

PAGA SETTLEMENT AGREEMENT

Subject to the approval of the Court, pursuant to the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”) and, in particular section 2699(l)(2), this PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff VIVI FAY (“Plaintiff”) for herself, on behalf of other Settlement Group Members (defined below), the State of California, and the LWDA and Defendants TikTok U.S. Data Security Inc., TikTok Inc., and ByteDance Inc., and any of their respective parents, subsidiaries, and affiliated companies (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties.”

The Parties agree that the Action (as defined below) shall be ended, settled, resolved, and concluded by agreement of Defendants to pay the “Total Settlement Amount” as described below of One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00), subject to Section 3.1 and the potential Escalator Payment set forth therein. The Total Settlement Amount covers the Employees’ Payment to Settlement Group Members, the PAGA Representative’s Payment, the General Release Payment, the LWDA Payment, PAGA Counsels’ Fees and Expenses Payment, and the Settlement Administration Fee (all defined below). Defendants’ monetary obligations under this Agreement are limited to the Total Settlement Amount, and Defendants may not be required to contribute additional monies above the Total Settlement Amount under any circumstances whatsoever. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Agreement.

1. DEFINITIONS.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage-and-hour violations against Defendants captioned: *VIVI FAY, an individual and on behalf of all others similarly situated and aggrieved v. TIKTOK U.S. DATA SECURITY, INC., a Delaware corporation; TIKTOK, INC.; a California corporation; and DOES 1 through 100, inclusive*, Los Angeles County Superior Court Case No. 24STCV08712, filed April 8, 2024.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral settlement administrator the Parties have agreed to appoint to administer the Settlement in accordance with this Agreement.
- 1.3 “Amended LWDA Notice” means Plaintiff’s March 25, 2025 letter to Defendants and the LWDA amending Plaintiff’s LWDA Notice.
- 1.4 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.5 “Complaint” means the complaint filed on April 8, 2024 in this Action.

- 1.6 “Court” means the Superior Court of California, County of Los Angeles.
- 1.7 “Covered Period” means the period from January 26, 2023 to the date the Court approves this Settlement.
- 1.8 “Covered Pay Periods” means the number of pay periods during which each Settlement Group Member was assigned to California by Defendants as an hourly non-exempt employee during the Covered Period.
- 1.9 “Defense Counsel” means:
- ELENA R. BACA (SBN 160564)
elenabaca@paulhastings.com
PAUL HASTINGS LLP
515 South Flower Street, 25th Floor
Los Angeles, California 90071
Telephone: (213) 683-6000
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- RYAN D. DERRY (SBN 244337)
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PAUL HASTINGS LLP
101 California Street, 48th Floor
San Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
- 1.10 “Effective Date” means the date this Agreement shall be effective upon the earliest date, following entry of an order by the Court approving the Settlement, upon which one of the following has occurred: (i) expiration of all potential appeals periods without a filing of a notice of appeal of the order; (ii) final affirmance of the order by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, *certiorari*, etc.) such that the order is no longer subject to further judicial review. If the LWDA objects to the Settlement, the Court does not grant approval of the Settlement without material modifications, or if the Court’s final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void and there shall be no Effective Date under this Section.
- 1.11 “Employees’ Payment” means the 25% of the Net Settlement Amount that shall be distributed to Settlement Group Members subject to the “Settlement Share” calculation set forth below.
- 1.12 “Judgment” means the judgment entered by the Court based upon the Final Approval.

