

Genie Harrison, SBN 163641
Mia Munro, SBN 281317
GENIE HARRISON LAW FIRM, APC
523 W. 6th Street, Suite 707
Los Angeles, CA 90014
T: 213.805.5301 F: 213.805.5306
genie@genieharrisonlaw.com
mia@genieharrisonlaw.com

Nicholas W. Sarris, SBN 242011
Talya T. Deluya, SBN 337012
JML LAW, APLC
5855 Topanga Canyon Boulevard, Suite 300
Woodland Hills, CA 91367
T: 818.610.8800 F: 818.610.3030
nsarris@jmlaw.com
tdeluya@jmlaw.com

Attorneys for Plaintiff

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/28/2025 3:22 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JANE DOE 1, individually and on behalf of
others similarly situated; and JANE DOE 2,
individually and on behalf of others similarly
situated,

Plaintiff,

vs.

NIANTIC, INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

CASE NO. 23STCV15935

Assigned to Hon. Elihu M. Berle, Dept. 6

**DECLARATION OF NICHOLAS SARRIS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

[Filed concurrently with Memorandum of
Points & Authorities; Declaration of Genie
Harrison; Proposed Order]

Date: TBD

Time: 8:30 a.m.

Location: Dept. 6

Action filed: July 7, 2023

Trial date: None

1 6. On October 12, 2023, Niantic filed a motion to compel Plaintiffs into arbitration and to
2 strike the class allegations, which Plaintiffs opposed. On November 21, 2023, the Honorable Elihu Berle
3 denied Niantic's motions in their entirety. The Court held that (1) all of Plaintiffs' claims are claims of
4 sexual bias that are expressly exempted from the arbitration agreement drafted by Niantic, and that (2)
5 regardless of the language of the arbitration agreement, the FAA, as amended in 2022 by the Ending
6 Forced Arbitration Act, entitles Plaintiffs to litigate this matter in its entirety.

7 7. On December 20, 2023, Niantic appealed the Court's denial of the motions to compel
8 arbitration. Niantic has filed its opening brief, and Plaintiffs have filed their opening brief. Niantic then
9 asserted that the automatic stay pending Niantic's appeal of the denial of the motion to compel
10 arbitration and to strike the class allegations stayed discovery of the claims subject to appeal, including
11 the class allegations.

12 8. On February 12, 2024, Plaintiffs retained expert labor economist David Neumark, Ph.D
13 and economist Phil Johnson, Ph.D., who is Managing Director of EconOne, to analyze Niantic's
14 substantial employment data and information for Plaintiffs' gender discrimination and equal pay
15 violations claims, and to inform settlement negotiations.

16 9. On February 29, 2024, Niantic filed a demurrer to Plaintiff's Second Amended
17 Complaint and a motion to strike Plaintiff's Second Amended Complaint while Plaintiffs filed a Motion
18 to Lift the Automatic Stay of claims that were subject to appeal. The motions have been fully briefed by
19 both parties; however, the Court has yet to render its rulings in light of the parties' request to delay
20 rulings while settlement negotiations ensued. The Court currently has the motions set for hearing on
21 April 29, 2025.

22 10. Despite the Parties' disagreement on whether the automatic stay applied to the class
23 allegations, all Parties pursued informal discovery in the litigation of the Class Action to determine
24 whether early resolution was possible. Plaintiffs and Defendant exchanged over 3,000 documents,
25 including employee compensation records, performance evaluations, hiring documents, and employment
26 policy and practices records. The Parties participated in numerous conferences to ensure the sufficiency
27 of the information in order to conduct an informed and thorough negotiation.
28

1 11. From June 20, 2024, through September 26, 2024, Niantic produced to Plaintiffs its
2 compensation data, including base wages, bonuses, incentive wages, and equity, paid or awarded to all
3 California employees during the class period up through May 29, 2024. Additionally for the same
4 employees during the same time period, Niantic produced records of employees' identified gender, race,
5 business titles, job levels, departments, and dates of employment. Plaintiffs' experts conducted extensive
6 regression analyses of the employment data, discussed those regression analyses with Plaintiffs' counsel
7 over multiple meetings, and discussed and analyzed the information provided by Niantic regarding its
8 own experts' regression analysis of the data.

9 12. Additionally, between July 7, 2023, and August 20, 2024, Plaintiffs' Counsel interviewed
10 approximately 40 current and former Niantic employees regarding alleged gender pay disparities, gender
11 discrimination, and sexual harassment at Niantic.

12 13. On August 21, 2024, all Parties attended a private mediation with Hon. Daniel J. Buckley
13 (Ret.), who previously served in the following positions in the Los Angeles County Superior Court: the
14 Supervising Judge of the East District, the Supervising Judge of the Civil Department, the Assistant
15 Presiding, Presiding Judge in 2017 and 2018, and concluding his judicial career at the prestigious
16 Complex Courts. The mediation ended when the Parties determined that they would not be able to
17 obtain a reasonable resolution of the matter on that day.

18 14. After several months of continued negotiations through Judge Buckley, on March 7,
19 2025, the Parties executed the Settlement Agreement.

20 15. Based on their independent investigation and evaluations, Plaintiffs' Counsel believe that
21 the terms set forth in the Settlement Agreement are fair, reasonable and adequate, and that the
22 Settlement Agreement is in the best interest of the Class in light of all known facts and circumstances,
23 including the risks of not succeeding at class certification and on the merits, the risk of significant delay,
24 defenses asserted by Niantic, and numerous potential appellate issues. Niantic and its counsel are also
25 willing to settle the case due to the uncertainty and risks of litigation and the time and expense
26 associated with litigating the claims through trial and any appeals, agreeing that the Settlement
27 Agreement is fair and in the best interest of the settlement class and each class member. The Settlement
28 Agreement is filed herewith.

1 16. The Settlement Agreement contains all the material terms of the settlement, including the
2 manner and form of notice to be given to the Class, as well as the contingencies or conditions to the
3 Settlement's final approval. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement
4 Agreement, which includes the Class Notice and the Allcoation Plan.

5 17. The settlement reached in this case provides both tangible and intangible benefits to the
6 class members. Class members will receive substantial compensation for equal pay violations,
7 discrimination, harassment, and retaliation, and class members who are current employees will receive
8 the benefit of significant programmatic relief.

9 18. The monetary relief of at least \$4,841,000.00 (exclusive of fees and costs), will be
10 offered to approximately 406 current and former female employees of Niantic from four years prior to
11 the filing of the class allegations through the date of preliminary approval. The relief would compensate
12 the class members for the alleged gender pay disparities and other wage loss resulting from sex
13 discrimination, emotional distress damages for discrimination and harassment, PAGA penalties, and
14 other non-wage payments related to the settlement. Up to \$3,057,355 will be used for costs, attorneys'
15 fees for Class Counsel, class administration fees and for PAGA penalties to the DLSE. If no members of
16 the class seek to be excluded, the average recovery per class/group member is estimated to be
17 approximately \$11,924.

18 19. The programmatic relief, which provides for an independent economic expert to analyze
19 ongoing equal pay disparities to the extent they exist and Niantic to determine appropriate remedies, in
20 addition to other robust procedures to eliminate gender discrimination in the workplace, will also benefit
21 the class members who are current and future female employees and agency workers for Niantic.

22 20. Class Counsel believes that the settlement fairly and adequately compensates the class
23 members and provides strong programmatic relief. The consideration the class members will receive for
24 the release of the class members' claims made in this matter is reasonable in light of the strengths and
25 weaknesses of the claims and the risks involved in this litigation.

26 21. The parties have agreed to the certification of a plaintiff class (or Group/Class Member)
27 defined as "all current or former female employees who worked in California from July 7, 2019 through
28 the date of Preliminary Approval of the Settlement in this Action." Female is defined as: (a) any person

1 who identified as female during their employment with Niantic; (b) any person whom Niantic identified
2 as female during their employment at Niantic.”

3 22. Within 35 calendar days after preliminary approval, Niantic will provide the Claims
4 Administrator with the name and last known telephone number, address and social security number for
5 all class members, which will be used to send the Notice of Settlement and related forms to all class
6 members. The list will also identify class members who have executed general releases and the amounts
7 received in exchange for those releases.

8 23. No later than 49 calendar days from the date the Court enters an Order granting
9 preliminary approval, the Claims Administrator will email and mail via First Class mail a Notice Packet
10 to each person on the Class List at their last known physical address and email address. The Notice will
11 include information regarding the nature of the actions, a summary of the substance of the Class
12 Settlement terms, the Group/Class definition, each Group/Class Member’s employment dates, estimated
13 settlement share and PAGA Payment, the procedure for opting out or objecting to the Class Settlement,
14 and the date for the Final Approval Hearing. The Claims Administrator will also set up a dedicated
15 website for disclosure and receipt of information to and from Group/Class Members. The Claims
16 Administrator will trace through search databases all Group/Class Members for whom the mail, email or
17 message was returned undelivered and will send a Notice Packet to any discovered email or physical
18 addresses.

19 24. In the event the Notice procedures are followed and the intended recipient of a Notice
20 and/or Claim Form still does not receive the Notice and/or Claim Form, the intended recipient shall
21 remain a Settlement Group/Class Member and will be bound by all terms of the Settlement Agreement
22 and by any Final Judgment entered by the Court if the Settlement Agreement is approved by the
23 Superior Court. The Parties agree that this procedure is the best notice practicable under the
24 circumstances.

25 25. The Settlement Awards allocated to each Settlement Class Member shall be determined
26 as follows:

27 **Equal Pay/FEHA Allocation:** Plaintiffs’ labor economist, Dr. Neumark, prepared a statistical
28 model for mediation in this action, with separate estimates for the Equal Pay Act (EPA) Claims and the

1 Fair Employment and Housing Act (FEHA) Claims. The allocation will be based on these figures
2 (which Niantic continues to dispute including via a retained expert who determined using the applicable
3 data that there is no statistically significant differential whatsoever, and does not concede that there is
4 any pay differential between its employees and expressly denies that there is or was at any time and
5 expressly denies any wrongdoing or legal liability), and proceed as follows:

6 1. For each Participating Settlement Class Member, calculate the dollar value of Dr. Neumark's
7 calculated 2.71% statistical differential for EPA Claims, which Niantic disputes, considering the
8 Participating Settlement Class Member's salary, lump sum payments, and annual bonuses paid from
9 July 7, 2019, through December 31, 2024, with interest at 10% per year added, plus an equal amount to
10 be added as liquidated damages. This will be referred to as the "EPA Share."

11 2. For each Participating Settlement Class Member, calculate the dollar value of Dr. Neumark's
12 calculated 4.33% statistical differential for FEHA Claims, which Niantic also disputes, considering the
13 Participating Settlement Class Member's salary, lump sum payments, and annual bonuses paid from
14 July 7, 2019, through December 31, 2024, with interest at 10% per year added. This will be referred to
15 as the "FEHA Share."

16 3. The resulting total for each Participating Settlement Class Member will be referred to as their
17 "Combined Share."

18 4. The Combined Shares for all Participating Settlement Class Members will be added together
19 (referred to as the "Total Combined Shares"), and each Participating Settlement Class Member's
20 percentage of the Total Combined Shares will be calculated by dividing each Class Member's Combined
21 Share by the Total Combined Shares. That percentage for each Class Member will then be multiplied by
22 the amount of the Net Settlement Fund after deduction for the PAGA payments described below.

23 5. For Settlement Class Members who signed a release with Niantic, 65% of the amount of
24 severance they received in their release agreement will be subtracted from their Combined Share.

25 **PAGA Allocation:** \$100,000 will be allocated as PAGA penalties. Of that, \$65,000 (65%) will
26 be paid to the LWDA for the government's share of PAGA penalties and \$35,000 (35%) will be paid to
27 the PAGA Group Members.

1 26. The Notice shall provide that Group/Class Members who wish to object to the Settlement
2 must file with the Superior Court and serve on counsel for the Parties a written statement objecting to
3 the Settlement. Such written statement must be filed with the Superior Court and served on counsel for
4 the Parties no later than sixty (60) after Notices are sent to the Class Members (the “Objection/Exclusion
5 Deadline Date”); however, the Court may hear belated objections at its discretion up to and including at
6 the Final Approval Hearing. Group/Class Members who do not opt out of the Class Settlement will not
7 have an opportunity to object to the Class Settlement and will be explicitly informed as such in the
8 Notice and in any opt-out statement.

9 27. The Notice shall provide that Group/Class Members who wish to exclude themselves
10 from the Class must submit a written statement requesting exclusion from the Class no later than sixty
11 (60) days after the date on which Notices are sent to the Class Members although the Court may hear
12 late objections at its discretion (“Objection/Exclusion Deadline Date”). Any Group/Class Member who
13 submits a timely and valid request for exclusion from the Class Settlement will only be entitled to the
14 PAGA Payment if they are a PAGA Group Member under the Settlement and will not release any of the
15 individual claims brought in the Class Action. Group/Class Members who fail to submit a valid and
16 timely request for exclusion on or before the Objection/Exclusion Deadline Date shall be bound by all
17 terms of the Settlement and any Final Judgment entered in the Class Action, if the Settlement is
18 approved by the Superior Court.

