRO Team.

(ii) Defendant will continue to invest in innovative ways to use technology to limit exposure and reduce the potential impact of exposure to graphic content in the Review Tools.

(iii) Defendant will work on developing approaches to further increase awareness, adoption, and usage of Wellbeing Preferences in the Review Tools.

(iv) Defendant will continue to evolve the scope and audience of its well-being coaching program, with a focus on reinforcing preventative practices, developing resiliency skills, and providing psychoeducation to increase understanding of psychological health in the workplace.

(v) Defendant will continue to work with its mental health providers to ensure clinicians have industry-specific knowledge.

(vi) Defendant will continue to review established employer processes (i.e., accommodations, transfers, etc.) and consider supplementing those processes as needed in order to further support GRO Team employees whose roles require exposure to graphic content.

(vii) Defendant will continue to invest in and refine standardized requirements around job description language, interview processes and assessments, and onboarding processes for teams with responsibilities substantially similar to the GRO Team that involve exposure to graphic content.

(viii) Defendant will continue to enhance its training curriculum for employees within the GRO Team who work with graphic content, with a focus on practices to limit potential impacts of the work and methods to obtain support when needed using the resources dedicated to that population.

2. **Court Approval.**

(a) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's counsel, Collier Law Firm LLP ("**PAGA Counsel**"). PAGA Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Emily Johnson Henn of Covington & Burling LLP for review and approval prior to filing. The Parties will cooperate in obtaining an order from the Court approving this Settlement Agreement and dismissal of the

Action based thereon, as described herein. The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement.

(b) Because this Action includes a PAGA Claim, this Settlement Agreement requires the Court's review and approval. *See* Cal. Labor Code § 2699(1)(2). The Parties expressly agree that the Court's approval of the Settlement Agreement is a condition precedent to any of the consideration described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant dismissal of the Action and closure of the case based on the Settlement Agreement with prejudice, the entirety of this Settlement Agreement shall be null and void.

(c) Plaintiff agrees to file an ex parte Motion for Approval of PAGA Settlement and for an Order approving this Settlement Agreement no later than December 11, 2023.

(d) If the Court does not grant the request for approval and issue a final order that dismisses the Action, including the PAGA Claim, with prejudice, the Parties agree to meet and confer to address any concerns the Court has and to determine whether the Parties can obtain a resolution of the Action in a manner consistent with the Court's concerns. Under no circumstances may a modified settlement be entered by the Court without a written agreement signed by both parties.

3. Notices to the Labor Workforce and Development Agency and Division of Occupational Safety and Health.

(a) Plaintiff must submit a copy of this Settlement Agreement to the LWDA and Cal-OSHA at the same time that it is submitted to the Court pursuant to California Labor Code section 2699.

(b) Plaintiff must submit a copy of the Court's judgment in this Action within ten (10) days after entry of the judgment or order pursuant to California Labor Code section 2699.

(c) If Plaintiff fails to satisfy these conditions, the Settlement shall be voidable at Defendant's option.

4. **Release.** Upon the Effective Date, Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Defendant, including Defendant's parent corporation, affiliates, divisions, predecessors, insurers, successors and assigns, and its current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and its employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plan and programs (collectively, the "***Released Parties***") to the fullest extent permitted by law, from all claims, transactions, or occurrences including, but not limited to, all claims that were, or could have been alleged, based on the facts contained in the Complaint and the PAGA Notices, and for civil penalties under the PAGA, as well as any interest, fees, and costs available under the PAGA, based on the factual allegations in the Complaint or the PAGA Notices, or what could have been alleged based on the facts alleged in the Complaint and

in the PAGA Notices between March 3, 2021 through August 18, 2023. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that this release shall be and remain in all respects, notwithstanding such different or additional facts or law or Plaintiff's discovery of them. Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, 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 HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5. **No Transfer/Assignment of Claims.** Plaintiff warrants and represents that Plaintiff has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by Plaintiff in this Settlement.

6. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

7. **Costs and Fees.** Each Party solely is responsible for any fees and costs they or it has incurred including, but not limited to, fees for attorneys. Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff arising out of or in any way related to the matters released herein.

8. **Governing Law and Interpretation.** This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. The Court shall retain jurisdiction over the Parties to enforce the terms of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect. In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach.

9. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties or their counsel wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

10. **Advice of Attorney.** Plaintiff acknowledges that Defendant, through PAGA Counsel, encouraged Plaintiff to seek independent representation or legal counsel regarding the rights waived by this Agreement, and was given a full and fair opportunity to become legally informed about the legal impact of this Settlement Agreement before signing this Settlement Agreement. Plaintiff is represented by counsel experienced in this type of matter, and this

Settlement Agreement was reached after extensive negotiations. Plaintiff represents and warrants that in executing this Settlement Agreement, he has had the opportunity to have the terms of this Settlement Agreement and its consequences completely explained to him by his attorney, and fully understands the terms and consequences of this Settlement Agreement.

11. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

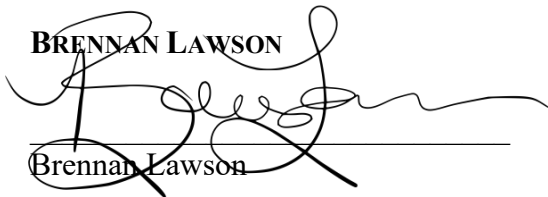
(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties prepared it jointly.

(d) If Plaintiff or Defendant fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below:

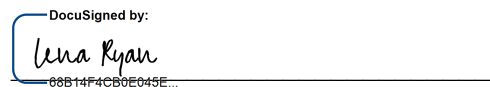
BRENNAN LAWSON


Brennan Lawson

Nov 28, 2023

Date

META PLATFORMS, INC.

DocuSigned by:

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By: Lena Ryan

Title: Director and Associate General
Counsel, Labor and Employment

12/4/2023

Date