- 1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (i).
- 1.14 “LWDA Notice” means Plaintiff’s January 26, 2024 letter to Defendants and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd. (a).
- 1.15 “LWDA PAGA Payment” means the 75% of the Net Settlement Amount that shall be distributed to the LWDA under California Labor Code section 2699(i).
- 1.16 “Net Settlement Amount” is the amount from the Total Settlement Amount that is available for distribution to Settlement Group Members (“Settlement Shares,” and the LWDA PAGA Payment after deduction for (i) the Settlement Administration Fee; (ii) the PAGA Representative’s Payment, (iii) the General Release Payment; and (iv) the PAGA Counsels’ Fees and Expenses Payment.
- 1.17 “PAGA” means the Private Attorneys General Act (California Labor Code sections 2698, *et seq.*)
- 1.18 “PAGA Counsel” means Amir Seyedfarshi of Employment Rights Lawyers and Scott Warmuth of Law Offices of Scott Warmuth, the attorneys representing the Plaintiff in the Action.
- 1.19 “PAGA Counsels’ Fees and Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Total Settlement Amount, allocated 25% to the Aggrieved Employees (estimated at \$16,794.17) and the 75% to LWDA (estimated at \$50,382.50) in settlement of PAGA claims.
- 1.21 “Released Claims” means any and all individual or representative claims for relief under PAGA, of whatever kind or nature, whether known or unknown, arising during the Covered Period based on the facts and allegations asserted by Plaintiff in her LWDA Notice, Amended LWDA Notice, and operative FAC, including, but not limited to claims that reasonably could be premised on allegations related to and derivative of theories of failure to compensate for all wages including minimum wage and overtime; failure to provide meal periods or pay premium wages; failure to provide first and second rest periods or pay premium wages; failure to timely pay all wages upon separation from Defendants’ employment; failure to timely pay all wages during employment; failure to provide accurate itemized wage statements; failure to pay sick pay; failure to provide suitable seating; preventing employees from competing with Defendants; preventing employees from engaging in lawful conduct during non-working hours; failure to provide a safe and healthful workplace including failure to provide safety devices and safety guards; conducting unlawful background checks on prospective employees by requiring disclosure of conviction history; inquiring and relying on an applicant’s salary history; requiring

employees to waive rights under FEHA or the Labor Code as a condition of employment; failure to pay temporary employees weekly; failure to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and gift cards, into the regular rate of pay for overtime and sick pay; failure to pay vacation wages at separation; failure to pay split shift premiums; waiting time penalties; unfair competition; and incorporating the applicable Labor Code sections including, but not limited to, California Labor Code sections 96, 98.6, 201, 202, 203, 210, 225.5, 226, 226.3, 227.3, 226.7, 226.8, 232, 232.5, 246, 256, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, and 2699, 2802, 2810.5, 6401, 6402, 6403, 6409.6 and applicable IWC Wage Orders; Cal. Bus. & Prof. Code sections 17200 *et seq.*, 16600 *et seq.*, and 16700 *et seq.*; and Cal. Gov't Code 12952 and any resulting claim for attorneys' fees and costs under PAGA.

- 1.22 "Released Parties" means: Defendants and their current and former, direct and indirect owners, parents, subsidiaries, predecessors and successors, brother-sister companies, and all other affiliates and related entities, and their current and former partners, directors, officers, trustees, insurers, employees, attorneys, agents, and other related parties.
- 1.23 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.24 "Settlement Administration Fee" means the amount the Administrator will be paid from the Total Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement. In no event shall Defendants be responsible for any additional costs for the Administrator beyond any amount approved by the Court to be paid from the Total Settlement Amount.
- 1.25 "Settlement Group Members" means all current and former hourly, non-exempt employees of Defendants assigned to California at any time during the Covered Period.
- 1.26 "Settlement Group Members Address Search" means the Administrator's investigation and search for current Settlement Group Members' mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Settlement Group Members.

2. RECITALS.

- 2.1 On January 26, 2024, Plaintiff submitted on behalf of herself, other allegedly aggrieved employees, and the State of California a notice to the LWDA ("LWDA Notice") alleging numerous Labor Code violations.
- 2.2 On April 8, 2024, Plaintiff commenced this Action by filing the Complaint.

