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**SUPERIOR COURT FOR 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 in Dept. 6*)

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATIONS OF
GENIE HARRISON AND NICHOLAS
SARRIS**

Date: TBD
Time: 10:00 a.m.
Location: Dept. 6

Action Filed: July 7, 2023
Trial Date: None Set

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

TO EACH PARTY AND EACH ATTORNEY OF RECORD:

PLEASE TAKE NOTICE that on _____ at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 6 of this Court, located at 312 N. Spring St, Los Angeles, CA 90012, Plaintiffs on behalf of themselves and all others similarly situated, will and hereby do move for an order provisionally certifying the settlement class and granting preliminary approval of the class action settlement filed herewith.

This Motion is based on this Notice of Motion, Plaintiffs' Memorandum of Points and Authorities in Support of Motion for Preliminary Approval of the Class Settlement, the supporting Declarations of Genie Harrison and Nicholas Sarris, which include the executed Settlement Agreement, a [Proposed] Order Granting Plaintiffs' Motion for Preliminary Approval of the Class Settlement, and Proposed Notice to the Class, all filed with this Notice.

DATED: March 27, 2025**Genie Harrison Law Firm, APC**

By: _____



**Genie Harrison, Esq.
Mia Munro, Esq.**

*Attorneys for Plaintiffs***DATED: March 27, 2025****JML Law, APC**

By: _____



**Nicholas Sarris, Esq.
Talya Deluya, Esq.**

Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On behalf of themselves and a class of approximately 406 current and former female employees Defendant Niantic, Inc. (“Niantic”), Plaintiffs and Proposed Class Representatives Jane Doe 1 and Jane Doe 2 (“Named Plaintiffs”) respectfully request that the Court: (1) conditionally certify the below defined Class for settlement purposes only, pursuant to Code of Civil Procedure section 382; (2) preliminarily approve the Settlement Agreement; (3) appoint Genie Harrison Law Firm, APC and JML Law, APLC Class Counsel; (4) direct that the Notice submitted herewith be disseminated to the Class; and (5) schedule a final approval hearing.

The Settlement Agreement was reached after nearly two years of litigation with significant investigation by current putative class counsel (“Class Counsel”) and Niantic, over forty witness interviews by Class Counsel, expert analysis, private mediation, and numerous post-mediation conferences over a six-month period presided over by the Honorable Daniel Buckley (Ret.) as well as an additional two weeks of further negotiations over the terms of the Settlement Agreement. The Settlement Agreement, attached hereto as Exhibit 1, contains all of the material terms of the settlement, including the manner and form of notice to be given to the Class, the contingencies or conditions to the settlement’s final approval, and other necessary and proper terms.

Under the terms of the Settlement Agreement, the total amount to be paid by Niantic shall be \$8,000,000.00 (“Settlement Sum”). The Settlement Sum shall be used to satisfy all monetary obligations in the case, including payments of the following amounts: at least \$4,841,000.00 to class members; \$65,000.00 to the Department of Labor Standards and Enforcement for Plaintiffs’ PAGA claim; Named Plaintiffs will be paid up to \$40,000.00 each as service and incentive awards; Class Counsel will be paid up to \$2,664,000.00 (33.3% of the Settlement Sum) in reasonable attorneys’ fees plus reimbursement of actual costs in an amount not to exceed the amount of \$200,000.00; and, \$150,000.00 in costs of the settlement administration, with service and incentive awards, attorneys’ fees and costs, and costs of settlement administration each being

subject to Court approval. Should the Court award less than the above amounts requested for fees and costs, the remainder shall go to the Class Fund for distribution to the class members.

The Parties have also agreed to donate unclaimed funds to charity after redistributions have occurred, in this case to Women in Games, National Center for Women & Information Technology, and Rewriting the Code, all 501(c)(3) non-profit organizations dedicated to helping girls and women succeed in technology sectors. Distributing unclaimed funds to charities of the Plaintiffs' choosing fulfills the principle of equity that underlies Plaintiffs' cause of action. *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706,722.