19 28. Any Group/Class Member who does not timely object or request exclusion from the
20 Settlement will be a Settlement Group/Class Member and will receive a Settlement Award.

21 29. If the settlement is approved by this Court, this Court will enter final judgment whereby
22 the Parties will enjoy a release of solely the claims and allegations made in the Class Action as set forth
23 in the Settlement Agreement, and the Class Counsel will apply for an award of fees and expenses.
24 Subject to Court approval, Niantic has agreed to pay up to \$2,664,000.00 in attorneys’ fees to Class
25 Counsel, and up to \$200,000.00 in litigation costs, from the Settlement Sum. Group/Class Members will
26 not be personally liable for the for any attorneys’ fees or costs awarded by the Court, nor will any such
27 award affect Group/Class Members’ rights under the Settlement Agreement.
28

30. Up to \$150,000 has been segregated for the payment of Settlement Administrator costs. The Parties have agreed to utilize Simpluris as the Class Administrator. Attached hereto as **Exhibit 2** is a true and correct copy of the proposal received by Simpluris to administer the Settlement.

31. Each of the criteria for class certification is clearly satisfied herein.

32. **Numerosity** – California law requires the class to be so numerous that utilization of the class action procedure will inure to the benefit of the judicial system. *See Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 470. Where, as here, the number of persons in the proposed class total approximately 406 employees, Numerosity is satisfied for purposes of settlement.

33. **Ascertainability** – Under California law, the class must be ascertainable. *Noel v. Thrifty Payless* (2019) 7 Cal.5th 955. This requirement is satisfied if the class definition is stated “in objective characteristics and common transactional facts” such that “identification of the class members [is] possible when . . . necessary.” *Id.* at 980. Here, no later than thirty-five days after the Court grants preliminary approval of the Class Settlement, Niantic will provide the claims administrator with names of all female employee class members based on its personnel records. Additionally, persons will have the opportunity to contact the parties if they are misidentified or mistakenly excluded.

34. **Commonality** – California law also requires that “questions of law or fact common to the class [be] substantially similar and predominate over the questions affecting the individual members.” Cal. Civ. C. § 1781(b)(2). Common issues predominate when they would be “the principal issues in any individual action, both in terms of time to be expended in their proof and of their importance.” *Vasquez*, 4 Cal.3d at 810. Common questions need only be “sufficiently pervasive to permit adjudication in a class action rather than in a multiplicity of suits.” *Id.* Commonality is satisfied if there is one issue common to class members. *See Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1019. Here, common issues include whether Niantic systematically paid its female employees less than similarly situated male employees, systematically provided its female employees with fewer employment opportunities (including promotion) than its male employees, maintained a hostile work environment for female employees through action by high level management and through failure to appropriately respond to complaints of hostile work environment. Class Counsel’s expert statistical analysis conducted on Niantic’s compensation records for employees (which Niantic disputes including via retained

experts) revealed statistically significant disparities between female and male employees and contractors when controlling for department, business title, office location, and tenure. Because there are common issues, this requirement is satisfied for purposes of settlement.

35. **Typicality** – In this case, the Class Representatives’ claims are precisely the same as those of the class they seeks to represent: like other members of the Class, they are females who were employed by and/or working for Niantic in California during the relevant time period, worked with and allege they were paid less than similarly situated male employees per Class Counsel’s expert analysis, and allege they were subjected to sexual harassment and retaliation for opposing sexual harassment.

36. No conflicts, disabling or otherwise, exist between the Class Representatives because they have allegedly been damaged by the same alleged conduct (equal pay violations, gender discrimination, hostile work environment, and retaliation), and have the incentive to fairly represent all class members’ claims to achieve the maximum possible recovery. Plaintiffs stand in the same shoes as the other class members with the same incentives to maximize the overall recovery. *See Richmond*, 29 Cal.3d at 473; *Harrison v. Bd. of Supervisors* (1975) 44 Cal.App.3d 852, 863.

37. Indeed, Plaintiffs declined severances offered to them shortly before filing this matter so that they may pursue these claims. Plaintiffs are informed of their duties and obligations as class representatives and have put the class interest before her own throughout the litigation.

38. Class Counsel are experienced class action attorneys, have been appointed as lead counsel in class and multi-plaintiff actions, and have a successful track record in litigating class actions. Class Counsel were nominated as Attorneys of the Year in 2024 by the Consumer Attorneys of California for their work on the Riot Games equal pay and FEHA class action, over which this Honorable Court presided.

39. After a thorough investigation, interviews of approximately 40 employees, retention by two class and PAGA representatives, the production of thousands of pages of documents, including compensation records for the class members, and numerous formal settlement discussions through a professional mediator, the parties arrived at terms that they viewed as in the best interests of both the Class Members and the parties.

1 40. This proposed settlement satisfies the standard for preliminary approval as it is well
2 within the range of possible approval, it is a result of thorough arms-length negotiations and extensive
3 investigation, and there are no grounds to doubt its fairness. The settlement also meets the standards
4 articulated in *Kullar*.

5 41. This proposed settlement is the product of arm's-length negotiations and extensive
6 investigation. The parties conducted an extensive investigation of the facts and law, including reviewing
7 and analyzing thousands of pages of documents, and interviewing approximately 40 witnesses,
8 extensively interviewed the two Plaintiffs in this matter, and retained two experts who extensively
9 analyzed the compensation records in this matter. As the documents produced were extensive, Class
10 Counsel and their experts were required to spend an extensive amount of time reviewing and analyzing
11 the records.

12 42. The settlement was reached only after the parties attended private mediation and then
13 negotiated over the course of an additional six months, including with expert presentations to the
14 mediator. Here, the litigation has been hard-fought with aggressive and capable advocacy on both sides,
15 and Class Counsel and Niantic agree that the settlement is fair. Accordingly, the decision to settle did
16 not occur until Class Counsel possessed sufficient information to make an informed judgment regarding
17 the likelihood of success on the merits and the results that could be obtained through further litigation.

18 43. At the Final Approval Hearing, Plaintiffs' Counsel will request that the Court approve an
19 incentive award of \$40,000 to each Class Representative, to recognize their time and effort on behalf of
20 the Class, including foregoing substantial severance offers so that they could prosecute this case,
21 obtaining counsel, assisting Counsel in the preparation of the lawsuit including attending dozens of
22 hours of discussions with Counsel about the class claims and identifying witnesses to contact and
23 interview, assisting in the prosecution, attending mediation and releasing all potential individual claims
24 against Niantic, including statutory and common law claims of retaliation and wrongful discharge.
25 Accordingly, the \$40,000.00 payment per Class Representative is appropriate and justified as part of the
26 Settlement.

27 44. The proposed settlement herein has no "obvious deficiencies" and is well within the
28 range of possible approval. All settlement members will receive an opportunity to participate in and

1 receive payment. The amount payable to each participating Group/Class Member will depend on the
2 financial losses they suffered during their employment as determined by Plaintiff's experts, the years
3 that they worked for Niantic, and the total compensation they were paid during the Class Period.

4 45. The amounts calculated as described above will be the Settlement Class Members' Gross
5 Settlement Amounts. Each Settlement Amount will be comprised of approximately 50% as wages for
6 disparities based on gender/sex, and 50% for personal injury, liquidated damages, and PAGA penalties.
7 The Class Administrator shall withhold each Settlement Class Member's share of all applicable payroll
8 taxes from the payment allocated to wages and remit the Settlement Award to the Settlement Class
9 Members in accordance with the terms of the Agreement.

10 46. The fees and costs which Class Counsel seeks are also reasonable considering their
11 successful prosecution and resolution of this action, to be awarded upon application to the Court.
12 California state and federal courts have long recognized that an appropriate method for determining the
13 award of attorneys' fees is based on a percentage of the total value of benefits afforded class members
14 by the settlement. *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Vincent v. Hughes Air West, Inc.* (9th Cir.
15 1977) 557 F.2d 759, 769. This principle was very recently affirmed by the California Supreme Court in
16 *Laffitte v. Robert Half International Inc.* (Aug. 11, 2016) 231 Cal.App.4th 860, Slip op. at 30-31. Here,
17 Class Counsel has agreed to seek no more than \$2,644,000 from the Court for their attorneys' fees. That
18 makes up 33.3% of the total settlement sum, which California courts have approved in other similar
19 class actions. *Wellens v Daiichi Sankyo Inc.* (N.D. Cal. Feb. 11, 2016) (awarding 35% of class
20 settlement to attorneys for fees in employment equal pay class action); *Pan v Qualcomm Inc. et al.* (N.D.
21 Cal. July 31, 2017) (awarding 29.6% of class settlement to class counsel for attorneys' fees in equal pay
22 class action); *Stanley Donen Films v Twentieth Century Fox Film Corporation* (L.A. Sup. Ct., Apr. 9,
23 2018) (awarding 33.3% of class settlement to class counsel for attorneys' fees in contract/consumer
24 class action); *Monterosa v. Precision Machine & Engineering L.L.C.* (L.A. Sup. Ct., 2018) (awarding
25 33.3% of class settlement to class counsel for attorneys' fees in employment wage and hour class
26 action).

27 47. Another factor in determining a reasonable fee award is the experience and expertise of
28 class counsel. Class Counsel have litigated multiple class action and multi-plaintiff cases, and are

sophisticated employment law attorneys having devoted their entire careers to employment and civil rights law, and having received recognition on a national and state level for their advocacy for employees.

48. The Parties have stipulated that the Court will determine the attorneys' fees award to Class Counsel of up to approximately \$2,664,000.00 (33.3%) of the Settlement Sum, and Class Counsel's recovery of their actual costs of litigation up to \$200,000.00.

49. Niantic has argued that a significant portion of putative class members are bound by arbitration agreements with class waivers, which would make certification of a class unlikely.

50. Niantic has also argued that Plaintiffs' case suffers from several individualized issues which would further limit the likelihood proving any systemic or class wide pattern or practice. Niantic has asserted that to the extent any pay difference exists between genders, an individualized inquiry would be required to determine all the factors which have impacted a person's wage rate—including job performance, managerial discretion, different reporting structures, differential duties based on project, negotiations upon hire, and individualized experiences regarding hostile work environment. Niantic has contended that that the class members' skill, difficulty and scope of the job would require individualized analysis.

51. With respect to liability, Niantic has retained independent experts, and Niantic has asserted that those experts have confirmed that Niantic does not have any pay equity disparity.

52. With respect to damages, Niantic asserted that any potential recovery would be offset by the amount of severance or settlement payments women received in exchange for executing such agreements.

53. Niantic asserted that Plaintiffs cannot identify any uniform policy or practice of tolerating harassment, discrimination, or retaliation.

54. Niantic has also pursued an appeal of the Court's denial of Niantic's motion to compel arbitration.

55. Additionally, even were Plaintiffs to succeed on the merits of their causes of action on a class-wide basis, they likely would not obtain relief for the class for at least three years from now, conservatively accounting for at least one year before a jury trial and at least two years for the likely

1 appeals that would follow trial in this high-stakes matter. That would mean the class would likely have
2 to wait for at least three years for uncertain monetary and programmatic relief.

3 56. Plaintiffs and Class Counsel believe that they would prevail on the merits in this matter.
4 However, the real risk regarding class certification, release of claims by a significant amount of class
5 members by signing severance agreements, a low damages award even if the class is certified, and all
6 risks associated with jury trials make the class settlement achieved in this case outstanding.

7 57. As described above, the predominate claims faced significant challenges. Nevertheless,
8 Class Counsel's experts conducted extensive regression analysis of Niantic's compensation records that
9 found statistically significant disparities in pay between men and women (which Niantic continues to
10 adamantly deny, including through its own expert analysis). Based upon said discovery and
11 investigation, and disregarding the uncertainty, potential for appellate risks, challenges to obtaining class
12 certification and proving liability, and the substantial amount of class members who signed severance
13 agreements with general releases, Plaintiffs anticipate that, if successful at trial on all claims, the
14 economic damages would probably reasonably be in the range of \$18,544,224 to \$22,791,939, which
15 would equate to an average of approximately \$45,675.43 to \$56,137.78 per class member. Plaintiffs also
16 conducted interviews with many witnesses about the alleged work environment at Niantic. The hostile
17 work environment claim, which would primarily lead to emotional distress damages for the class, is
18 more difficult to evaluate monetarily because there is no instruction for a jury on how to evaluate
19 emotional distress claims monetarily. We also note that a similar case, *EEOC v Activision Blizzard*
20 recently resolved claims of sexual harassment similar to those presented here for \$18,000,000 for a class
21 of women substantially larger than in this case. Additionally, whether Plaintiffs would have been able to
22 achieve any injunctive relief in this matter is uncertain.