- 2.3 Defendants have denied, and continue to deny, any wrongdoing in regard to the alleged violations in Plaintiff's LWDA Notice and the Complaint filed in this Action.
- 2.4 Pursuant to California Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the LWDA Notice.
- 2.5 Before reaching this Settlement, the Parties engaged in their own investigations, the informal exchange of additional information and data, settlement discussions, and mediation.
- 2.6 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of the data, time entries, and documents required to perform her analysis.
- 2.7 This Agreement is the result of arms-length negotiation between the Parties through mediation. On February 26, 2025, the Parties participated in an all-day mediation presided over by Judge Jeffrey K. Winikow (Ret.) which led to this Agreement to settle the Action.
- 2.8 This Settlement contemplates all the following:
 - 2.8.1 On March 25, 2025, for the purposes of this Settlement, Plaintiff submitted an Amended LWDA Notice.
 - 2.8.2 For purposes of this Settlement only, Plaintiff will concurrently seek to file a First Amended Complaint ("FAC"). The proposed FAC (i) retains the factual bases for the causes of action under PAGA asserted in the Complaint, (ii) adds ByteDance Inc. as a Defendant, (iii) corrects the names of the other Defendants to "TikTok U.S. Data Security Inc." and "TikTok Inc.," and (iv) accurately reflects all legal theories alleged in Plaintiff's LWDA Notice and Amended LWDA Notice. All claims asserted in the FAC shall relate back to January 26, 2023, the date that is one-year before Plaintiff's LWDA Notice.
 - 2.8.3 Once the FAC is prepared and agreed to by the Parties and this Agreement is signed, Plaintiff shall file: (i) a motion for approval of the Settlement ("Motion"); and (ii) stipulation of the Parties to permit filing of the FAC, pending approval of the Settlement. The Motion shall be noticed to be heard at least sixty-five (65) days after Plaintiff's submission of the Amended LWDA Notice to the LWDA.
 - 2.8.4 Should the LWDA serve notice under California Labor Code section 2699.3(a)(2) in response to the Amended LWDA Notice, Plaintiff shall withdraw her Motion and this Agreement shall be null and void.
 - 2.8.5 Should, for whatever reason, the Settlement set forth in this Agreement not become final, the Amended LWDA Notice shall be withdrawn and the FAC shall be deemed stricken, null and void *ab initio*, with the previously-filed

LWDA Notice and Complaint remaining the operative documents, and Defendants reserve all rights to challenge and defend against those documents.

- 2.8.6 Entry of an order by the Court granting approval of the payment for settlement of the PAGA penalties, pursuant to California Labor Code section 2699(1)(2).
- 2.8.7 Plaintiff's execution of a general release (including a waiver of California Civil Code section 1542) in exchange for the "General Release Payment" of Five Thousand Dollars and No Cents (\$5,000.00) as described in Section 3.2.4 below.

3. MONETARY TERMS.

- 3.1 At the time of mediation, Defendants calculated 12,048 pay periods for the time period January 26, 2023 to December 28, 2024. The Total Settlement Amount shall be One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00) if the total number of pay periods for Settlement Group Members during the Covered Period is equal to or less than 15,492 pay periods. If the total number of pay periods for Settlement Group Members during the Covered Period is greater than 15,492, Defendants will pay \$10.32 for each pay period in excess of 15,492 during the Covered Period (the "Escalator Payment"). The Total Settlement Amount, if there are more than 15,492 pay periods during the Covered Period shall be One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00) plus the Escalator Payment.
- 3.2 Payments from the Total Settlement Amount. The Administrator will make and deduct the following payments from the Total Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To PAGA Counsel: Defendants agree not to oppose any application or motion by PAGA Counsel for attorneys' fees of up to one-third of the settlement amount or Fifty-Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$53,333.33) and up to Twenty-One Thousand Six Hundred Forty Dollars and No Cents (\$21,640.00) for reasonable costs (collectively, "PAGA Counsel's Fees and Expenses Payment"), as to be requested by PAGA Counsel and subject to approval by the Court. PAGA Counsel agrees not to petition the Court for any additional payments for fees, costs or interest. PAGA Counsel further agrees to submit concurrently with any motion to approve this Settlement a declaration containing itemized details of reasonable costs for which reimbursement is sought, including a summary of costs by category. The total payment approved by the Court pursuant to this Section shall constitute full satisfaction of Defendants' and/or any of the Released Parties' obligations to pay amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs incurred on behalf of the Plaintiff, the LWDA, and/or the Settlement Group Members arising out of the facts and

allegations asserted in the Complaint, FAC, LWDA Notice, or Amended LWDA Notice and shall relieve the Released Parties from any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of the Plaintiff, the LWDA, or the Settlement Group Members. If the Court approves a PAGA Counsels' Fees and Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will issue for the PAGA Counsel Fees and Expenses Payment one or more IRS 1099 Forms. PAGA Counsel shall indemnify, defend, and hold the Released Parties and Defense Counsel harmless for any and all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with the PAGA Counsels' Fees and Expenses Payment.