In addition, the Settlement Agreement provides for substantial prospective programmatic relief, including:

- Niantic will hire third-party independent experts to conduct sex/gender equity analysis of compensation, assignment, promotion, and hiring, for employees in Niantic's California offices for each year during the course of three years following the Settlement;
- Niantic will engage in compensation transparency with job applicants and employees by providing all job applicants with pay scales and with Niantic's California Pay Data Report (Government Code section 12999) upon request;
- Niantic will continue not to rely on prior pay or salary history to set compensation or job level;
- Niantic will create and maintain a centralized database of all employee complaints made regarding gender discrimination, harassment, retaliation, and equal pay, and preserve all documentation of such complaints for at least four years; and
- Niantic will notify employees in written policies that employees are not prohibited from discussing information about unlawful acts in the workplace regardless of any confidentiality or nondisclosure agreements they may have signed. All future agreements related to separation from employment will continue to state the same.

Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement Agreement.

///

II. SUMMARY OF LITIGATION

On July 7, 2023, Plaintiff Jane Doe 1 filed a class action complaint 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, Jane Doe 1 filed a PAGA notice with the LWDA alleging violations of the Equal Pay Act and derivative violations. Declaration of Nicholas Sarris (“Sarris Decl.”), ¶ 3.

On September 11, 2023, Jane Doe 1 filed a First Amended Complaint adding a cause of action for: (8) Civil Penalties under the Private Attorneys General Act (Cal. Labor Code § 2698, et seq.). Sarris Decl. ¶ 4.

On September 28, 2023, Plaintiffs Jane Doe 1 and Jane Doe 2 filed a Second Amended Complaint adding Jane Doe 2 as a plaintiff and class representative. Jane Doe 2 also filed a PAGA notice with the LWDA. The parties have executed a tolling agreement extending the deadline for Jane Doe 2 to file a PAGA complaint. Sarris Decl. ¶ 5.

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

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

On February 12, 2024, Plaintiffs 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 violations claims, and to inform settlement negotiations. Sarris Decl. ¶ 8.

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

Despite the Parties' disagreement on whether the automatic stay applied to the class allegations, all Parties pursued informal discovery in the litigation of the Class Action to determine whether early resolution was possible. Plaintiffs and Defendant exchanged over 3,000 documents, including employee compensation records, performance evaluations, hiring documents, and employment policy and practices records. The Parties participated in numerous conferences to ensure the sufficiency of the information in order to conduct an informed and thorough negotiation. Declaration of Genie Harrison ("Harrison Decl.") ¶ 6; Sarris Decl. ¶ 10.

From June 20, 2024, through September 26, 2024, Niantic produced to Plaintiffs its compensation data, including base wages, bonuses, incentive wages, and equity, paid or awarded to all California employees during the class period up through May 29, 2024. Additionally for the same employees during the same time period, Niantic produced records of employees' identified gender, race, business titles, job levels, departments, and dates of employment. Plaintiffs' experts conducted extensive regression analyses of the employment

1 data, discussed those regression analyses with Plaintiffs' counsel over multiple meetings, and
2 discussed and analyzed the information provided by Niantic regarding its own experts'
3 regression analysis of the data. Sarris Decl. ¶ 11.

4 Additionally, between July 7, 2023, and August 20, 2024, Plaintiffs' Counsel
5 interviewed approximately 40 current and former Niantic employees regarding alleged gender
6 pay disparities, gender discrimination, and sexual harassment at Niantic. Sarris Decl. ¶ 12.

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

14 Following the mediation on August 21, 2024, Plaintiffs' experts conducted additional
15 regression analyses.

16 After several months of continued negotiations through Judge Buckley, on March 7,
17 2025, the Parties executed the Settlement Agreement. Sarris Decl. ¶ 14.

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

The Settlement Agreement contains all the material terms of the settlement, including the manner and form of notice to be given to the Class, as well as the contingencies or conditions to the Settlement's final approval. Sarris Decl. ¶16, Exhibit 1.