23 58. Approximately 406 class members will be paid the approximate net amount of
24 \$4,862,645.00, resulting in an average recovery of approximately \$11,924.00 per Settlement Class
25 Member if every single class member participates. This is a great result. The net settlement adequately
26 compensates the class members for the alleged violations.

27 59. The proposed Class Notice is accurate, informative, and readable by the average person.
28

60. It is written in simple, plain language, and provides key information about the settlement so that the Class can choose what to do, as well as the date, time, and place of the final settlement approval hearing. The Class Notice informs the Class that they will be bound by the judgment and that they have the right to appear in or be excluded from the Litigation. It further provides the deadline for submitting claim forms, objections and the process by which a party may appear or opt out of the Class. The Notice is written in English – the language that the class members (whom were Niantic’s employees and contractors based in California) used in their official communications with Niantic, and the language that Niantic used in its hiring, evaluation, and policy documents for all class members.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this March 27, 2025 in Los Angeles, California.

By:


NICHOLAS SARRIS

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JANE DOE 1, individually and on behalf of
others similarly situated; and JANE DOE 2,
individually and on behalf of others similarly
situated,

Plaintiff,

vs.
NIANTIC, INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

CASE NO. 23STCV15935

Assigned to Hon. Elihu M. Berle, Dept. 6

SETTLEMENT AGREEMENT

Action filed: July 7, 2023
Trial date: None

1 **I. INTRODUCTION**

2 Subject to approval by the Superior Court of California, County of Los Angeles (the
3 “Court”), this Settlement Agreement (“Settlement Agreement,” “Settlement” or “Agreement”)
4 sets forth the full and final terms by which Jane Doe 1 and Jane Doe 2 (“Plaintiffs”), on behalf of
5 themselves and members of the Settlement Class and the PAGA Group Members defined herein,
6 and defendant Niantic, Inc. (“Niantic”) (collectively, the “Parties”) have settled and resolved the
7 claims alleged in *Jane Doe 1 and Jane Doe 2 v. Niantic, Inc.*, Case No. 23STCV15935 (the
8 “Action”), as well as Plaintiffs’ PAGA Claims.

9 **II. NATURE AND RESOLUTION OF THE CASE**

10 **A. Relevant Procedural History**

11 Plaintiff Jane Doe 1 filed the original Class Action Complaint in this matter and the
12 Private Attorneys General Act (PAGA) notice with the Labor Workforce and Development
13 Agency regarding her PAGA claims in this matter on July 7, 2023. Jane Doe 2 joined the Class
14 Action and Plaintiffs filed the operative complaint in this Action, the Second Amended
15 Complaint, on September 28, 2023. The Second Amended Complaint alleges causes of action for:
16 (1) Violation of California Equal Pay Act (Labor Code § 1197.5(a)); (2) Retaliation in Violation
17 of California Equal Pay Act (Labor Code § 1197.5(k)); (3) Discrimination in Violation of the Fair
18 Employment & Housing Act (Cal. Govt. Code § 12940(a)); (4) Hostile Work Environment in
19 Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(j)(1)); (5)
20 Retaliation in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(h));
21 (6) Failure to Prevent Discrimination, Harassment, and Retaliation in Violation of the Fair
22 Employment & Housing Act (Cal. Govt. Code § 12940(k)); (7) Violation of Unfair Competition
23 Law (Bus. & Prof. Code § 17200, *et seq.*); and (8) Representative Action Pursuant to Labor Code
24 §§ 2698, *et seq.*

25 On November 21, 2023, the Court denied Niantic’s motion to compel arbitration and
26 strike class claims. On November 19, 2024, Niantic timely appealed the order and such appeal is
27 pending as of the date of this Settlement.

28 On August 21, 2024, mediator Hon. Daniel J. Buckley (ret.) mediated an all-day

1 mediation session between the Parties, After the mediation session, Judge Buckley continued to
2 work with the parties in many separate sessions. On February 6, 2025, Judge Buckley issued a
3 mediator's proposal. On February 10, 2025, the parties accepted the mediator's proposal.

4 **B. Nature Of Settlement**

5 This Agreement represents a compromise and settlement of highly disputed claims.
6 Niantic denies and continues to deny the allegations in Plaintiffs' complaints, including that it is
7 liable to Plaintiffs, the Settlement Class Members, or the PAGA Members under the EPA, the
8 UCL, FEHA, Labor Code, or any other applicable law; denies and continues to deny that it owes
9 damages to anyone; and denies and continues to deny that the Plaintiffs or Settlement Class
10 Members are entitled to the relief requested in the Second Amended Complaint. Nothing in this
11 Agreement is intended to or should be construed as an admission by Niantic that any of the
12 allegations in the complaints in the Action have merit, or that certification of the class alleged in
13 this case would be proper, or that the PAGA claims alleged therein are manageable; nor should it
14 be intended or construed as an admission by Plaintiffs that Niantic's defenses in the Action have
15 merit.

16 **III. GENERAL TERMS OF THE SETTLEMENT AGREEMENT**

17 **A. Definitions**

18 In addition to terms identified and defined elsewhere in this Settlement Agreement, and as
19 used in this Settlement Agreement, the terms below shall have the following meanings:

- 20 1. "Action" means the original and amended class action complaints filed in this
21 matter, and the allegations contained therein.
- 22 2. "Attorneys' Fees" means the amount approved by the Court for payment to Class
23 Counsel for attorneys' fees, as described in Section X herein.
- 24 3. "Class Period" means July 7, 2019 to the Preliminary Approval Date.
- 25 4. "Costs and Expenses" means the amounts approved by the Court to reimburse
26 class counsel for documented litigation costs and documented litigation expenses incurred in
27 connection with prosecution of the Action.
- 28 5. "Court" means the Superior Court of the State of California, County of San Los

Angeles.

6. “Defendant” or “Niantic” means Niantic, Inc.

7. “Defendant’s Counsel” means the law firm of Orrick, Herrington & Sutcliff LLP.

8. “Effective Date” means the date on which the Settlement becomes “Effective,” meaning that it has become “Final” as defined below, and either: (1) the California Court of Appeal has rendered a final judgment affirming the Court’s final approval without material modification and the date for further appeal or review has passed without further appeal or review; (2) the California Court of Appeal 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; (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; or (4) upon the date the Court grants final approval if no objections to the Settlement have been filed.

9. “Final Approval” means the date on which the Court grants final approval of the Settlement Agreement. “Final Approval Hearing” means the hearing at which the Court will determine whether to grant final approval of the Settlement Agreement.

10. “Gross Settlement Amount” is Eight Million Dollars (\$8,000,000). The Gross Settlement Amount is all-inclusive of all payments contemplated in this Settlement, other than the employer’s share of all applicable payroll taxes on amounts treated as wages.

11. “Information Form” means the letter sent to each Settlement Class Member and PAGA Group Member by the Settlement Administrator specifying the estimated Settlement Share and portion of the PAGA Payment that the Settlement Class Member or PAGA Group Member may be eligible to receive under the terms of this Agreement.

12. “Net Settlement Amount” means Settlement Fund, less all amounts paid for Attorneys’ Fees and Costs and Expenses, Class Representative Service Award Payments, the PAGA Payment, and the cost of settlement administration, as approved by the Court.

13. “Net PAGA Payment” means the PAGA Payment, less the attorneys’ fees awarded by the Court attributable to the PAGA payment.

14. “Notice of Settlement” means the Notice of Proposed Settlement of Class Action which is to be mailed directly to Settlement Class Members, substantially in the form attached hereto as Exhibit A.

15. “PAGA Claims” means the claims of the PAGA Group Members under the California Labor Code Private Attorneys General Act arising out of Plaintiffs’ allegations that Niantic violated the EPA, during the period running from July 7, 2022 through the Preliminary Approval Date (“PAGA Period”).

16. “PAGA Group Member” means “current and former female of Niantic” from July 7, 2022 through the Preliminary Approval Date, regardless of whether or not they opt out of the Settlement Class. Female is defined as: (a) any person who identified as female during their employment with Niantic; (b) any person whom Niantic identified as female during their employment at Niantic.

17. “PAGA Payment” is one hundred thousand dollars (\$100,000), which will be deducted from the Total Settlement Amount to resolve the PAGA Claims.

18. “Participating Settlement Class Member” means members of the Settlement Class who do not timely opt out.

19. “Plaintiffs” or “Settlement Class Representatives” means Plaintiffs Jane Doe 1 and Jane Doe 2 in the Action.

20. “Plaintiffs’ Counsel” or “Class Counsel” means the law firms of Genie Harrison Law Firm, APC and JML Law, APLC.

21. “Preliminary Approval” means the Order of the Court preliminarily approving this Settlement Agreement and the form of Notice to be sent to Class Members.

22. “Preliminary Approval Date” means the date the court enters Preliminary Approval.

23. “Released Parties” means Niantic, Inc. and any and all of its current, former, and future parents, divisions, subsidiaries and affiliated companies or entities, and any and all of their respective current and former officers, directors, employees, investors, insurers, administrators, representatives, partners, shareholders and agents, and any other predecessors and current or

1 future successors, assigns and legal representatives and their related persons and entities.

2 24. "Settlement Administrator" means _____, which has been jointly designated
3 by counsel for the parties to administer the Settlement Fund pursuant to Section IX below and
4 orders of the Court.

5 25. "Settlement Class" or "Settlement Class Member" means "all current or former
6 female employees who worked in California from July 7, 2019 through the date of Preliminary
7 Approval of the Settlement in this Action." Female is defined as: (a) any person who identified as
8 female during their employment with Niantic; (b) any person whom Niantic identified as female
9 during their employment at Niantic.

10 26. "Settlement Fund" means the Qualified Settlement Fund setup by the Settlement
11 Administrator, pursuant to this Settlement Agreement, including all interest earned thereon, to be
12 held, invested, administered, and disbursed pursuant to this Settlement Agreement.

13 27. "Settlement Share" means the portion of the Net Settlement Fund that each
14 Settlement Class Member is eligible to receive under the terms of this Agreement.

15 **B. Cooperation**

16 The parties agree that they will cooperate to effectuate and implement all terms and
17 conditions of this Settlement Agreement, and exercise good faith efforts to accomplish the terms
18 and conditions of this Settlement Agreement. The parties agree to accept non-material,
19 procedural changes to this Settlement Agreement if required by the Court in connection with
20 Final Approval of the Settlement, but are not obligated to accept material changes, including any
21 changes in the monetary amount of relief or the substantive programmatic relief provided for
22 herein, or any other substantive change.

23 Within fifteen (15) business days of the Parties' full execution of this Settlement
24 Agreement, Niantic's counsel will provide to Plaintiffs' Counsel the total compensation,
25 including base compensation and bonus payments, it paid to each Settlement Class Member for
26 their work through December 31, 2024, so that Plaintiffs' Counsel's expert may begin making
27 calculations necessary for the allocation of the Settlement Fund as described in Exhibit B.

28

1 **IV. COURT APPROVAL/NOTICE AND FINAL APPROVAL HEARING**

2 **A. Jurisdiction and Venue**

3 The parties agree that the Court has jurisdiction over the parties and the subject matter of
4 this Action and that venue is proper. The Court shall retain jurisdiction of this Action for the
5 purpose of entering all orders and judgments authorized hereunder that may be necessary to
6 implement and enforce the relief provided herein, including retaining jurisdiction to enforce the
7 programmatic relief provisions in the Agreement.

8 **B. Preliminary Approval**

9 1. Within fourteen (14) court days of the signing of this Agreement, Plaintiffs shall
10 file a motion with the trial court requesting the court to enter an order conditionally certifying the
11 Settlement Class for purposes of settlement only, preliminarily approving this Settlement
12 Agreement, and approving the Notice to be sent to Settlement Class Members describing the
13 terms of the Settlement and informing them of their rights to submit objections and to opt out.
14 The proposed notice is attached as **Exhibit A**.

15 2. Plaintiffs will provide Niantic with a draft of the Preliminary Approval motion at
16 least seven (7) business days in advance of filing that motion, and Niantic shall have the right to
17 review and comment on it and will provide said comments to Class Counsel no later than two (2)
18 business days before the filing deadline. Plaintiffs shall consider any such comments or proposed
19 revisions in good faith, and shall not unreasonably reject such comments or revisions.

20 **C. Notice and Final Approval Hearing**

21 1. Within thirty-five (35) days after the Preliminary Approval Date, Niantic will
22 provide to the Settlement Administrator the following information for each Settlement Class
23 Member and PAGA Group Member employed on or before the date of Preliminary Approval and
24 during the Class Period to the extent Niantic has such information in its possession: name,
25 employee ID number, last known address, last known email address, and last known telephone
26 number, dates of their employment at Niantic in California during the relevant class period, date
27 of termination (if any), all release agreements signed by the Settlement Class Member and PAGA
28 Group Members, the number of pay periods each PAGA Group Member worked in California

1 during the PAGA Period, and Social Security number (“Class List”). The Settlement
2 Administrator will keep this information confidential and not disclose it except as required to
3 administer the settlement. Class Counsel shall receive the same list without Social Security
4 numbers.