3.2.2 To the Administrator: An "Administrator Expenses Payment" not to exceed Seven Thousand Eight Hundred Fifty Dollars and No Cents (\$7,850.00) except for a showing of good cause and as approved by the Court. To the extent the "Administration Expenses" are less or the Court approves payment less than \$7,850.00, the remainder will be retained in the Net Settlement Amount.

3.2.3 PAGA Representative's Payment: In recognition of Plaintiff's efforts on behalf of the Settlement Group Members and participation in this Action, Defendants agree not to oppose a "PAGA Representative's Payment" not to exceed Five Thousand Dollars and No Cents (\$5,000.00) to Plaintiff. Any approved PAGA Representative's Payment will be paid to Plaintiff by the Administrator in a lump sum, without payroll tax deductions and withholding, and Plaintiff will be issued a Form 1099 as to her payments, which shall be paid no sooner than the payments to the LWDA and Settlement Group Members.

3.2.4 General Release Payment: Further, as set forth in Section 10, Five Thousand Dollars and No Cents (\$5,000.00) of the Total Settlement Amount shall be allocated as consideration to Plaintiff, as a compromise and release of Plaintiff's Individual Claims and in exchange for Plaintiff executing a general release in the Released Parties' favor, pursuant to Section 1542 (the "General Release Payment"). The General Release Payment shall be paid no sooner than the payments to the LWDA and Settlement Group Members.

3.3 Payments from the Net Settlement Amount. The Administrator will make and deduct the following payments from the Net Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.3.1 To the LWDA: Seventy Five Percent (75%) of the Net Settlement Amount shall be paid to the LWDA (the “LWDA Payment”). The Administrator shall transmit the LWDA Payment to the LWDA as one lump sum payment.
- 3.3.2 To the Settlement Group Members: Twenty Five Percent (25%) of the Net Settlement Amount (Employees’ Payment) shall be paid to the Settlement Group Members pro rata as their Settlement Shares. The Settlement Shares shall be treated as civil penalties for purposes of IRS reporting and the Administrator shall issue a Form 1099 to each Settlement Group Member for his or her share as required.
- 3.3.2.1 The Administrator will calculate each Settlement Share by crediting each Settlement Group member with one (1) unit for each payroll period that he or she was assigned to California by Defendants during the Covered Period (“Covered Pay Periods”).
- 3.3.2.2 Each Settlement Group Member’s Settlement Share will equal the Employees’ Payment times the ratio of (a) the Settlement Group Member’s unit(s) to (b) the total number of Covered Pay Periods.
- 3.3.2.3 Plaintiff, PAGA Counsel, Defendants, and Defendants’ Counsel make no representations or warranties with respect to tax consequences of any payment under this Agreement, do not intend anything contained in this Agreement to constitute advice regarding taxes or taxability, and nothing in this Agreement may be relied upon as such. Settlement Group Members assume full responsibility and liability for any taxes owed on their respective Employees’ Payment. Plaintiff and PAGA Counsel will be solely responsible for correctly characterizing any compensation received under the Settlement on their respective personal income tax returns for tax purposes, and paying all appropriate taxes due and penalties assessed on any and all amounts paid to them under this Settlement.
- 3.3.2.4 The Administrator shall issue to all Settlement Group Members (i) a notice to each Settlement Group Member generally in the form of Exhibit A, attached hereto; (ii) a check for their respective Settlement Share(s); and (iii) as required, an IRS Form 1099 for their respective Settlement Share.
- 3.3.2.5 If any Settlement Group Members fail to deposit or cash the check for their respective Settlement Share(s) within one hundred and eighty (180) days after the Administrator mails the distributions to the Settlement Group Members, the Administrator will send the uncashed amounts to the California State Controller, with the identity of each of the Settlement

Group Member(s) to whom the funds belong, to be held for the Settlement Group Member(s) per the California Unclaimed Property Law, and such funds will remain the Settlement Group Member(s)'s property to the extent legally applicable.

3.3.2.6 If required by the Court, following distribution of the Total Settlement Amount, and transmission of any remaining funds to the California State Controller, the Administrator shall be responsible for preparing and PAGA Counsel shall file a declaration confirming distribution of the Total Settlement Amount consistent with this Agreement.