III. SUMMARY OF SETTLEMENT

The Settlement Agreement completely resolves this action. The Settlement Agreement, without limitation, includes the following material terms and conditions:

A. Class Benefits

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

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

The programmatic relief, which provides for 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 discrimination in the workplace, will also benefit the class members who are current and future female employees and agency workers for Niantic. Sarris Decl. ¶ 19, Ex. 1, Sec. VII.

Class Counsel believes that the settlement fairly and adequately compensates the class members and provides strong programmatic relief. The consideration the class members will receive for the release of the class members' claims made in this matter is reasonable in light of

the strengths and weaknesses of the claims and the risks involved in this litigation. Harrison Decl. ¶ 17; Sarris Decl. ¶ 20.

B. Class Definition for Settlement

The parties have agreed to the certification of a plaintiff class (or Group/Class Member) defined as “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.” Sarris Decl. ¶ 21, Ex. 1, Sec. III.A.25.

C. Notice

1. Class List to be provided by Defendant

Within 35 calendar days after preliminary approval, Niantic will provide the Claims Administrator with the name and last known telephone number, address and social security number for all class members, which will be used to send the Notice of Settlement and related forms to all class members. The list will also identify class members who have executed general releases and the amounts received in exchange for those releases. Sarris Decl. ¶ 22, Ex. 1, Sec. IV.C.1.

2. Notice of Class Action to Class Members

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

will send a Notice Packet to any discovered email or physical addresses. Sarris Decl. ¶ 23, Ex. 1, Sec. IV.C.2.

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

3. Settlement Awards

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

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

1. For each Participating Settlement Class Member, calculate the dollar value of Dr. Neumark's calculated 2.71% statistical differential for EPA Claims, which Niantic disputes, 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."

2. For each Participating Settlement Class Member, calculate the dollar value of Dr. Neumark's calculated 4.33% statistical differential for FEHA Claims, which Niantic also disputes, 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.”

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

4. 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 PAGA payments described below.

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

PAGA Allocation: \$100,000 will be allocated as PAGA penalties. Of that, \$65,000 (65%) will be paid to the LWDA for the government’s share of PAGA penalties and \$35,000 (35%) will be paid to the PAGA Group Members. Sarris Decl. ¶ 25, Ex. 1, Attachment B.

4. Objecting

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

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5. Exclusion

The Notice shall provide that Group/Class Members who wish to exclude themselves from the Class must submit a written statement requesting exclusion from the Class no later than sixty (60) days after the date on which Notices are sent to the Class Members although the Court may hear late objections at its discretion (“Objection/Exclusion Deadline Date”). Any Group/Class Member who submits a timely and valid request for exclusion from the Class Settlement will only be entitled to the PAGA Payment if they are a PAGA Group Member under the Settlement and will not release any of the individual claims brought in the Class Action. Group/Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline Date shall be bound by all terms of the Settlement and any Final Judgment entered in the Class Action, if the Settlement is approved by the Superior Court. Sarris Decl. ¶ 27, Ex. 1, Sec. IV.C.7.

6. Procedure for Payment of Settlement Awards

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

7. Release of Claims and Attorneys’ Fees

If the settlement is approved by this Court, this Court will enter final judgment whereby the Parties will enjoy a release of solely the claims and allegations made in the Class Action as set forth in the Settlement Agreement, and the Class Counsel will apply for an award of fees and expenses. Subject to Court approval, Niantic has agreed to pay up to \$2,664,000.00 in attorneys’ fees to Class Counsel, and up to \$200,000.00 in litigation costs, from the Settlement Sum. Group/Class Members will not be personally liable for the for any attorneys’ fees or costs awarded by the Court, nor will any such award affect Group/Class Members’ rights under the Settlement Agreement. Sarris Decl. ¶ 29, Ex. 1, Sec. V.

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1 **8. Costs of the Settlement Administrator**

2 Up to \$150,000 has been segregated for the payment of Settlement Administrator costs.
3 The Parties have agreed to utilize Simpluris as the Class Administrator. Sarris Decl. ¶ 30, Exhibit
4 B.