5 2. Within fourteen (14) days after receiving the Settlement Class Member and PAGA
6 Group Member information from Niantic, the Settlement Administrator will send to each
7 Settlement Class Member and PAGA Group Member the Notice of Settlement and an
8 Information Form (see Exhibit A, attached hereto) including the estimated Settlement Share that
9 the Settlement Class Member would be calculated to receive, the portion of the PAGA Payment
10 the PAGA Group Member would be calculated to receive, and the employment dates of Class
11 Member and PAGA Group Member in California informing those calculations, by first class
12 U.S. mail. Settlement Class Members and PAGA Group Members will have an opportunity to
13 dispute the employment dates provided in the notice including by providing the Settlement
14 Administrator documents such as pay stubs, schedules, and weekly logs.

15 3. The Settlement Administrator shall make the final determination regarding any
16 Class Member or PAGA Group Member dispute of calculated dates of employment in California
17 based on the written documentation submitted by Class Members and any materials submitted by
18 counsel for all Parties within five (5) calendar days of receipt of the Class Member’s notice of
19 dispute and supporting written documentation, and no later than prior to the Final Approval
20 Hearing. The Claims Administrator will inform Class Members who disputed their calculated
21 employment dates of the final determination.

22 4. Prior to sending the Notice of Settlement, the Settlement Administrator will update
23 Settlement Class Member and PAGA Group Member addresses through the United States Postal
24 Service National Change of Address (NCOA) service. In the event of returned or non-deliverable
25 notices, the Settlement Administrator will make reasonable efforts to locate Settlement Class
26 Members and PAGA Group Members and re-send the notices, including using Social Security
27 numbers to skip-trace. The Settlement Administrator shall also set up a website containing
28 information about the case, including the Second Amended Complaint, Settlement Agreement,

1 and the Notice of Settlement. Within twenty-five (25) days after the Notice of Settlement is
2 distributed, the Settlement Administrator shall inform the Parties of the number of mail notices
3 that were returned as undeliverable and for whom the Settlement Administrator has not been able
4 to determine a better address. The Settlement Administrator shall take steps to locate such
5 Settlement Class Members and PAGA Group Members, and may engage third-party vendors to
6 assist in that effort, if appropriate. The Settlement Administrator will maintain a log of its
7 activities undertaken pursuant to this section. The expenses of the Settlement Administrator shall
8 be paid by the Settlement Fund described at Section IX below.

9 5. Settlement Class Member objections to this Settlement Agreement, if any, must be
10 submitted in writing, and must include the basis of the objection, with any supporting facts or law
11 (“Notice of Objection”). To be valid, the Notice of Objection must contain the full name, address
12 and telephone number of the Settlement Class Member, and must be physically signed by the
13 Settlement Class Member. To be timely, Notices of Objection must be submitted to the
14 Settlement Administrator, postmarked or submitted to the website by the Settlement
15 Administrator, on or before sixty (60) days after the Notice of Settlement is mailed to Settlement
16 Class Members. The Settlement Administrator shall provide to all counsel on a weekly basis all
17 Notices of Objection that are timely received. No one may appear at the Final Approval Hearing
18 for the purpose of objecting to the Settlement Agreement without first having submitted a timely
19 Notice of Objection in writing postmarked or submitted to the website set up by the Settlement
20 Administrator filed on or before sixty (60) days after the Notice of Settlement was mailed to
21 Settlement Class Members. Settlement Class Members who do not timely and validly submit a
22 Notice of Objection will waive any and all rights to appeal from the Judgment, and the Judgment
23 therefore shall become final and non-appealable as to such Settlement Class Members at the time
24 Judgment is entered. Any objecting Settlement Class Member may withdraw her Notice of
25 Objection at any time. Class Counsel shall file with the Court all Settlement Class Member
26 Notices of Objection within five days of the deadline for submitting such objections to the
27 Settlement Administrator. Class Counsel agree not to encourage Settlement Class Members to
28 submit a Notice of Objection.

1 6. PAGA Group Members seeking to dispute the allocation of the PAGA Payment
2 attributable to them must also submit such disputes in writing, with any supporting facts or
3 documents supporting a revised allocation (e.g., evidence of a greater number of workweeks)
4 (“Workweek Dispute Notice”). To be valid, the Workweek Dispute Notice must contain the full
5 name, address and telephone number of the PAGA Group Member, and must be physically
6 signed by the PAGA Group Member. To be timely, the Workweek Dispute Notice must be
7 submitted to the Settlement Administrator, postmarked or submitted to the website by the
8 Settlement Administrator, on or before sixty (60) days after the Notice of Settlement is mailed to
9 PAGA Group Members. The Settlement Administrator shall provide to all counsel on a weekly
10 basis all Workweek Dispute Notices that are timely received. In the event of a dispute over a
11 PAGA Group Member’s eligible workweeks, the Settlement Administrator shall make the final
12 decision as to which dates should be applied based on Niantic’s records and any evidence
13 submitted by the PAGA Group Member.

14 7. Any Settlement Class Member who wishes to opt out of the Settlement must
15 submit to the Settlement Administrator a written, signed statement that they are opting out (“Opt-
16 Out Statement”), postmarked or submitted to the website set up by the Settlement Administrator
17 on or before sixty (60) days after the Notice of Settlement is mailed to Settlement Class Members.
18 To be effective, the Opt-Out Statement must contain the full name, address and telephone number
19 of the Settlement Class Member, and must include a written statement confirming that the
20 individual is aware that by opting out they will forego the opportunity to receive their Settlement
21 Share. PAGA Group Members may not opt out from the PAGA Group. The Settlement
22 Administrator shall provide to all counsel on a weekly basis all Opt Out Statements that are
23 received. If a Settlement Class Member submits both an Opt-Out Statement and a Notice of
24 Objection, the Opt-Out Statement will control and will invalidate the Notice of Objection.

25 8. Class Members may withdraw their Notice of Opt-Out by submitting a
26 “Rescission of Opt-out” statement to the Claims Administrator by no later than sixty (60) days
27 after the Notice of Settlement is mailed to Settlement Class Members.

28 9. Class Counsel shall file with the Court all timely received Settlement Class

1 Member Opt Out Statements, with Settlement Class Member names filed under seal, within five
2 days of the deadline for submitting such objections to the Settlement Administrator. The
3 Participating Settlement Class will not include those individuals who submit a timely Opt-Out
4 Statement. Individuals who timely opt out are not entitled to a Settlement Share awarded to
5 Participating Settlement Class Members under this Settlement Agreement. PAGA Group
6 Members will not be permitted to opt out from the PAGA Group. With respect to individuals
7 who timely opt-out of the Settlement Class, the statute of limitations for the individual to assert
8 any claim for individual relief will resume running on the postmark date of their signed, written
9 statement that they are opting out of the Settlement.

10 **D. Right to Rescind**

11 If two and a half percent (2.5%) or more of the Settlement Class Members validly opt out
12 of the Settlement, Niantic will have the right to rescind the Settlement, and if it does so the
13 Settlement and all actions taken in its furtherance (including any preliminary certification of a
14 class for settlement purposes) will be null and void.

15 Niantic must exercise this right within seven (7) business days after the Settlement
16 Administrator notifies the parties of the total number of opt outs, which the Settlement
17 Administrator will do within four (4) days after the last deadline for any Settlement Class
18 Member to timely opt out. If Niantic exercises the right to rescind, it will be responsible for the
19 costs of administration of the Settlement incurred through that time.

20 **E. Motion for Final Approval**

21 Plaintiffs will move for final approval within thirty (30) days after the Settlement
22 Administrator sends to each Settlement Class Member a copy of the Notice of Settlement and
23 Information Form, if Niantic does not exercise the right to rescind the Settlement based on the
24 provisions in Section IV.D. Plaintiffs will request a Final Approval hearing date from the Court
25 for twenty-one (21) days after the deadline for opt outs and written objections, or as soon
26 thereafter as possible. Class Counsel will provide Niantic with a draft of the Final Approval
27 motion at least seven (7) business days in advance of filing that motion, and Niantic shall have
28 the right to review and comment on it and will provide said comments to Class Counsel no later

1 than two (2) business days before the filing deadline. Class Counsel shall consider any such
2 comments or proposed revisions in good faith, and shall not unreasonably reject such comments
3 or revisions. Class Counsel will separately move for an award of the Class Representative
4 Service Award Payments and Attorneys' Fees and Costs and Expenses pursuant to the Settlement,
5 which will be consistent with the terms of the Settlement Agreement and will not seek payment of
6 any amounts directly from Niantic or from any source other than as a portion of the Settlement
7 Fund.

8 **F. Effect of Non-Approval**

9 In the event that this Settlement Agreement does not become Final and binding, this
10 Settlement Agreement will become null and void. No party shall be deemed to have waived any
11 claims, objections, rights or defenses, or legal arguments or positions. Neither this Settlement
12 Agreement nor the Court's Preliminary or Final Approval thereof shall be admissible in any court
13 regarding any issue or subject (except for the purpose of enforcing this Settlement Agreement).
14 Each party reserves the right to prosecute or defend this Action to the fullest extent available to it
15 in the event that the Settlement Agreement does not become final and binding.

16 If Niantic exercises its right to rescind under Section IV.D or if this Settlement Agreement
17 is not approved by the Court or for any other reason is terminated or fails to become effective in
18 accordance with its terms (or, if following approval by this Court, such approval is reversed or
19 substantively modified on appellate review¹), the parties shall be restored to their respective
20 positions that existed in this Action prior to entering into this Settlement Agreement; the terms
21 and provisions of this Settlement Agreement shall have no force or effect and shall not be used in
22 this Action or in any proceeding for any purpose; the Settlement Fund shall be returned to
23 Niantic, including the interest earned by the Settlement Fund through the date of termination
24 (after deducting all costs and expenses incurred to date in connection with administration of the
25 Settlement, including costs of providing Notice of Settlement to Class Members and PAGA
26 Group Members, paid or incurred by the Settlement Administrator as of the date of termination);

27 ¹ An award by the Court of lesser amounts than sought for the Class Representative Service
28 Award Payments or Attorneys' Fees and Expenses will not be a material modification of the
Settlement.

any order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*; and the litigation of the Action will resume as if there had been no Settlement Agreement. The parties retain all rights, claims, and defenses as to any of the allegations asserted in this Action. This Settlement Agreement will not be considered an admission of liability by Niantic nor represent a cap on damages available to the Named Plaintiffs or the Class, nor a minimum amount to which they are entitled, if the Settlement Agreement fails to be effective in accordance with its terms, and each Party agrees that it will not reference or seek to introduce the fact or any feature of the Settlement in any litigation that may ensue (including through any jury and/or bench trial on any remaining claims).

V. RELEASE OF CLAIMS

A. Settlement Class Members

Upon the Settlement becoming Effective, each Participating Settlement Class Member will release the Released Parties through the Preliminary Approval Date of all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that were or could have been pleaded under local, state or federal law during the Class Period arising out of the facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Second Amended Complaint against Niantic that arose during the Class Period, including but not limited to claims for (1) Violation of California Equal Pay Act (Labor Code § 1197.5(a)); (2) Retaliation in Violation of California Equal Pay Act (Labor Code § 1197.5(k)); (3) Discrimination in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(a)); (4) Hostile Work Environment in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(j)(1)); (5) Retaliation in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(h)); (6) Failure to Prevent Discrimination, Harassment, and Retaliation in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(k)); (7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.) (the “Settlement Class Members’ Released Claims”).

B. Released PAGA Claims

Upon the Settlement becoming Effective, each PAGA Group Member will release the

Released Parties through the Preliminary Approval Date of all claims made pursuant to the Private Attorneys General Act (codified in California Labor Code § 2698 et seq.) during the Class Period arising out of the facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act and pleaded in the Second Amended Complaint against Niantic and/or the LWDA Notice dated July 7, 2023, including PAGA claims for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 1197.5, 2698, and 2699 *et seq.* (see LWDA Notice at 2). All PAGA Group Members will receive a portion of the PAGA Payment regardless of whether they opted out of the Settlement Class.

C. Named Plaintiffs

The Plaintiffs agree to execute a general release of any and all known and unknown claims against Niantic and the Released Parties, and waive the protection of California Civil Code section 1542. In consideration thereof, Niantic shall not oppose the request of the Plaintiffs for service payments of up to Forty Thousand Dollars (\$40,000) to each of the Plaintiffs (separate from and in addition to any Settlement Share or PAGA Payment that the Plaintiffs may be entitled to as Settlement Class Members or PAGA Group Members under the Settlement Agreement).

D. No Bar to Future Claims

Nothing in the Settlement Agreement shall be construed to bar any claims of Settlement Class Members that arise from conduct occurring after the Preliminary Approval Date. Nothing in the Settlement Agreement shall be construed to bar any claims of Plaintiffs that arise from conduct occurring after the date that each Plaintiff's general release becomes effective. Class Counsel is not aware of claims against Niantic other than those resolved in this Settlement Agreement or previously resolved.