4. SETTLEMENT PAYMENT PROCEDURES.

- 4.1 Settlement Group Members' Data. Within seventy-five (75) days after the Court approval of the Settlement, Defendants will provide to the Settlement Administrator the names, last known addresses and telephone numbers, Social Security numbers, and Covered Pay Periods of all Settlement Group Members.
- 4.2 Wire Transfer Information. The Settlement Administrator will provide Defendants with information identified by Defendants as necessary to effectuate a wire transfer within five (5) days of receipt of the Settlement Group Members' Data.
- 4.3 Funding. Defendants will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer within thirty (30) days after the Settlement Administrator provides Defendants with information identified by Defendants as necessary to effectuate wire transfer, including the final Total Settlement Amount, subject to Section 3.1.
- 4.4 Time for Payment. All Settlement Shares to Settlement Group Members, the LWDA Payment, the PAGA Representative's Payment, the General Release Payment, PAGA Counsels' Fees and Expenses Payment, and the Settlement Administrator's fees and expenses will be paid within fourteen (14) days after Defendants transfer the Total Settlement Amount to the Settlement Administrator. However, Plaintiff shall not receive any General Release Payment until she executes a general release agreement in the standard form prepared and approved by Defendants.

5. RELEASES OF CLAIMS.

- 5.1 Upon the approval by the Court of this Settlement, Plaintiff, on behalf of herself, the State of California, and the LWDA and the Settlement Group Members, fully releases and discharges Defendants and the Released Parties from any and all Released Claims.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1 The Parties agree to cooperate in obtaining an order and judgment from the Court approving the Agreement, and payment of the PAGA penalties as described herein, pursuant to California Labor Code section 2699(1)(2).
- 6.2 If the Parties disagree on any aspect of the Motion and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
- 6.3 In connection with the Motion, PAGA Counsel shall submit this Agreement to the Court for its approval and, at the same time, submit this Agreement to the LWDA, pursuant to California Labor Code section 2699(1)(2). PAGA Counsel shall also submit to the Court a proposed order and judgment approving this Agreement, retaining jurisdiction pursuant to California Civil Procedure Code section 664.6 to enforce its terms. PAGA Counsel shall submit a copy of the order approving this Agreement and a copy of any other order providing or denying an award of civil penalties with prejudice to the LWDA within ten (10) days after entry of the order, in compliance with California Labor Code section 2699(1)(3). If Plaintiff fails to satisfy this condition in strict compliance with section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Defendants' option.
- 6.4 Should the Court not grant approval of this Agreement, including the payment of the aggregate amount of the Total Settlement Amount as described in this Agreement, then the entirety of this Agreement shall be null and void, but the Parties will use best efforts to satisfy any concerns expressed by the Court, including negotiating in good faith with respect to any suggestion modification of the Agreement, to obtain approval for the Settlement. A modification of amounts payable for PAGA Counsels' Fees and Expenses Payment, the PAGA Representative's Payment, and the General Release Payment shall not be deemed a material modification of the Settlement; provided, however, that an elimination of the General Release Payment in its entirety may be deemed a material modification of the Settlement at Defendants' discretion. For the avoidance of doubt, Plaintiff's agreement to enter into a General Release in exchange for consideration is a material term of the Settlement for Defendants.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, the Administrator has agreed to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing any required reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.5 Address Search. Before mailing the settlement checks, the Settlement Administrator shall update the addresses by conducting the Settlement Group Members Address Search. If any Settlement Share to a Settlement Group Member is returned as undeliverable, the Settlement Administrator shall search the National Change of Address database again for a more current address of the Settlement Group Member and re-mail the Settlement Share to any alternative or updated address that is located, within five (5) calendar days.

8. DISMISSAL AND CONTINUING JURISDICTION OF THE COURT.

- 8.1 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9. WAIVER OF RIGHT TO APPEAL.

- 9.1 Provided the Judgment is consistent with the material terms of this Agreement, specifically including the PAGA Counsels’ Fees Payment and Expense Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the time for consummating this Settlement (including making payments under this Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.
- 9.2 The Parties agree there is no statutory right for any Settlement Group Member to object, opt out, or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Settlement Group Member to appeal the approval of the Settlement by the Court, with the exception of Plaintiff.