5 **IV. ARGUMENT**

6 **A. The Class Should Be Preliminarily Certified**

7 In California, there are two certification prerequisites: (1) the existence of an
8 “ascertainable class,” and (2) “a well-defined community of interest in the questions of law and
9 fact involved affecting the parties to be represented.” *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d
10 695, 704 (citation omitted). In addition, as set forth above, California courts utilize the
11 procedures prescribed by the Federal Rules of Civil Procedure in class actions filed in California.
12 *See Schneider v. Vennard* (1986) 183 Cal.App.3d 1340, 1345-46; *Daar*, 67 Cal.2d at 695;
13 *Vasquez v. Superior Ct.* (1971) 4 Cal.3d 800. California Civil Code section 1781(b) provides:

14 The court shall permit the suit to be maintained on behalf of all members
15 of the represented class if all of the following conditions exist: (1) It is
16 impracticable to bring all members of the class before the court. (2) The
17 questions of law or fact common to the class are substantially similar and
18 predominate over the questions affecting the individual members. (3) The
19 claims or defenses of the representative plaintiffs are typical of the claims
20 or defenses of the class. (4) The representative plaintiffs will fairly and
21 adequately protect the interests of the class.

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

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

28 **2. 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. Sarris Decl. ¶ 33, Ex. 1, Sec. IV.C.1.

3. **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. Sarris Decl. ¶ 34.

4. **Typicality** – Typicality requires only that the class representative’s interests in the action be significantly similar to those of other class members. *See Richmond*, 29 Cal.3d at 470-75. A representative plaintiff’s claims are typical if they arise from the same event, practice, or course of conduct that gives rise to the claims of

1 other class members, and if his or her claims are based on the same legal theories. *See*
2 *Miller v. Woods* (1983) 148 Cal.App.3d 862, 874.

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

9 As the court in *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191
10 Cal.App.3d 1341, explained:

11 [I]t has never been the law in California that the class representative must
12 have *identical* interests with the class members. The only requirements are that
13 common questions of law and fact *predominate* and that the class representative
14 be *similarly* situated. *Id.* at 1347 (citation omitted, emphasis in original).

15 Accordingly, Plaintiffs' claims are typical of those of the Class Members.

16 **5. Adequacy of Representation** – To maintain a class action, the
17 representative plaintiff must adequately protect the interests of the class. Adequacy of
18 representation consists of two components. First, there must be no disabling conflicts of
19 interest between the class representatives and the class. Second, the class representatives
20 must be represented by counsel who are competent and experienced in the kind of
21 litigation to be undertaken. *McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450.

22 a. No Disabling Conflict of Interest Exist Between the Class
23 Representatives and the Class

24 No conflicts, disabling or otherwise, exist between the Class Representatives
25 because they have allegedly been damaged by the same alleged conduct (equal pay
26 violations, gender discrimination, hostile work environment, and retaliation), and have
27 the incentive to fairly represent all class members' claims to achieve the maximum
28 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. Sarris Decl. ¶ 36. Indeed,

1 Plaintiffs declined severances offered to them shortly before filing this matter so that they
2 may pursue these claims. Plaintiffs are informed of their duties and obligations as class
3 representatives and have put the class interest before her own throughout the litigation.
4 Sarris Decl. ¶ 37.¹

5 b. Class Counsel are Experienced Class Action Attorneys

6 Class Counsel are experienced class action attorneys, have been appointed as lead
7 counsel in class and multi-plaintiff actions, and have a successful track record in
8 litigating class actions. Harrison Decl. ¶ 22; Sarris Decl. ¶ 38. Additionally, Genie
9 Harrison has consistently been named as one of the top plaintiff attorneys in the State of
10 California over the course of over a decade and recently was named as Employment
11 Lawyer of the Year, in addition to countless other awards and recognitions for her work
12 as litigator fighting on behalf of employees and women. Harrison Decl. ¶ 22. Class
13 Counsel were nominated as Attorneys of the Year in 2024 by the Consumer Attorneys of
14 California for their work on the Riot Games equal pay and FEHA class action, over
15 which this Honorable Court presided. Sarris Decl. ¶ 38

16 After a thorough investigation, interviews of approximately 40 employees,
17 retention by two class and PAGA representatives, the production of thousands of pages of
18 documents, including compensation records for the class members, and numerous formal
19 settlement discussions through a professional mediator, the parties arrived at terms that
20 they viewed as in the best interests of both the Class Members and the parties. Harrison
21 Decl. ¶ 18; Sarris Decl. ¶ 39.