E. Ownership of Claims

Class Members and PAGA Group Members may not assign or transfer their rights to participate in this Settlement Agreement. The Parties and their counsel represent, covenant, and warrant that they have 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,

1 demand, action, cause of action or right herein released and discharged. Plaintiffs and Class
2 Counsel further represent and warrant that there are not any liens or claims against any amount
3 that Niantic is to pay to the Plaintiffs or Class Counsel under this Agreement.

4 **VI. NO ADMISSION, NO DETERMINATION**

5 This Settlement Agreement does not constitute, and is not intended to constitute, nor shall
6 it be deemed to constitute, an admission by any party as to the merits, validity or accuracy of any
7 of the allegations, claims or defenses of any party in this case, including the suitability of this case
8 for class certification or the appropriateness or suitability of the PAGA representative claim
9 alleged. The Class Members continue to assert the merits and validity of their claims under the
10 EPA, FEHA, and the UCL. By entering into this Agreement, Niantic does not admit or concede,
11 expressly or impliedly, but instead denies, that it has in any way violated the EPA, FEHA, the
12 UCL, the common law of any jurisdiction, or any other federal, state or local law, statute,
13 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
14 Neither the Court nor any other court has made any findings or expressed any opinion concerning
15 the merits, validity or accuracy of any of the substantive allegations, claims, or defenses in this
16 Action.

17 Nothing in this Settlement Agreement, nor any action taken in implementation thereof,
18 nor any statements, discussions or communications, nor any materials prepared, exchanged,
19 issued or used during the course of the mediation or negotiations leading to this Settlement
20 Agreement, is intended by the parties to, nor shall any of the foregoing constitute, be introduced,
21 be used or be admissible in any way in this case or any other judicial, arbitral, administrative,
22 investigative or other proceeding of whatsoever kind or nature as evidence of any violation of the
23 EPA, FEHA, the UCL, the common law of any jurisdiction, or any other federal, state or local
24 law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
25 equity.

26 Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding
27 in Court or in mediation or arbitration to enforce or implement any provision of this Settlement
28 Agreement, including to enforce a Named Plaintiff or Class Member Release or PAGA Release,

1 or implement any orders or judgments of the Court entered into in connection herewith.

2 **VII. PROGRAMMATIC RELIEF**

3 **A. Expert Analyses**

4 Within thirty (30) days of Final Approval, Niantic shall retain and pay for a third-party
5 independent expert reputable and qualified with expertise in the field and industry to perform the
6 analyses set forth in Section VII.B and VII.C, and make recommendations to the extent necessary
7 regarding Niantic's female employees in California. Any adjustment or failure to make an
8 adjustment is in no way an admission that Niantic's prior pay equity studies were erroneous or
9 flawed or that Niantic has any liability to any employee regarding pay or promotion. The Parties
10 expressly acknowledge that experts can differ in approach and, in no way does any
11 recommendation by the expert render any prior pay equity studies or analyses inaccurate,
12 irrelevant, or unsupported. The third-party independent expert will be selected by Niantic in its
13 sole discretion and not have conducted any of Niantic's prior pay equity studies. Niantic may
14 conduct the analyses at the direction of counsel and subject to the attorney client privilege and/or
15 attorney work product doctrine. Nothing in this Agreement renders the analyses discoverable.

16 **B. Pay/ Promotion/ Assignment Analysis:**

17 1. The third-party independent expert will conduct a sex/gender equity analysis of
18 total compensation (including salaries and equity compensation) and promotion outcomes for
19 employees in Niantic's California offices in each of the three years of the Effective Date of this
20 Agreement. Such analyses will consider, to the extent practicable, job level, job family, job
21 group, business title, department, and office location, and will evaluate whether there are any
22 sex/gender disparities in total compensation, base pay, short-and long-term incentive
23 compensation, starting pay, and equity awards between employees performing substantially
24 similar work as a composite of skill, effort, and responsibility that is not justified by a bona fide
25 factor.

26 2. The third-party independent expert will also analyze whether there are any
27 sex/gender disparities in initial level placement and promotions between employees performing
28 substantially similar work as a composite of skill, effort, and responsibility that is not justified by

1 a bona fide factor.

2 3. If the analyses reveal disparities against female employees that cannot be
3 explained by bona fide legitimate factors, Niantic will evaluate the results of the analysis and
4 determine an appropriate remedy, including as potential remedies: pay, level, or promotion
5 adjustments during Niantic's next promotion or compensation cycle.

6 **C. Hiring Adverse Impact Analysis:**

7 1. The third-party independent expert will analyze whether there is any potential
8 adverse impact on women within the various steps of Niantic's hiring processes for applicants in
9 Niantic's California offices, in accordance with the Fair Employment and Housing Act and non-
10 discrimination law.

11 If there is any adverse impact, Niantic will evaluate the results of the analysis and determine
12 whether there are any necessary adjustments to be made to Niantic's hiring processes and
13 procedures to remedy adverse impacts on hiring processes.

14 **D. Pay Transparency**

15 1. Niantic shall not prohibit or discourage employees from discussing employee
16 compensation, disclosing their own wages, discussing the wages of others, or inquiring about
17 another employee's wages. Nothing herein prevents Niantic from instructing those employees
18 who are privy to others' wages by virtue of their positions at Niantic (such as those individuals
19 who work with payroll, compensation, benefits, HR, etc.) that they may not disclose the wages of
20 other employees except as consistent with business needs or with the employees' consent for
21 legitimate business purposes.

22 2. Niantic shall provide all applicants, including employee applicants, with the pay
23 scale for the position to which the applicant applied upon request consistent with California law.
24 Niantic shall provide employees with its California Pay Data Report (Government Code section
25 12999) upon request.

26 3. Niantic shall not rely on prior pay (including outstanding equity awards) or salary
27 history to set starting compensation or level. An applicant may voluntarily disclose salary history
28 information consistent with California law, and Niantic will record such voluntary disclosure.

E. Compliance with Law

1. Niantic shall comply with federal and state laws regarding discrimination, harassment, and retaliation.

F. Record Keeping.

1. Niantic shall comply with all California state and federal record-keeping laws.

2. Niantic will maintain the following:

a. employee personnel records for a period of not less than three years after termination of employment (Lab. Code, § 1198.5);

b. any and all applications, personnel, membership, or employment referral records and files for a minimum period of four years after the records and files are initially created or received, or for employers to fail to retain personnel files of applicants or terminated employees for a minimum period of four years after the date of the employment action taken (Gov. Code, § 12946, as amended by Senate Bill No. 807; Cal. Code Regs. tit. 2, § 11013 [among other things, requiring employers to maintain data regarding the race, sex, and national origin of each applicant, to the extent such information is provided before hire, and the job for which he or she applied].)

3. Niantic shall create and maintain a centralized database of all California employee complaints made to Niantic managers, Niantic human resources employees, and anonymous reporting hotline after the Effective Date regarding sex/gender discrimination, harassment, retaliation, and equal pay, and will preserve documentation of such complaints (including results of investigation) for at least four (4) years.

4. With respect to applicants, Niantic will track whether the applicant was referred by a Niantic employee or sourced by some recruiting effort, the extent to which an applicant progressed through the application process, the role and level the applicant applied to, the role and level the applicant was offered (if any), and the race, sex, and national origin of each applicant (if provided).

1 **G. No Retaliation.**

2 Niantic shall not impede, impair or interfere with the right of any person or employee to
3 voluntarily communicate with the government about any matter, or file and pursue a civil action
4 or complaint with, or otherwise notify, a state agency, other public prosecutor, law enforcement
5 agency, or any court or other governmental entity of any potentially unlawful workplace practice.

6 **H. Release Agreements.**

7 Niantic agrees that any future agreement related to an employee's separation from
8 employment in California will not contain any provision that prohibits the disclosure of
9 information about unlawful acts in the workplace. All future agreements related to an employee's
10 separation from employment in California will include the following language: "Nothing in this
11 agreement prevents you from discussing or disclosing information about unlawful acts in the
12 workplace, such as harassment or discrimination or any other conduct that you have reason to
13 believe is unlawful." Niantic will also notify employees in Niantic's personnel policies that
14 nothing prevents employees from discussing or disclosing information about unlawful acts in the
15 workplace, such as harassment or discrimination or any other conduct that the employee may have
16 reason to believe is unlawful. In addition, Niantic will provide notice to all prior and current
17 Settlement Class Members and PAGA Group Members of their ability to discuss unlawful acts in
18 the workplace.

19 **VIII. COMPLIANCE**

20 If a dispute arises as to Niantic's compliance with this Settlement Agreement, the parties
21 shall attempt to resolve it through mediation with mediator Judge Buckley. If mediation is not
22 successful, the Court shall retain jurisdiction to hear the dispute.

23 **IX. MONETARY RELIEF**

24 **A. Settlement Administration**

25 The Settlement Administrator will: deliver Notice of Settlement to Settlement Class
26 Members and PAGA Group Members; resolve disputes in connection with the calculation of
27 Settlement Shares in accordance with the Settlement and/or PAGA Payment; distribute
28 Settlement Shares, PAGA Payments, and other payments due under the Settlement; and otherwise

1 administer the Settlement. In the event that the Settlement is not finally approved, Niantic will
2 pay the Settlement Administrator's reasonable fees incurred as of that time.

3 The Settlement Administrator will provide Niantic with wire transfer information within
4 five (5) business days after the Settlement becomes Final. Niantic will transfer the Total
5 Settlement Amount to the Settlement Administrator via wire transfer within fifteen (15) calendar
6 days after the Settlement Administrator provides Niantic with wire transfer information.

7 **B. Settlement Fund**

8 Niantic shall pay by wire transfer the Gross Settlement Amount of Eight Million Dollars
9 (\$8,000,000) to the interest-bearing Qualified Settlement Fund (as described in Section 468B of
10 the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq.) set up
11 by the Settlement Administrator. The Gross Settlement Amount will be placed in an interest-
12 bearing account in the name of "Jane Doe v. Niantic Settlement Fund." This payment is made in
13 order to satisfy all of Niantic's monetary obligations under this Settlement Agreement. The
14 monies so transferred, together with interest subsequently earned thereon, shall constitute, the
15 "Settlement Fund." The Gross Settlement Amount, together with Niantic's payment of the
16 employer's portion of payroll taxes applicable to the settlement payments designated as wages,
17 shall constitute the total settlement cash outlay by Niantic in connection with the resolution of the
18 Settlement Class and PAGA Claims in this Action. This sum is inclusive of payment for: (a) all
19 settlement payments to Settlement Class Members eligible for settlement payments; (b) the
20 PAGA Payment, including payment to both the LWDA and PAGA Group Members; (d) the
21 Class Representative Service Award Payments (if any are awarded by the Court, in the amounts
22 awarded by the Court); (e) Class Counsel's Attorneys' Fees and Expenses (including all
23 attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement,
24 securing trial and appellate court approval of the Settlement, attending to the administration of the
25 Settlement, and obtaining a dismissal of the Action, if and only to the extent awarded by the
26 Court, but not including litigating alleged non-compliance with the programmatic relief terms of
27 the Settlement); and (f) the Settlement Administrator's fees and expenses. The Settlement is non-
28 reversionary.

1 The Settlement Shares and the PAGA Payment will be paid within thirty (30) days after
2 the Settlement becomes Effective. The Class Representative Service Award Payments, Class
3 Counsel's Attorneys' Fees and Expenses will be paid within five (5) days after the Settlement
4 Shares, the Class Representative Service Award Payments and the PAGA Payment are mailed. If
5 the Settlement becomes Final, but does not become Effective because an objection of the
6 Settlement is upheld on appeal, the Settlement Administrator shall return the Settlement Fund to
7 Niantic, less administrative and notice expenses already incurred in connection with
8 Administration of the Settlement.

9 **C. Allocation to Participating Class Members and PAGA Group Members**

10 All Participating Settlement Class Members will be bound by the Settlement's release of
11 the Class Claims. Settlement Shares will be paid to each Participating Class Member, meaning
12 that settlement checks will be sent to all Participating Class Members, and no claim forms will be
13 required. All PAGA Group Members will receive a portion of the PAGA Payment regardless of
14 whether they timely opt out of the Settlement Class and all PAGA Group Members will be bound
15 by the Settlement's release of the PAGA Claims.

16 After deducting the amounts for the Plaintiffs' Class Representative Service Award
17 Payments (if any are awarded by the Court), Class Counsel's Attorneys' Fees and Costs and
18 Expenses (in whatever amounts are awarded by the Court), the Net PAGA Payment, and the
19 Settlement Administrator's fees and expenses, the remainder of the Settlement Amount (the "Net
20 Settlement Fund") will be allocated as Settlement Shares to each Participating Class Member
21 pursuant to the Plan of Allocation attached hereto as **Exhibit B** from the Settlement Fund thirty
22 (30) days after the Effective Date.