10. GENERAL RELEASE BY PLAINTIFF.

- 10.1 Upon the approval by the Court of this Agreement, in exchange for the General Release Payment, Plaintiff agrees to enter into a standalone general release in a format acceptable to Defendants, wherein they will release, acquit, and forever discharge Released Parties, or any of them, from any and all known and unknown claims. The general release will waive the protection of California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 10.2 Execution of standalone, confidential general releases is a condition precedent to Plaintiff's receipt of the General Release Payment or any additional consideration beyond Plaintiff's individual Settlement Share.

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission. This Agreement represents a compromise and settlement of highly disputed claims. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as an admission by Defendants of any violations of Plaintiff's or the Settlement Group Members' rights, or any violation of any order, law, statute, duty, or contract whatsoever. Defendants specifically disclaim any liability to Plaintiff, any of the Settlement Group Members, the LWDA for any alleged violations of rights, or for any alleged violation of any order, law, statute, duty, or contract.
- 11.2 Non-Evidentiary Use. Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties or their respective counsel, Settlement Group Members, or by a party or their respective counsel in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any action or proceeding to enforce, construe, or finalize this Agreement as to any person or entity covered by this Agreement.
- 11.3 Confidentiality Preceding Court Approval. Prior to filing of the Motion, Plaintiff and her attorney will not issue any press or other media releases or have any communication with the press or media or anyone other than family members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion, Plaintiff or her attorney disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendants may rescind the Settlement, rendering it null

and void. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 11.4 Voluntariness. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or any other person, firm, or other entity.
- 11.5 Fair, Adequate, and Reasonable Settlement. The Parties agree that this Settlement is fair and reasonable and will so represent to the Court.
- 11.6 Amendments or Modification. The terms and provisions of this Agreement may be amended only by a written agreement that is both: (a) signed by Plaintiff, Defendants, PAGA Counsel, and Defense Counsel, and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.
- 11.7 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.8 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.9 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.10 No Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Settlement Group Member, PAGA Counsel, or Defense Counsel, without the express written consent of each other party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of

the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

- 11.11 Dispute. Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- 11.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.13 Applicable Law. This Agreement and its exhibits will be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the state of California.
- 11.14 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

AMIR H. SEYEDFARSHI
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EMPLOYMENT RIGHTS LAWYERS, APC
6380 Wilshire Blvd., Suite 1602
Los Angeles, California 90048

SCOTT WARMUTH
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LAW OFFICES OF SCOTT WARMUTH, APC
17700 Castleton St., Suite 168
City of Industry, CA 91748

To Defendants:

RYAN D. DERRY
ryanderry@paulhastings.com
RYAN P. MCGILL
ryanmcgill@paulhastings.com
PAUL HASTINGS LLP
101 California Street, 48th Floor
San Francisco, California 94111

- 11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

IN WITNESS WHEREOF, the Parties, PAGA Counsel, and Defendants' Counsel have executed this Agreement on the last date set forth below:

EMPLOYMENT RIGHTS LAWYERS, APC
Counsel for Plaintiff Vivi Fay and the Settlement Group Members

Date: 4/28/2025

Signature: *Amir Seyedfarshi*
Amir Seyedfarshi

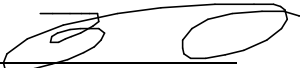
LAW OFFICES OF SCOTT WARMUTH
Counsel for Plaintiff Vivi Fay and the Settlement Group Members

Date: 4/28/2025

Signature: *Scott Warmuth*
Scott Warmuth

PLAINTIFF VIVI FAY

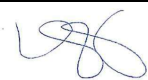
Date: 04/28/2025

Signature: 
Vivi Fay

PAUL HASTINGS LLP

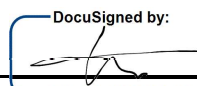
Counsel for Defendants TikTok U.S. Data Security Inc., TikTok Inc., and ByteDance Inc.

Date: 05/14/2025

Signature: 
Ryan Derry

DEFENDANT TIKTOK U.S. DATA SECURITY INC.

Date: 5/21/2025

Signature: 
Shou Zi Chew

DEFENDANT TIKTOK INC.

Date: 5/21/2025

Signature: 
Shou Zi Chew

DEFENDANT BYTEDANCE INC.

Date: 5/21/2025

Signature: 
Blake Chandlee