22 6. Superiority of Class Action – Also relevant to the Court's certification
23 decision is whether a class action is the superior method of adjudication. *See Schneider*,
24 183 Cal.App.3d at 1347. The California Supreme Court has “repeatedly emphasized the
25 importance of the class action device for vindicating the rights asserted by large groups of
26

27 ¹ We note that class settlements with Named Plaintiffs proceeding under pseudonyms have been
28 approved multiple times in courts in California, including in the matter of *Doe v California*
Department of Public Health (Case No. 20STCV32364) and in the matter of *In Re USC Student*
Health Center Litigation (Case No. 2:18-cv-04258-SVW). Harrison Decl. ¶ 23,

persons.” *Keating v. Superior Court* (1982) 31 Cal.3d 584, 609; *Southland Corp. v. Keating* (1984) 465 U.S. 1. The class device is even more appropriate to adjudicate the rights of large numbers of similarly situated victims who lack the sophistication, financial wherewithal, or individual incentive to sue on their own. Given the size of the potential individual recovery and the collective evidence that would be used to establish individual equal pay violations and hostile work environment claims, it would be impractical to bring each class member’s claim as an individual claim.

Accordingly, the Class meets all criteria for certification and should be certified for purposes of effectuating this settlement. *See Hogya v. Superior Court* (1977) 75 Cal.App.3d 122 (if the action satisfies the statutory criteria, the court must certify the class); *Dunk v. Ford Motor Corp.* (1996) 48 Cal.App.4th 1794, 1807 n.19 (a lesser standard of scrutiny applies when evaluating these criteria for settlement purposes and courts should take settlement into account in evaluating class certification); *Amchen Products, Inc. v. Windsor* (1997) 521 U.S. 591, 620 (because the Court is certifying this action for settlement purposes only, it need not determine whether the class would be manageable for litigation purposes).

B. The Settlement Meets All of The Requirements for Preliminary Approval Where It Is Fair, Reasonable and Equitable

While California law requires final judicial approval of class action settlements, there is no express requirement for *preliminary* approval of such settlements. *See* Code of Civ. Proc. §581(j). California courts, however, have adopted the procedures and standards developed by federal courts for such review and approval. *See Vasquez v. Superior Court* (1971) 4 Cal.3d 820; *La Sala v. Am. Sav. & Loan Ass’n* (1971) 5 Cal.3d 864, 872.

Preliminary approval does not require the Court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to voice their views of the settlement or to exclude themselves from the settlement. *See 5 Moore’s Federal Practice* 23.83[1], at 23-336.2 to 23-339. Thus, in considering

1 a potential settlement, the Court need not reach any ultimate conclusions on the issues of fact and
2 law that underlie the merits of the dispute and need not engage in a trial on the merits.
3 Preliminary approval is merely the prerequisite to giving notice so that “the proposed settlement .
4 . . . may be submitted to members of the prospective class for their acceptance or rejection.”
5 *Philadelphia Hous. Auth. v. Am. Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
6 F.Supp.364, 372. Preliminary approval of the settlement should be granted if there are no
7 “grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment
8 of class representatives or segments of the class, or excessive compensation for attorneys, and
9 [it] appear[s] to fall within the *range* of possible approval.” *Manual for Complex Litigation*
10 §30.41, at 236-37 (3d ed. 1995).