23 **D. Tax Treatment of Settlement Shares**

24 The Participating Class Member Settlement Shares shall be reported to taxing authorities
25 as follows:

26 1. Fifty percent (50%) of each Settlement Share (the "Wage Portion") is intended to
27 settle each Participating Class Member's claims for unpaid wages. Accordingly, the Wage
28 Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement

1 Administrator will issue to each Participating Class Member a Form W-2 with respect to the
2 Wage Portion.

3 2. Fifty percent (50%) of each Settlement Share (the “Non-Wage Portion”) is
4 intended to settle each Participating Class Member’s claims for interest, penalties and emotional
5 distress. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and
6 deductions, and the Settlement Administrator will issue to each Participating Class Member a
7 Form 1099 with respect to the Non-Wage Portion.

8 **E. PAGA Payment**

9 1. From the Settlement Fund, the One Hundred Thousand Dollar (\$100,000.00)
10 PAGA Payment will be deducted to resolve the PAGA Claims of the PAGA Group Members,
11 regardless of whether or not they opt out or previously opted out. The Settlement Administrator
12 will pay sixty-five percent (65%) of the Net PAGA Payment (i.e. \$65,000.00) to the Labor and
13 Workforce Development Agency (“LWDA”) (the “LWDA Payment”), and thirty-five percent
14 (35%) of the Net PAGA Payment (i.e. \$35,000.00) to all PAGA Group Members, whether or not
15 those employees have opted out of the Settlement Class. PAGA Group Members will receive a
16 proportional share of funds allocated to the PAGA Group less the LWDA Payment based on the
17 relative number of pay periods (or fraction thereof) each PAGA Group member worked during
18 the PAGA Period. The portion of the PAGA Payment paid to each PAGA Group Member will
19 not be reduced by payroll tax withholding and deductions, and the Settlement Administrator will
20 issue to each PAGA Group Member a Form 1099 with respect to their portion of the PAGA
21 Payment. The Settlement Administrator shall make the PAGA Payment thirty (30) days after the
22 Effective Date.

23 **F. Class Representative Service Award Payments**

24 In addition to each Plaintiff’s Class Member Settlement Share and portion of the PAGA
25 Payment, Plaintiffs will seek a total payment of Eighty Thousand Dollars (\$80,000) from the
26 Settlement Fund for Class Representative Service Award Payments of Forty Thousand Dollars
27 (\$40,000) each for Plaintiffs Jane Doe 1 and Jane Doe 2 (“Service Award Payments”). The
28 Service Award Payments are intended to compensate the Plaintiffs for the risks they took

1 bringing this case, their active and time-intensive participation in the prosecution and settlement
2 of this case, and their release of all claims against Niantic, beyond the claims made in this action.
3 This case participation included each Plaintiff assisting in the development of the theories of the
4 case, attending numerous meetings with Class Counsel for purposes of prosecuting the case,
5 assisting counsel in developing discovery strategy, attending mediation, and providing input into
6 settlement discussions and the ultimate Settlement Agreement. The Service Award Payments are
7 also intended to compensate the Class Representatives for providing general releases.

8 Niantic and its attorneys will not oppose Court approval for Service Award Payments as
9 set forth above. The Settlement Administrator will issue to each Plaintiff a Form 1099 with
10 respect to their awarded Class Representative Service Award Payment. The Settlement
11 Administrator will pay the Service Award Payments approved by the Court to the Plaintiffs thirty
12 (30) days after the Effective Date.

13 **G. Non-Admissibility of Fact of Award (or Non-Award)**

14 Except to the extent that it would constitute a set-off in an action for damages claimed
15 and/or monetary recovery related to any of the Released Claims for any period covered by this
16 Settlement, neither the fact nor the amount of an award, nor the fact of any non-award, shall be
17 admissible in any other proceeding for any purpose other than to enforce a Named Plaintiff
18 Release or a Class Member Release executed in accordance with the claims process, nor shall it
19 be deemed to be a finding as to the merits of any claim.

20 **H. Tax Treatment**

21 **1. Qualified Tax Status and Tax Responsibilities**

22 The Settlement Administrator shall serve as Trustee of the Settlement Fund and shall act
23 as a fiduciary with respect to the handling, management and distribution of the Settlement Fund.
24 The Settlement Administrator shall act in a manner necessary to qualify the Settlement Fund as a
25 “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code of 1986, as
26 amended, and Treas. Reg. Section 1.468B-1, et seq., and to maintain that qualification.

27 The parties shall cooperate to ensure such treatment and shall not take a position in any
28 filing or before any tax authority inconsistent with such treatment.

1 **2. Payment of Federal, State and Local Taxes**

2 The parties recognize that the awards to eligible Settlement Class Members and PAGA
3 Group Members will be subject to applicable tax withholding and reporting, which will be
4 handled as follows: The Settlement Administrator shall act as a fiduciary with respect to the
5 handling, management, and distribution of the Settlement, including the handling of tax-related
6 issues and payments. Specifically, the Settlement Administrator shall be responsible for
7 withholding, remitting and reporting both the employer and the employees' share of the payroll
8 taxes from the Settlement Fund.

9 The Settlement Administrator shall be responsible to satisfy from the Settlement Fund any
10 and all federal, state and local employment and withholding taxes, including, without limitation,
11 federal and state income tax withholding, FICA, FUTA, SUTA, Medicare and any state
12 employment taxes. The Settlement Administrator shall satisfy all federal, state, local, and other
13 reporting requirements (including any applicable reporting with respect to attorneys' fees and
14 other costs subject to reporting), and any and all taxes, penalties and other obligations with
15 respect to the payments or distributions from the Settlement Fund not otherwise addressed herein.
16 Niantic will pay the employer's share of applicable payroll tax payments separate and apart from
17 the Settlement Fund.

18 All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to
19 the income earned by the Settlement Fund, including any taxes or tax detriments that may be
20 imposed on Niantic with respect to income earned for any period during which the Settlement
21 Fund does not qualify as a "Qualified Settlement Fund" for federal and state income tax purposes
22 (hereinafter "Settlement Fund Taxes"), and (ii) expenses and costs incurred in connection with
23 the operation and implementation of this paragraph (including, without limitation, expenses of tax
24 attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or
25 failing to file) any returns described herein or otherwise required to be filed pursuant to applicable
26 authorities) (hereinafter "Settlement Fund Tax Expenses"), shall be paid out of the Settlement
27 Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a
28 cost of the administration of the Settlement Fund. The parties hereto agree to cooperate with the

1 Settlement Administrator, each other, and their tax attorneys and accountants to the extent
2 reasonably necessary to carry out the provisions set forth in this paragraph.

3 In the event that it is subsequently determined by a tax authority that any Plaintiff,
4 Participating Class Member, PAGA Group Member, or Class Counsel owes any additional taxes
5 with respect to any money distributed under this Settlement Agreement, it is expressly agreed that
6 the determination of any tax liability is between the payment recipient and the tax authorities, and
7 that Niantic shall not be responsible for the payment of such taxes, including any interest and/or
8 penalties. Niantic makes no representations as to the tax treatment or legal effect of any
9 payments pursuant to this Agreement, and Named Plaintiffs and Participating Class Members are
10 not relying on any statement or representation by Niantic or Niantic's counsel in this regard.

11 **I. Disposition of Uncashed Settlement Checks**

12 The parties will instruct the Settlement Administrator to make multiple efforts by
13 telephone, text, email, and U.S. mail to ensure that any Class Members who have not cashed their
14 checks after forty-five (45) days do so. Checks will become void one hundred and eighty
15 (180) days after mailing. After one hundred eighty (180) days after checks are mailed, the
16 amount of the uncashed checks will be sent to *cy pres* recipients Women in Games, National
17 Center for Women & Information Technology, and Rewriting the Code.

18 **X. ATTORNEYS' FEES, EXPENSES OF CLASS COUNSEL AND**
19 **ADMINISTRATIVE EXPENSES**

20 **A. Class Counsel Fees and Costs**

21 Class Counsel will apply to the Court for an award of attorneys' fees in a total amount not
22 to exceed one third (33.3%) of the Total Settlement Payment (inclusive of attorneys' fees on the
23 PAGA Payment), i.e., Dollars (\$2,664,000.00), and reimbursement of documented litigation
24 Costs and Expenses not to exceed Two Hundred Thousand Dollars (\$200,000.00).

25 The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the
26 awarded attorneys' fees and costs.

27 **B. Timing of Fee Payment**

28 The Settlement Administrator shall pay Class Counsel the attorneys' fees, costs, and

1 expenses awarded by the Court thirty (30) days after the Effective Date.

2 **C. Administrative Expenses**

3 The Settlement Administrator will be paid out of the Settlement Fund for its expenses
4 approved by Class Counsel, at an amount that is no more than One Hundred Fifty Thousand
5 Dollars (\$150,000.00). The Settlement Administrator shall pay those costs thirty (30) days after
6 the Effective Date.

7 **XI. CONFIDENTIALITY AND PRESS STATEMENTS**

8 Prior to filing of the Motion for Preliminary Approval, Plaintiffs and Class Counsel will
9 not have any communication with anyone other than their clients, financial advisors, retained
10 experts, and vendors related to settlement administration, and the court regarding the Settlement.
11 If, before the filing of the Motion for Preliminary Approval, Plaintiffs or Class Counsel disclose
12 to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the
13 Settlement except as required by law or to effect the Settlement, Niantic may rescind the
14 Settlement, rendering it null and void. The parties agree to work together in good faith to prepare
15 a mutually acceptable press release regarding the Settlement, which Class Counsel will agree to
16 use on any website they maintain presently or in the future to communicate about the Class
17 Action or the Settlement (and Class Counsel may also refer to other publicly filed documents
18 regarding the Settlement). To the maximum extent permitted by California and federal law, Class
19 Counsel agrees not to disparage current or former Niantic executives including but not limited to
20 in the course of settlement administration.

21 **XII. WAIVER OF APPEALS**

22 The parties waive all appeals from the Final Approval of the Settlement unless the Court
23 materially modifies the Settlement, except that Plaintiffs and Class Counsel may appeal from an
24 order by the Court that reduces the amounts sought for the Class Representative Service Award
25 Payments or Class Counsel's Attorneys' Fees and Expenses. Such an order or affirmance of such
26 an order will not entitle Plaintiffs or the Class to void the Settlement. Niantic's payment
27 obligations under the Settlement will be suspended pending the final completion of any appeals
28 process.

1 **XIII. GOVERNING LAW**

2 The parties agree that California law shall govern the validity, construction and
3 enforcement of this Settlement Agreement.

4 This Settlement Agreement, including the Exhibits hereto, contains the entire agreement
5 and understanding of the parties with respect to the Settlement. This Settlement Agreement does
6 not impose any obligations on the parties beyond the terms and conditions stated herein.

7 **XIV. OTHER CONDITIONS OF SETTLEMENT**

8 **A. Exhibits**

9 The Exhibits to this Settlement Agreement are material and integral parts hereof and are
10 fully incorporated herein by this reference.

11 **B. Labor & Workforce Development Agency**

12 Plaintiffs shall timely submit to the LWDA a copy of the motions for preliminary and
13 final approval and proposed Judgment in this Action, and a copy of any other order providing for
14 or denying an award of civil penalties, in compliance with sections 2699(1)(2)-(3) of the
15 California Labor Code.

16 **C. Notices to Counsel**

17 All notices to counsel required or desired to be given under this Settlement Agreement
18 shall be in writing and by e-mail to counsel for the respective parties. Specifically, such notices
19 shall be both e-mailed to Lynne Hermle (lchermle@orrick.com) and Annie Prasad Vadillo
20 (avadillo@orrick.com) for Niantic and to Genie Harrison (genie@genieharrisonlaw.com), Mia
21 Munro (mia@genieharrisonlaw.com), and Nicholas Sarris (nsarris@jmlaw.com) for Plaintiffs,
22 and mailed by U.S. mail to their respective offices.

23 **D. Failure to Insist on Strict Compliance**

24 The failure of any party to insist in any one or more instances on strict compliance with
25 the terms and conditions hereof shall not be construed to be a waiver of remedies available with
26 respect to any prior or subsequent breach.

27 **E. Modifications to this Agreement**

28 No material modifications to this Agreement may be made without written agreement of

all Parties and counsel and prior Court approval.

F. No Drafting Presumption

All parties hereto have participated, through their respective counsel, in the drafting of this Settlement Agreement and, therefore, this Settlement Agreement shall not be construed more strictly against one party than another.

G. Dispute As To Meaning of Agreement Terms

In the event of any dispute or disagreement with respect to the meaning, effect or interpretation of this Settlement Agreement or any Exhibit hereto, or in the event of a claimed breach of the Settlement Agreement, the parties agree that such dispute will be resolved and adjudicated only in accordance with the dispute resolution provisions of this Settlement Agreement.

H. Interpretation of Terms

Whenever possible, each provision and term of this Settlement Agreement shall be interpreted in such a manner as to be valid and enforceable.

I. Severability

If any portion of this Settlement Agreement is judged to be unenforceable, the remainder of the Agreement shall continue to be valid and enforceable.

