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David W. Slayton,
Executive Officer/Clerk of Court,
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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 GENIE HARRISON
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

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

Date: TBD
Time: 8:30 a.m.
Location: Dept. 6

Action filed: July 7, 2023
Trial date: None

DECLARATION OF GENIE HARRISON

I, Genie Harrison, declare as follows:

1. I am over the age of 18 years and an attorney at law, duly authorized to practice before all the courts of the State of California. I am familiar with the following facts and could and would competently testify to the following facts on the basis of my own personal knowledge. I am making this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Settlement in *Does v. Niantic, Inc.*, Case No. 23STCV15935 ("*Niantic*").

2. This declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of Class Settlement.

3. On July 7, 2023, my office filed a class action complaint for Jane Doe 1 against Niantic, alleging the following causes of action on behalf of Niantic's female former and current employees in California: (1) Violation of California Equal Pay Act (Cal. Labor Code § 1197.5(a)); (2) Retaliation in Violation of California Equal Pay Act (Cal. Labor Code § 1197.5(k)); (3) Gender Discrimination in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(a)); (4) Gender-Based Hostile Work Environment in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(j)(1)); (5) Retaliation for Opposing Gender Discrimination and Harassment in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(h)); (6) Failure to Prevent Gender Discrimination, Harassment, and Retaliation in Violation of the Fair Employment & Housing Act (Cal. Govt. Code § 12940(k)); and (7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.). That same day, my office filed a PAGA notice on behalf of Jane Doe 1 with the LWDA alleging violations of the Equal Pay Act and derivative violations.

4. On September 28, 2023, my office filed a Second Amended Complaint adding Jane Doe 2 as a plaintiff and class representative. My office also filed a PAGA notice with the LWDA on behalf of Jane Doe 2. The parties have since executed a tolling agreement extending the deadline for Jane Doe 2 to file a PAGA complaint.

5. On February 12, 2024, my office retained expert labor economist David Neumark, Ph.D and economist Phil Johnson, Ph.D., who is Managing Director of EconOne, to analyze Niantic's substantial employment data and information for Plaintiffs' gender discrimination and equal pay

1 violations claims, and to inform settlement negotiations.

2 6. Although Niantic has asserted that a stay applies to discovery of the class claims in this
3 matter pending its appeal of the denial of the Motion to Compel Arbitration, all Parties pursued informal
4 discovery in the litigation of this action to determine whether early resolution was possible. Plaintiffs
5 and Defendant exchanged over 3,000 documents, including employee compensation records,
6 performance evaluations, hiring documents, and employment policy and practices records. My office
7 participated in numerous conferences with Niantic's counsel to ensure the sufficiency of the information
8 in order to conduct informed and thorough negotiations.

9 7. From June 20, 2024, through September 26, 2024, Niantic produced to my office its
10 compensation data, including base wages, bonuses, incentive wages, and equity, paid or awarded to all
11 California employees during the class period up through May 29, 2024. Additionally for the same
12 employees during the same time period, Niantic produced records of employees' identified gender, race,
13 business titles, job levels, departments, and dates of employment. The experts my office retained
14 conducted extensive regression analyses of the employment data, discussed those regression analyses
15 with my office and with Nicholas Sarris, our co-counsel, over multiple meetings, and discussed and
16 analyzed the information provided by Niantic regarding its own experts' regression analysis of the data.

17 8. Additionally, between July 7, 2023, and August 20, 2024, my office and the office of
18 JML Law (our co-counsel) interviewed approximately 40 current and former Niantic employees
19 regarding alleged gender pay disparities, gender discrimination, and sexual harassment at Niantic.

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

26 10. The parties continued negotiations and shared additional information and informal
27 discovery over the course of the next several months. The experts that my office retained and that
28 Niantic's counsel separately retained also provided to Judge Buckley separate and opposing

1 presentations of their analyses of the classwide compensation data. After several months of continued
2 negotiations through sessions with Judge Buckley, on March 7, 2025, the Parties executed the
3 Settlement Agreement.

4 11. This proposed settlement is the product of extensive investigation and lengthy arm's-
5 length negotiations mediated by Judge Buckley over the course of numerous communications. My office
6 and the office of my co-counsel conducted an extensive investigation of the facts and law, including
7 reviewing and analyzing thousands of pages of documents, and interviewing approximately 40
8 witnesses, extensively interviewing the two Plaintiffs in this matter, and retaining two experts who
9 extensively analyzed the compensation records in this matter. As the documents produced were
10 extensive, my office, the office of my co-counsel, and the experts were required to spend an extensive
11 amount of time reviewing and analyzing the records.

12 12. 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 my office, the office of my co-counsel, and the Plaintiffs (my clients) agree that the settlement is
16 fair. Accordingly, the decision to settle did not occur until my office possessed sufficient information to
17 make an informed judgment regarding the likelihood of success on the merits and the results that could
18 be obtained through further litigation.