11 Additionally, as further set forth in the Declarations of Genie Harrison and Nicholas
12 Sarris, this settlement meets the criteria outlined in *Kullar v. Foot Locker Retail, Inc.* (2008) 168
13 Cal.App.4th 116 (“*Kullar*”). The *Kullar* court principally wanted to ensure that trial courts, when
14 deciding whether class-action settlements are fair, adequate, and reasonable, independently
15 evaluate the settlement amount in light of the strength of the plaintiff’s case, and that plaintiff
16 should provide the court the information necessary to make that evaluation. The *Kullar* court
17 cites the recognized factors set forth in cases like *Dunk v. Ford Motors Co.* (1996) 48
18 Cal.App.4th 1794, 1801, that trial courts should examine during the approval process, including
19 (1) the extent of discovery completed and the stage of the proceedings; (2) the strength of
20 plaintiff’s case in light of the settlement amount; (3) the risk, expense, complexity, and likely
21 duration of further litigation, as well as the risk of maintaining class-action status through trial;
22 (4) the experience and views of counsel; and (5) the reaction of class members to the proposed
23 settlement. *Id.* at 799.

24 As set forth below, and in the accompanying Declarations, this proposed settlement
25 satisfies the standard for preliminary approval as it is well within the range of possible approval,
26 it is a result of thorough arms-length negotiations and extensive investigation, and there are no
27 grounds to doubt its fairness. The settlement also meets the standards articulated in *Kullar*.
28 Sarris Decl. ¶ 40.

**1. The Settlement Agreement Resulted from Thorough, Arms-Length
Negotiation and Extensive Investigation**

There are no grounds to doubt the fairness of the settlement before the Court. When a proposed settlement is the result of arm's-length negotiations, by experienced and informed counsel, there is a presumption that it is fair and reasonable. *See* 2 Newberg & Conte, *Newberg on Class Actions* §11.41 at 11-88 (3d ed. 1992); *Manual for Complex Litigation* §30.42. Indeed, a trial court is directed to operate under a presumption of fairness when, *inter alia*, the settlement is the result of arm's-length negotiation, there has been investigation and discovery that are sufficient to permit counsel and the court to act intelligently, and counsel are experienced in similar litigation. *See Dunk.*, 48 Cal.App.4th at 1800-01.

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

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

Therefore, based on the foregoing data and their own independent investigation and evaluation, Class Counsel believes that the settlement with Niantic for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the class in light of the all known facts and circumstances.

1 **2. The Settlement Does Not Improperly Grant Preferential Treatment to the**
2 **Class Representative or Segments of the Class**

3 The relief provided in the settlement will benefit all Class Members appropriately. Each
4 Class Member will receive a proportionate share of the settlement based upon the alleged
5 underpayment each Class Member suffered as determined by Plaintiffs' retained experts. The
6 settlement does not improperly grant preferential treatment to the Class Representative or any
7 individual segments of the Class and indeed, the Class Representative will receive the same
8 amount as any other Class Member that is similarly situated except that the Plaintiffs will request
9 an incentive payment as described below. In exchange for the consideration in the Settlement
10 Agreement, all non-excluded class members will release Niantic from those claims asserted in
11 the Second Amended Class Action Complaint.

12 "Incentive awards to class representatives are intended to compensate class
13 representatives for the work and risk undertaken on behalf of the class, to reimburse expenses
14 incurred in the class litigation, and sometimes to recognize the willingness of class
15 representatives to act as a private attorney general." *Golba v. Dick's Sporting Goods, Inc.* (2015)
16 238 Cal.App.4th 1251, 1272.

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

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28 //

1 **3. The Settlement Has No “Obvious Deficiencies” and Falls Within the**
2 **Range of Approval**

3 The proposed settlement herein has no “obvious deficiencies” and is well within the
4 range of possible approval. All settlement members will receive an opportunity to participate in
5 and receive payment. The amount payable to each participating Group/Class Member will
6 depend on the financial losses they suffered during their employment as determined by
7 Plaintiff’s experts, the years that they worked for Niantic, and the total compensation they were
8 paid during the Class Period. Sarris Decl. ¶ 44.

9 The amounts calculated as described above will be the Settlement Class Members’ Gross
10 Settlement Amounts. Each Settlement Amount will be comprised of approximately 50% as
11 wages for disparities based on gender/sex, and 50% for personal injury, liquidated damages, and
12 PAGA penalties. The Class Administrator shall withhold each Settlement Class Member’s share
13 of all applicable payroll taxes from the payment allocated to wages and remit the Settlement
14 Award to the Settlement Class Members in accordance with the terms of the Agreement. Sarris
15 Decl. ¶ 45.