J. Paragraph and Section Headings

Paragraph and section headings are for convenience of reference only and are not intended to create substantive rights or obligations.

K. Counterparts

This Settlement Agreement may be executed in counterparts via DocuSign. Each signed counterpart together with the others shall constitute the full Settlement Agreement.

L. Agreement Binding

As of the date on which all counsel for the parties and all parties have executed this Settlement Agreement, this Settlement Agreement will be binding in all respects, unless it is terminated as set forth in Section IV.D, or unless the Court fails to approve this Settlement Agreement and the Settlement Agreement is thus vacated. This Settlement Agreement shall inure

to the benefit of, and be binding upon, the parties hereto and their respective heirs, dependents, executors, administrators, trustees, legal representatives, personal representatives, agents, successors and assigns; provided, however, that this Settlement Agreement shall not inure to the benefit of any third party.

ML. Enforcement

Enforcement of this Settlement Agreement shall be prosecuted by Class Counsel or counsel for Niantic only, not third parties. Class Counsel shall meet and confer with counsel for Niantic prior to commencement of any enforcement proceedings.

The parties will work diligently and in good faith to resolve all disputes that may arise during the term of this Settlement Agreement concerning the rights, obligations and duties of the parties to the Settlement Agreement, including the programmatic relief. In the event the parties cannot agree, the parties will attempt to resolve the dispute in mediation with Judge Daniel Buckley. If the mediation fails, the parties reserve their rights to seek recourse with the Court.

Any enforcement proceedings related to or arising out of this Settlement Agreement will be resolved and adjudicated only by the Honorable Elihu Berle of the Superior Court of California, County of Los Angeles, or by any other judge to whom this case subsequently may be assigned, unless otherwise provided in this Settlement Agreement.

Dated: 03/07/2025

IANE DOE 1

(full name maintained on file by counsel for Iane Doe 1 below)



Dated: 03/07/2025

IANE DOE 2

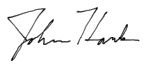
(full name maintained on file by counsel for Iane Doe 2 below)



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NIANTIC, INC.

Dated: 3/7/2025



~~Approved as to Form and Content
by Counsel:~~

Dated: 03/07/2025

GENIE HARRISON LAW FIRM, APC
GENIE HARRISON



~~Attorneys for Plaintiffs and the Settlement Class~~

Dated: 03/07/2025

JML LAW, APLC
NICHOLAS SARRIS



~~Attorneys for Plaintiffs and the Settlement Class~~

Dated: 3/7/2025

ORRICK, HERRINGTON & SUTCLIFFE LLP
LYNNE C. HERMLE

Annie Prasad Vadillo



~~Attorneys for Defendant Niantic, Inc.~~

Exhibit A
NOTICE TO CURRENT AND FORMER
FEMALE EMPLOYEES AT NIAN TIC

California Superior Court, County of Los Angeles
Case No. 23STCV15935

MORE INFORMATION: <https://www.>

IMPORTANT PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE RELATES TO GOVERNMENT CIVIL RIGHTS ENFORCEMENT ACTIONS AND
PRIVATE CLASS ACTION LAWSUIT AND, IF YOU ARE A SETTLEMENT GROUP/CLASS
MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHTS.

A state court has authorized this notice. This is not an advertisement or solicitation.

This notice is to inform you of a proposed settlement of a lawsuit in the California Superior Court, County of Los Angeles, against NIAN TIC, INC. (“Niantic”), through a Class Action Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

RECEIVE A PAYMENT	In this Settlement in exchange for a release of claims, Group/Class Members are eligible to receive a monetary payment according to the Allocation Plan, Ex. B to the Settlement Agreement. This Allocation Plan is summarized in the enclosed Estimated Settlement Payment insert. Everyone falling within the PAGA Group will receive an equal share of the PAGA award that goes to plaintiffs rather than to the state.
EXCLUDE YOURSELF BY _____, 2025	You have a right to exclude yourself (or “opt out”) from the Class Action Settlement. You will retain any existing individual claims if you exclude yourself from the Class Action Settlement and you may receive only the Minimum Payment as discussed further below.
OBJECT BY _____, 2025	You are entitled to submit a timely written objection to the Court, as discussed further below. You cannot object if you also exclude yourself from the Class Action Settlement.
ATTEND A HEARING ON _____, 2025 at ____ a.m.	You can ask to speak to the Court about the fairness of the Settlement if you do so by _____, 2025.

WHAT IS THIS NOTICE?

This Notice is of a proposed settlement of a Class Action lawsuit and advises you of how you can either participate in this settlement to receive your share of the settlement proceeds, or how you can exclude yourself from the Settlement.

Plaintiffs brought the lawsuit on behalf of female employees (“Group/Class Members”), and the State of California, against Niantic, Inc. (“Niantic”). This lawsuit alleged equal pay violations, sexual harassment, sex discrimination, retaliation, and related workplace violations against Niantic. The settlement will resolve the lawsuit.

According to Niantic's records, you may be a Group/Class Member as defined in the Settlement Agreement.

AMI AFFECTED?

This Class Action Settlement covers *current and former female employees* that worked for Niantic in California between July 7, 2019 and [REDACTED], 2025.

Female in the "Group/Class member(s)" definition includes persons who self-identified as female or who Niantic identified as female. You are receiving this notice because you may fall within this definition. Anyone incorrectly identified as female is encouraged to notify the Claims Administrator identified at the end of this Notice. Any current or former Niantic employee may contact the Claims Administrator to correct, confirm, or otherwise provide information about their gender for purposes of participating in the Settlement.

You have a right to discuss unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

WHAT IS THIS LAWSUIT ABOUT?

The Plaintiffs have alleged Niantic violated California laws by engaging in:

- (1) sex and gender discrimination in hiring, assignment, pay, promotion, and related practices;
- (2) sexual harassment;
- (3) retaliation;
- (4) a failure to take all reasonable steps necessary to prevent discrimination and harassment from occurring; and
- (5) recordkeeping violations.

There has been an extensive exchange of information in the Actions. In addition, the Parties retained experts to assist in the valuation and assessment of the Actions and have participated in a mediation with the assistance of an experienced employment law mediator and former Los Angeles County Superior Court Complex Court judge and negotiated the terms of this Settlement.

The Parties have considered the expense and length of continued proceedings necessary to continue the Actions through trial and any possible appeals. The Parties have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in any such litigation. Based on the foregoing, Plaintiffs have determined that the terms as set forth in this Agreement are fair, adequate, reasonable, and in the best interests of the Group/Class Members.

WHAT IS THIS SETTLEMENT ABOUT?

This Notice summarizes the proposed Class Action Settlement. For the exact terms and conditions, please see the Consent Decree available at [https://www.\[REDACTED\]](https://www.[REDACTED]), by accessing the Court docket in this case, for a fee, at <https://www.lacourt.org>, or by visiting the office of the Clerk of Court.

In the Class Action Settlement, if the Court approves it, Niantic has agreed to make the following payments:

Gross Settlement Amount	
Group/Class Member Monetary Relief and PAGA Allocation	\$8,000,000.00 (\$65,000.00 of which will be paid to the DLSE for penalties)
Plaintiffs' Counsel's Fees	\$2,664,000.00
Plaintiffs' Counsel's Costs and Claims Administration Fees	\$350,000.00

Any amounts remaining in the Claims Administration Costs and Fees and any unawarded Agency or Plaintiffs' Counsel's Fees will be added to the Group/Class Member Monetary Relief.

For purposes of this Class Action Settlement, approximately 50% of each Group/Class Member's Payment (defined below) shall be deemed wages for which the employee's share of payroll deductions will be made from such Group/Class Member's Payment for state and federal withholding taxes or any other applicable payroll deductions, and shall be reported on IRS Form W-2 for Niantic employees. The Parties further agree that approximately the other 50% of each such Payment represents the payment of emotional distress, penalties and interest and shall be reported on IRS Form 1099. W-2 and 1099 forms shall be provided to each respective Group/Class Members and applicable governmental authorities. **Group/Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Class Settlement.**

Niantic has agreed to hire a third-party independent expert to conduct a sex/gender equity analysis of total compensation as well as hiring and promotion outcomes in each of three years of the settlement. If their analysis reveal any disparities that cannot be explained by bona fide legitimate factors, Niantic will determine if there are any necessary adjustments to remedy any unlawful disparities..

WHAT IS YOUR NEXT STEP?

You should read this Notice, and the enclosed Release form. **Please do not ignore these forms or throw them away.**

HAS THE SETTLEMENT BEEN PRELIMINARILY APPROVED BY THE COURT?

On [REDACTED], 2025, the Court held a Preliminary Approval Hearing during which it preliminarily approved the Class Action Settlement.

The Preliminarily Court Approved Settlement will resolve the Class Action brought by Plaintiffs against Niantic. At the Preliminary Approval Hearing, the Court appointed the following attorneys as Class Counsel to represent the Class in the Private Action: Genie Harrison and Mia Munro (of Genie Harrison Law Firm, APC) and Nicholas Sarris (of JML Law, APLC). You can contact them at genie@genieharrisonlaw.com, mia@genieharrisonlaw.com, , (213) 805-5301, or nsarris@jmlaw.com, (818) 610-8800. You can choose to be represented by a different lawyer in this case at your own expense. You may hire a lawyer or, if you already have a lawyer, your current lawyer may represent you at your own expense.

WHAT IF I AGREE WITH THE SETTLEMENT, BUT BELIEVE THE INFORMATION ABOUT MY DATES OF WORK IS INCORRECT?

If you disagree with the tenure calculations included in this Notice, you must complete and send a notice of dispute to the Claims Administrator, together with any written documentation supporting your dispute. This documentation could include official records, pay stubs, weekly schedules or personal logs. You must submit this information to the Claims Administrator by [REDACTED], 2025. The Claims Administrator shall make the final determination regarding the dispute based on the written documentation submitted by you

and any materials submitted by counsel for all Parties within five (5) calendar days of receipt of the notice of dispute and supporting written documentation, and no later than prior to the Final Approval Hearing. The Claims Administrator will inform you of the final determination.

WHAT AM I RELEASING IF I AM PART OF THE PRIVATE CLASS ACTION SETTLEMENT?

In exchange for the benefits and monetary relief set out as part of this Class Action Settlement, you release or agree to give up claims for (1) Violation of California Equal Pay Act (Labor Code § 1197.5(a)); (2) Retaliation in Violation of California Equal Pay Act (Labor Code § 1197.5(k)); (3) Discrimination in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(a)); (4) Hostile Work Environment in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(j)(1)); (5) Retaliation in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(h)); (6) Failure to Prevent Discrimination, Harassment, and Retaliation in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(k)); (7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.) (the “Settlement Class Members’ Released Claims”) for the time period of July 7, 2019 through [REDACTED], 2025. If you do nothing, you will be included in the Class/Group and will receive these payments and benefits, and will be deemed to release the applicable legal claims automatically.

WHAT IS THE NEXT STEP IN THE APPROVAL OF THIS PROPOSED SETTLEMENT?

The Court will hold a Final Fairness/Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, and the settlement administration costs on [REDACTED], 2025 at 9:00 AM in Department 6 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Fairness/Approval Hearing may be continued without further notice to Class Members. You are advised to check the settlement website at [INSERT LINK] or the Court’s Case Access website at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> to confirm that the date has not been changed.

You are not required to attend the Final Fairness/Approval Hearing to receive a share of the Settlement. You do not need to appear at this hearing unless you wish to object to the Settlement. If you have sent a written objection, you may appear at the hearing if you choose to do so.

WHAT IF I DO NOT WANT TO PARTICIPATE (OPT-OUT OF THIS SETTLEMENT)?

If you do not want to participate in the Private Class Action Settlement, you must submit a signed written request to be excluded (“Notice of Opt-Out”) to the Claims Administrator at the address listed below. Your Notice of Opt-Out must read:

I understand that I am requesting to be excluded from the Class Action Settlement. I understand that I will not receive any monetary relief beyond the PAGA Payment. I understand that I may bring a separate legal action seeking individual damages, penalties, or other relief, but may receive nothing or less than what I would have received by fully participating in this settlement. I understand that Niantic may claim an offset for any payments received by me in this settlement against any later award of individual relief I may receive. I understand that by opting out, I may still be required to administratively exhaust any claim that I may bring.

Your Notice of Opt-Out must be postmarked by [REDACTED], 2025. If you do not timely submit a signed Notice of Opt Out (based on the postmark date), then (i) your Notice of Opt Out will be rejected; (ii) you will be deemed a Group/Class Member; and (iii) you will be bound by all the terms of the Settlement Agreement, including the release of Released Claims described in Section V of the Settlement Agreement. If the Notice of Opt Out is sent from within the United States, it must be sent via the U.S. Postal Service by First-Class Mail.

WHAT HAPPENS IF I OPT-OUT OF THIS SETTLEMENT?

You will not be entitled or permitted to assert an objection to the Class Action Settlement and you may receive only the PAGA Payment.

WHAT IF I SUBMIT A TIMELY NOTICE OF OPT-OUT BUT CHANGE MY MIND?

