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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

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

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

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

25. “Settlement Class” or “Settlement Class Member” means “all current or former female employees who worked in California from July 7, 2019 through the date of Preliminary Approval of the Settlement in this Action.” 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.

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

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

B. Cooperation

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

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

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

a bona fide factor.

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

C. Hiring Adverse Impact Analysis:

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

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

D. Pay Transparency

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

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

3. Niantic shall not rely on prior pay (including outstanding equity awards) or salary history to set starting compensation or level. An applicant may voluntarily disclose salary history 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).

G. No Retaliation.

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

H. Release Agreements.

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

VIII. COMPLIANCE

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

IX. MONETARY RELIEF

A. Settlement Administration

The Settlement Administrator will: deliver Notice of Settlement to Settlement Class Members and PAGA Group Members; resolve disputes in connection with the calculation of Settlement Shares in accordance with the Settlement and/or PAGA Payment; distribute 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

1 all Parties and counsel and prior Court approval.

2 **F. No Drafting Presumption**

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

6 **G. Dispute As To Meaning of Agreement Terms**

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

12 **H. Interpretation of Terms**

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

15 **I. Severability**

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

18 **J. Paragraph and Section Headings**

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

21 **K. Counterparts**

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

24 **L. Agreement Binding**

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

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

5 **M. Enforcement**

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

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

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

18
19
20 Dated: 03/07/2025

JANE DOE 1
(full name maintained on file by counsel for Jane Doe 1
below)



24 Dated: 03/07/2025

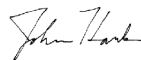
JANE DOE 2
(full name maintained on file by counsel for Jane Doe 2
below)



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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.