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

equal pay class action); *Stanley Donen Films v Twentieth Century Fox Film Corporation* (L.A. Sup. Ct., Apr. 9, 2018) (awarding 33.3% of class settlement to class counsel for attorneys' fees in contract/consumer class action); *Monterosa v. Precision Machine & Engineering L.L.C.* (L.A. Sup. Ct., 2018) (awarding 33.3% of class settlement to class counsel for attorneys' fees in employment wage and hour class action).

In arriving at a reasonable percentage fee award, courts have considered a variety of factors and focus on the particular circumstances of the case. Compensating class counsel in class litigation on a percentage basis makes good sense because, (1) it is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the case; and (3) it augurs for the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. See *Vizcaino, et al. v. Opinion Microsoft Corp.*, 290 F.3d 1043 (9th Cir. 2002) (in upholding 28% attorneys' fees award – \$27 million – the court considered factors such as the exceptional results achieved for the class, and the high risk of not prevailing). As in *Vizcaino*, Class Counsel achieved an exceptional result for the Class Members, working with Defendant to negotiate a settlement favorable to the class. Also as in *Vizcaino*, the risk of no recovery was very high.

Another factor in determining a reasonable fee award is the experience and expertise of 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. Harrison Decl. ¶ 22; Sarris Decl. ¶ 47.

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. Sarris Decl. ¶ 48.

4. Specific Risks of This Litigation

Niantic raised many hurdles to Plaintiffs obtaining a successful result for the class through litigation, and further litigation of this case posed real risks for various reasons. Niantic

1 has asserted numerous other defenses that, if successful, would adversely impact this class
2 action. These defenses include:

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

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

15 c. With respect to liability, Niantic has retained independent experts, and Niantic has
16 asserted that those experts have confirmed that Niantic does not have any pay equity disparity.
17 Sarris Decl. ¶ 51.

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

21 e Niantic asserted that Plaintiffs cannot identify any uniform policy or practice of
22 tolerating harassment, discrimination, or retaliation. Sarris Decl. ¶ 53.

23 f. Niantic has also pursued an appeal of the Court's denial of Niantic's motion to
24 compel arbitration. Sarris Decl. ¶ 54.

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

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

5. The Potential Value of Claims

As described above, the predominate claims faced significant challenges. Nevertheless, Class Counsel's experts conducted extensive regression analysis of Niantic's compensation records that found statistically significant disparities in pay between men and women (which Niantic continues to adamantly deny, including through its own expert analysis). Based upon said 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, Plaintiffs 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. Plaintiffs also conducted interviews with many witnesses about the alleged work environment at Niantic. The hostile work environment claim, which would primarily lead to emotional distress damages for the class, is more difficult to evaluate monetarily because there is no instruction for a jury on how to evaluate emotional distress claims monetarily. We also note that a similar case, *EEOC v Activision Blizzard* recently resolved claims of sexual harassment similar to those presented here for \$18,000,000 for a class of women substantially larger than in this case. Additionally, whether Plaintiffs would have been able to achieve any injunctive relief in this matter is uncertain. Sarris Decl. ¶ 57.

6. The Net Settlement Compensates the Class for Its Claims

Here, approximately 406 class members will be paid the approximate net amount of \$4,862,645.00, resulting in an average recovery of approximately \$11,924.00 per Settlement

1 Class Member if every single class member participates. This is a great result. The net settlement
2 adequately compensates the class members for the alleged violations. Sarris Decl. ¶ 58.

3 Courts approve settlements of class action cases where the disparity between exposure
4 and settlement is much greater than the near parity evidenced here. *See, e.g., Wershba v. Apple*
5 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 250; *Officers for Justice v. Civil Service Com'n of*
6 *City and County of San Francisco* (1982) 688 F.2d 615, 628 (“It is well-settled law that a cash
7 settlement amounting to only a fraction of the potential recovery will not per se render the
8 settlement inadequate or unfair.”) Moreover, Plaintiffs secured substantial programmatic relief
9 for the class, which recovery would be uncertain at trial.