If you timely submitted a Notice of Opt-Out, but later decide that you would like to participate in the Class Action Settlement, you may withdraw your Notice of Opt-Out by submitting a “Rescission of Opt-out” statement to the Claims Administrator. The Rescission of Opt-out statement must include the following language:

I previously submitted an Opt-out statement seeking exclusion from the class action settlement. I have reconsidered and wish to withdraw my Opt-out statement. I understand that by rescinding my Opt-out I will be eligible to receive an additional payment from the settlement fund and may not bring a separate legal action against Niantic seeking damages.

The Rescission of Opt-out statement must be delivered to the Claims Administrator no later than [REDACTED], 2025.

WHAT IF I WANT TO OBJECT TO THE SETTLEMENT?

If you are not satisfied with the Class Action Settlement, you may object to the Settlement by submitting your objection in writing to the Court. You can give reasons why you think the Court should not approve the Settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Class Action Settlement. If the Court denies approval of the Class Action Settlement, the Private Class Action will continue in litigation.

Any objection to the proposed Settlement must be in writing. All written objections and supporting papers must (a) clearly identify the case name and number, (b) include the Group/Class Member’s Name, (c) include the Group/Class Member’s current address and telephone number, or current address and telephone number of your legal representative, and (d) include an explanation of why the Settlement Class Member objects to the Class Action Settlement, including the grounds therefore, any supporting documentation, and the reasons, if any, for requesting the opportunity to appear and be heard at the Final Approval Hearing. All written objections and supporting papers must then be submitted to the Court either by mailing them to the Clerk for Department 6, Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012, or by filing them in person at the Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012. All written objections must be filed or postmarked on or before _____, 2025.

Note: Failure to comply with all requirements of this section shall constitute grounds for striking an objection or denying a request to be heard, if applicable.

Note: You cannot both opt out and object to the settlement.

Note: Failure to comply with all requirements of this section shall constitute grounds for striking an objection or denying a request to be heard, if applicable.

WHAT HAPPENS IF I RECEIVE A CHECK FOR A SETTLEMENT PAYMENT, BUT DO NOT CASH IT?

Group/Class Members who do not opt out will receive a check for their Payment within approximately 7 weeks of the Court’s final approval of the Class Action Settlement (if approved by the Court). Checks will be mailed by the Claims Administrator to the last known address for each Group/Class Member. Checks must be cashed within 120 days of mailing. After that date, the checks will no longer be able to be cashed, and the Claims Administrator will attempt to redistribute the funds to those Group/Class Members who already cashed their checks. After three rounds of redistribution, if any amount remains less than \$250,000 the aggregate dollar amount of all uncashed checks will be provided in equal parts to Women in Games, National Center for Women & Information Technology, and Rewriting the Code. Regardless of whether

you cash your check for your Payment, if you do not opt out of the Settlement, you will have released the claims asserted in the Class Action.

HAVE YOU RECEIVED MEDICARE OR MEDICAID?

If so, please be sure to contact the Claims Administrator (see contact information in below) for further details on how this may impact your settlement and for an additional questionnaire required for compliance reporting. If you receive Medicare or Medicaid, it could impact your Payment. If you do not contact the Claims Administrator and the Medicare/Medicaid query (described below) does not return any results, Niantic will assume that you are not receiving any Medicare or Medicaid benefits.

Prior to the Final Fairness/Approval Hearing (as described above in the question: What Is The Next Step In The Approval Of This Proposed Settlement?), a Medicare/Medicaid query will be run on each Group/Class Member's Social Security Number, Date of Birth, Gender and Full Name. To the extent that the Claims Administrator is not provided a Social Security Number, Date of Birth, Gender or Full Name for a Group/Class Member, the Claims Administrator will contact the relevant Group/Class Member to attempt to obtain this information. If any Group/Class Member is a Medicare or Medicaid beneficiary and there is a lien against the Group/Class Member, that could impact the Group/Class Member's Payment.

HOW CAN I GET MORE INFORMATION?

If you have any questions, you may contact the Claims Administrator at [CONTACT INFORMATION, web portal].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK, THE JUDGE, OR NIAN TIC OR THEIR COUNSEL FOR INFORMATION ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT PROCESS.

[FULL NAME]

[Unique Settlement Identifier]

YOUR ESTIMATED SETTLEMENT PAYMENT

As described in more detail in the Settlement Agreement, Ex. B, every class member who does not opt out will receive a PAGA Payment, plus an additional amount, calculated as follows:

- Plaintiffs' Labor Economist Dr. David Neumark used the statistical model that he prepared for mediation in this action, with separate estimates for the EPA Claims and the FEHA Claims. He alleges that he found an estimated pay differential for the EPA class of 2.71% and for the FEHA Settlement Class, 4.33%. By using this differential for purposes of resolution only, Niantic does not concede that there is any pay differential between its employees, asserts that its retained expert determined using the applicable data that there is **no** statistically significant differential whatsoever, and expressly denies that there is or was at any time and expressly denies any wrongdoing or legal liability.
- These percentages will be applied to the total of your salary, lump sum payments and annual bonuses earned from July 7, 2019 through December 31, 2024, with interest added, to calculate your EPA and FEHA Settlement Shares.

If you signed a release agreement and accepted a monetary payment from Niantic previously, 65% of the monetary payment you previously received will be subtracted from your Share.

- Each class member's percentage of the total of all settlement shares will be calculated and applied to the amount remaining for allocation.

Your gross estimated settlement payment is: _____

As described in more detail in the Settlement Agreement, Ex. B, all class members who worked for Defendants on or after July 7, 2022 are also part of the PAGA Group and will receive equal shares of the plaintiffs' portion of the PAGA settlement amount. If you are within the PAGA Group, your share is listed below; if you are not within the PAGA Group, \$0 is listed below.

Your estimated PAGA payment is: _____

Exhibit B
ALLOCATION OF SETTLEMENT FUND TO CLASS AND PAGA MEMBERS

California Superior Court, County of Los Angeles
Case No. 23STCV15935

I. Allocation to Participating Settlement Class Members

A. All Settlement Class Members other than those who timely and properly elect not to participate in the Settlement will be bound by the Settlement and its release of claims (hereinafter, “Participating Settlement Class Members”). Settlement Payments will be made to each Participating Settlement Class Member, meaning that settlement checks will be sent to all Participating Settlement Class Members, and no claim forms will be required. All PAGA Group Members will receive a portion of the PAGA Payment regardless of whether they opt out or previously opted out of the class.

B. After deducting the amounts for the PAGA Payment, Plaintiffs’ Class Representative Service Award Payments (if any are awarded by the Court), Class Counsel’s Attorneys’ Fees and Expenses, and the Settlement Administrator’s fees and expenses, the remainder of the Settlement Amount (the “Net Settlement Fund”) will be allocated to each Participating Settlement Class Member pursuant to the Plan of Allocation set forth in paragraph D below.

C. Plaintiffs’ labor economist, Dr. David Neumark, will calculate the Settlement Payment of each Participating Settlement Class Member using the formulas set forth in the Plan of Allocation in paragraph D below, provide preliminary allocation data for the Class Notice to the Settlement Administrator on the schedule set forth in the Settlement Agreement, and after final approval provide a final allocation on the schedule set forth in the Settlement Agreement. By agreeing to this Allocation for purposes of resolution only, Niantic does not concede that there is

any pay differential between its employees and expressly and adamantly denies that there is or was at any time and expressly denies any wrongdoing or legal liability.

D. Plaintiffs' labor economist, Dr. Neumark, prepared a statistical model for mediation in this action, with separate estimates for the Equal Pay Act (EPA) Claims and the Fair Employment and Housing Act (FEHA) Claims. Niantic contends there is no pay differential, and disputes that Dr. Neumark's model accurately analyzes the applicable data, but have agreed to use this model for the calculation of settlement payments only. The allocation will be based on these figures, and proceed as follows:

1. For each Participating Settlement Class Member, calculate the dollar value of Dr. Neumark's calculated 2.71% statistical differential, which Niantic disputes, (including via a retained expert who determined using the applicable data that there is no statistically significant differential whatsoever), considering the Participating Settlement Class Member's salary, lump sum payments, and annual bonuses paid from July 7, 2019 through December 31, 2024, with interest at 10% per year added, plus an equal amount to be added as liquidated damages. This will be referred to as the "EPA Share."

3. For each Participating Settlement Class Member, calculate the dollar value of Dr. Neumark's calculated 4.33% statistical differential for FEHA, which Niantic also disputes (including via a retained expert who determined using the applicable data that there is no statistically significant differential whatsoever), considering the Participating Settlement Class Member's salary, lump sum payments, and annual bonuses paid from July 7, 2019 through December 31, 2024, with interest at 10% per year added. This will be referred to as the "FEHA Share."

4. The resulting total for each Participating Settlement Class Member will be referred to as their “Combined Share.”

5. The Combined Shares for all Participating Settlement Class Members will be added together (referred to as the “Total Combined Shares”), and each Participating Settlement Class Member’s percentage of the Total Combined Shares will be calculated by dividing each Class Member’s Combined Share by the Total Combined Shares. That percentage for each Class Member will then be multiplied by the amount of the Net Settlement Fund after deduction for the minimum payments described above.

For Settlement Class Members who signed a release with Niantic, 65% of the amount of severance they received in the release agreement will be subtracted from their Combined Share.

E. PAGA Payment Allocation: After deducting 65% of the PAGA Payment, which will be paid to the Division of Labor Standards Enforcement, the remainder will be allocated to all PAGA Group Members, whether or not they opt out, based on the relative number of pay periods (or fraction thereof) each PAGA Group member worked during the PAGA Period.

EXHIBIT 2



Reference No. 20250311-PJI-05

March 11, 2025

Zenia Anderson
Genie Harrison Law Firm, APC
523 W. 6th Street, Suite 707
Los Angeles, CA 90014

RE: 420 Class Members – Class and PAGA Settlement

Dear Zenia,

Thank you for this opportunity to provide a quote for your settlement. Using the parameters you described, Simpluris' total estimated cost is \$9,675. As a courtesy, we are offering a \$675 discount, for a discounted total of \$9,000.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104

Estimate Number:	20250311-PJI-05	Prepared By:	Patrick J. Ivie
Estimate Date:	3/11/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	6/9/2025	Email:	pivie@simpluris.com

Primary Contact
Attorney: **Zenia Anderson**
Firm: Genie Harrison Law Firm, APC
Email: zenia@genieharrisonlaw.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

**Case Name: 420 Class Members
Class and PAGA Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	420	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	4%
Language(s) for Communication	EN	Average Call Length:	4 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	TBD	Number of Distributions:	1
State(s):	CA	Tax Year(s):	1
Length of Administration:	9 Months		

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	2	\$220.00
Case Document Web Postings	\$225.00	1	\$225.00
Database Manager - Initial Data Analysis	\$125.00	2	\$250.00
Total:			\$695.00

Notice and Communications

- Assuming 10-page class Notice, sent by First Class US Mail, in English

Category	Unit Value	# of Units	Total
Notice Packet - assuming 10 images	\$3.00	420	\$1,260.00
Postage	\$0.72	420	\$302.40
NCOA/CASS/LACS	\$0.14	420	\$58.80
Undeliverable Processing and Skip Trace	\$0.32	42	\$13.44
Remail Notice (assuming 85% skip trace success)	\$4.00	36	\$142.80
Remail Postage	\$0.72	36	\$25.70
Mailing Supervisor	\$55.00	2	\$110.00
Total:			\$1,913.14

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

Category	Unit Value	# of Units	Total
Call Center Set Up	\$350.00	1	\$350.00
Toll Free Monthly Maintenance	\$95.00	9 Months	\$855.00
IVR (includes toll-free number charges)	\$15.00	2	\$30.00
Subtotal			\$1,235.00

Administration

- Process incoming class and counsel communications, opt-outs, disputes, and objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	2	\$250.00
Project Manager	\$110.00	2	\$220.00
Dispute Processing	\$1.75	21	\$36.75
Opt-out Processing	\$1.75	5	\$8.75
Reporting to Counsel (hours)	\$100.00	4	\$400.00
Total:			\$915.50

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	2	\$250.00
Disbursement Manager - Data Validation	\$90.00	2	\$180.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$125.00	9	\$1,125.00
Print & Mail Distribution Check and Tax Docs	\$0.60	420	\$252.00
Postage	\$0.72	420	\$302.40
Process Returned Checks (assuming 5%)	\$0.20	21	\$4.20
Skip Trace Search Undeliverable Checks	\$0.12	21	\$2.52
Remail Checks (includes postage)	\$1.70	21	\$35.70
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	2	\$180.00
Total:			\$4,356.82

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc.	\$45.00	2	\$90.00
Project Manager-Wrap-up Final Issues	\$110.00	2	\$220.00
Total:			\$560.00

Total Estimated Cost of Administration:	\$9,675
Less Client Courtesy Discount:	-\$675
Discounted Total:	\$9,000

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.