19 13. Niantic raised many hurdles to Plaintiffs obtaining a successful result for the class
20 through litigation, and further litigation of this case clearly posed real risks for various reasons. Some of
21 the defenses Niantic asserted include that:

- 22 a. Niantic has asserted that Plaintiffs' case suffers from several individualized issues
23 which would limit the likelihood of proving any systemic or class wide pattern or
24 practice. Niantic has asserted that to the extent any pay difference exists between
25 genders, an individualized inquiry would be required to determine all the factors
26 which have impacted a person's wage rate—including job performance, managerial
27 discretion, different reporting structures, differential duties based on project,
28 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;

- b. With respect to liability, Niantic has retained independent experts and has asserted that those experts have confirmed that Niantic does not have any pay equity disparity;
- c. 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;
- d. Niantic asserted that Plaintiffs cannot identify any uniform policy or practice of tolerating harassment, discrimination, or retaliation;
- e. Niantic has also pursued an appeal of the Court's denial of Niantic's motion to compel arbitration.

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

15. Based upon my office's discovery and investigation, and disregarding the uncertainty, potential for appellate risks, challenges to obtaining class certification and proving liability, and the substantial amount of class members who signed severance agreements with general releases, I anticipate that, if successful at trial on all claims, the economic damages would probably reasonably be in the range of \$18,544,224 to \$22,791,939, which would equate to an average of approximately \$45,675.43 to \$56,137.78 per class member. According to the terms of the Class Settlement, if no members of the class seek to be excluded, the average recovery per class/group member is estimated to be approximately at least \$11,924.

16. The Class Settlement Agreement provides for strong programmatic relief, including an independent economic expert to analyze ongoing equal pay disparities to the extent they exist and Niantic to determine appropriate remedies, in addition to other robust procedures to eliminate gender

1 discrimination in the workplace, will also benefit the class members who are current and future female
2 employees and agency workers for Niantic.

3 17. I believe that the settlement fairly and adequately compensates the class members and
4 provides strong programmatic relief. The consideration the class members will receive for the release of
5 the class members' claims made in this matter is reasonable in light of the strengths and weaknesses of
6 the claims and the risks involved in this litigation.

7 18. After a thorough investigation, interviews of approximately 40 employees, the production
8 of thousands of pages of documents, including compensation records for the class members, and
9 numerous formal settlement discussions through a professional mediator, the parties arrived at terms that
10 I view as in the best interests of the Class Members.

11 19. At the Final Approval Hearing, my office will request that the Court approve an incentive
12 award of \$40,000 to each Class Representative to recognize their time and effort on behalf of the Class,
13 including foregoing substantial severance offers so that they could prosecute this case, obtaining
14 counsel, assisting my office in the preparation of the lawsuit including attending dozens of hours of
15 discussions with my office about the class claims and identifying witnesses to contact and interview,
16 assisting in the prosecution, attending mediation and releasing all potential individual claims against
17 Niantic, including statutory and common law claims of retaliation and wrongful discharge.

18 20. The proposed settlement herein has no "obvious deficiencies" and is well within the
19 range of possible approval. All settlement members will receive an opportunity to participate in and
20 receive payment. The amount payable to each participating Group/Class Member will depend on the
21 financial losses they suffered during their employment as determined by Plaintiff's experts, the years
22 that they worked for Niantic, and the total compensation they were paid during the Class Period.

23 21. The fees and costs which my office seeks are also reasonable considering our successful
24 prosecution and resolution of this action, to be awarded upon application to the Court. My office and
25 the office of my co-counsel have agreed to seek no more than \$2,644,000 total from the Court for our
26 attorneys' fees. That makes up 33.3% of the total settlement sum, which California courts have approved
27 in other similar class actions.

28 22. I am an experienced class action attorney, have been appointed as lead counsel in class

1 and multi-plaintiff actions, and have a successful track record in litigating class actions. I am a
2 sophisticated employment law attorney having devoted my entire career to employment and civil rights
3 law. I have received recognition on a national and state level for their advocacy for employees, including
4 having been consistently been named as one of the top plaintiff attorneys in the State of California over
5 the course of over a decade and recently was named as Employment Lawyer of the Year, in addition to
6 countless other awards and recognitions for my work as litigator fighting on behalf of employees and
7 women. I was nominated as Attorney of the Year in 2024 by the Consumer Attorneys of California for
8 my work on the Riot Games equal pay and FEHA class action, over which this Honorable Court
9 presided.

10 23. Additionally, class settlements with Named Plaintiffs proceeding under pseudonyms have
11 been approved multiple times in courts in California, including in the matter of *Doe v California*
12 *Department of Public Health* (Case No. 20STCV32364) and in the matter of *In Re USC Student Health*
13 *Center Litigation* (Case No. 2:18-cv-04258-SVW).

14
15 I declare under the penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed this March 26, 2025 in Los Angeles, California.

17
18 By: 
19 GENIE HARRISON