10 Based on the foregoing, given the potential risks of proceeding with litigation and the
11 potential for denial of a motion for class certification motion or the potential for a low damages
12 award, this substantial settlement appropriately compensates the class and is well within the
13 acceptable range for preliminary approval.

14 **C. PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE**

15 The proposed Class Notice is accurate, informative, and readable by the average person.
16 Sarris Decl. ¶ 59, Ex. 1, Attachment A. It is written in simple, plain language, and provides key
17 information about the settlement so that the Class can choose what to do, as well as the date,
18 time, and place of the final settlement approval hearing. The Class Notice informs the Class that
19 they will be bound by the judgment and that they have the right to appear in or be excluded from
20 the Litigation. It further provides the deadline for submitting claim forms, objections and the
21 process by which a party may appear or opt out of the Class. The Notice is written in English –
22 the language that the class members (whom were Niantic’s employees and contractors based in
23 California) used in their official communications with Niantic, and the language that Niantic
24 used in its hiring, evaluation, and policy documents for all class members. Sarris Decl. ¶ 60, Ex.
25 1, Attachment A. The Notice is “adequate to ‘fairly apprise the prospective members of the class
26 of the terms of the proposed settlement and of the options that are open to them in connection
27 with [the] proceedings.’” *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85
28 Cal.App.4th 1135, 1164 (2000) (citation omitted). Further, as required, the Notice is neutral as to

the merits of the proposed settlement. *Id.* Finally, the Notice will be mailed to the address supplied by Niantic, Class Members' former employer, thus providing Class Members with the greatest opportunity to receive notice.

D. PROPOSED SCHEDULE OF EVENTS

The Court's entry of the Preliminary Approval Order would, among other things, (i) certify the action as a class action for the purposes of the proposed settlement; (ii) direct notice of the settlement to all members of the Class; and (iii) schedule a hearing to consider whether the settlement should be approved as being fair, reasonable, and adequate (the "Settlement Fairness Hearing"). As such, the Preliminary Approval Order sets certain deadlines, as follows:

Deadline for mailing Notice to the Class:	49 days after preliminary approval hearing
Deadline to Opt-Out of the Settlement:	60 days after Notice is mailed to class
Deadline for Intervention/Objection:	60 days after Notice is mailed to class
Hearing on Final Approval:	TBD by Court

This schedule is similar to those used and approved by numerous courts in class action settlements and provides due process to Settlement Class Members with respect to their rights concerning the settlement. *See Torrissi v. Tucson Elec. Power Co.* (9th Cir. 1993) 8 F.3d 1370.

V. CONCLUSION

Plaintiffs respectfully request that the Court grant preliminary approval of the proposed Settlement Agreement and enter the proposed Preliminary Approval Order.

DATED: March 27, 2025

Genie Harrison Law Firm, APC

By: 
Genie Harrison, Esq.
Mia Munro, Esq.

Attorneys for Plaintiffs

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DATED: March 27, 2025

JML Law, APC

Nicholas W. Sarris
By: _____
Nicholas Sarris, Esq.
Talya Deluya, Esq.
Attorneys for Plaintiffs

PROOF OF SERVICE
1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES - CENTRAL DISTRICT

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is, 5855 Topanga Canyon Blvd., Suite 300, Woodland Hills, CA 91367

On March 27, 2025, I served the foregoing document described as **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF GENIE HARRISON AND NICHOLAS SARRIS**, on the interested parties in this action by placing the original true copies thereof enclosed in a sealed envelope, addressed as follows:

Lynne C. Hermle, Esq.
Anjali Prasad Vadillo, Esq.
ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
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Attorneys for: Defendant, NIANTIC, INC.

☒ **[By Electronic Service]** Pursuant to the Court's Electronic Case Management Order, I institute service of the foregoing document by submitting an electronic version of the document via file transfer protocol (FTP) to Case Anywhere through the upload feature at www.caseanywhere.com. Service will be deemed effective as provided for in the Electronic Case Management Order.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 27, 2025 at Woodland Hills, California.



Tad Kuchar