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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

KELLY ELLIS, HOLLY PEASE, KELLI WISURI, and HEIDI LAMAR  
individually, on behalf of all other  
similarly situated,  
  
Plaintiffs,  
  
vs.  
  
GOOGLE, LLC.  
  
Defendant.

Case No. CGC-17-561299

**SETTLEMENT AGREEMENT AND  
[PROPOSED] ORDER**

Complaint Filed: September 14, 2017  
Trial Date: January 23, 2023

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1 **I. INTRODUCTION**

2 Subject to approval by the Superior Court of California, County of San Francisco (the  
3 “Court”), this Settlement Agreement and [Proposed] Order (“Settlement Agreement,”  
4 “Settlement” or “Agreement”) sets forth the full and final terms by which Kelly Ellis, Holly  
5 Pease, Kelli Wisuri, and Heidi Lamar (the “Named Plaintiffs” or “Plaintiffs”), on behalf of  
6 themselves and members of the Class defined herein, and defendant Google LLC (“Google” or  
7 “Defendant”) have settled and resolved the claims that the Court certified for class treatment in its  
8 May 27, 2021 order in this Action, as well as Plaintiffs’ PAGA Claims.

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

10 **A. Plaintiffs’ Claims**

11 Plaintiffs filed the original Class Action Complaint in this matter on September 14, 2017,  
12 and the First Amended Complaint on January 3, 2018. The First Amended Complaint alleges  
13 causes of action for: (1) violation of the California Equal Pay Act (“EPA”), Cal. Lab. Code  
14 § 1197.5; (2) failure to pay all wages due to discharged and quitting employees, Cal. Lab. Code  
15 §§ 201-203; (3) unfair business practices, Cal. Bus. & Prof. Code § 17200 (“UCL”); and (4)  
16 declaratory judgment, Cal. Civ. Proc. Code § 1060 *et seq.*

17 On May 27, 2021, the Court certified the following class for Plaintiffs’ claim under the  
18 EPA, and under the UCL with the EPA as predicate: All women employed by Google in a  
19 Covered Position<sup>1</sup> in California at any time from September 14, 2013 through the date of trial in  
20 this action (“EPA Class”). The Court also certified the following subclass for Plaintiffs’ claim  
21 under the UCL with the FEHA as predicate: All women employed by Google in a Covered  
22 Position in California at any time from September 14, 2013 through the date of trial in this action,  
23 excluding campus hires and women hired after August 28, 2017 (“FEHA Claim Subclass”).

24 On June 7, 2022, pursuant to agreement of the Parties, Plaintiffs filed a stipulation seeking  
25 Court permission to file a Second Amended Complaint, adding a cause of action under the  
26 California Labor Code Private Attorney General Act (“PAGA”).

27 Google denies and continues to deny the allegations in Plaintiffs’ complaints, including

28 <sup>1</sup> A list of Covered Positions is attached hereto as **Exhibit B**.

1 that it is liable under the EPA, the UCL, FEHA, or any other applicable law, denies that it owes  
2 damages to anyone, and denies that the Named Plaintiffs or Class Members are entitled to the  
3 relief requested.

4 **B. Discovery**

5 Before filing this lawsuit, Plaintiffs conducted an extensive investigation of the facts at  
6 issue, which continued after they filed their complaint. After commencement of the Action, the  
7 parties engaged in three years of class discovery prior to class certification. Class discovery  
8 included four expert reports and related depositions, depositions of Google's Persons Most  
9 Qualified (a total of ten individual witnesses covering seven broad topics), and depositions of the  
10 four Named Plaintiffs. The parties each served and responded to interrogatories. Further, Google  
11 made 64 document productions between 2017 and 2022, totaling nearly 33,000 documents, and  
12 produced voluminous payroll and human resources data. Plaintiffs also completed document  
13 production regarding the Named Plaintiffs and class certification experts.

14 **C. Motion Practice**

15 The parties engaged in substantial motion practice relating to Plaintiffs' complaints.  
16 Google demurred to Plaintiffs' original complaint. The Court sustained Google's demurrer with  
17 leave to amend. In January 2018, Plaintiffs filed a First Amended Complaint. Google demurred  
18 to the First Amended Complaint and moved to strike certain allegations regarding (1) class EPA  
19 and UCL claims on behalf of women in Engineer Covered Positions and Program Manager  
20 Covered Positions; and (2) FEHA disparate treatment violations as predicate acts for their UCL  
21 claims. The Court overruled Google's demurrer and denied its motion to strike. Google then  
22 filed an answer to Plaintiffs' First Amended Complaint.

23 The parties engaged in substantial class certification briefing regarding Plaintiffs' motion  
24 for class certification. Plaintiffs filed their motion for class certification in July 2020. Plaintiffs'  
25 motion for class certification relied on Google's company documents, deposition testimony by  
26 Google's Persons Most Qualified, payroll and human resources data, and expert reports from  
27 industrial organizational psychologist Leaetta Hough and labor economist David Neumark.  
28 Google opposed Plaintiffs' motion, and relied on expert reports from labor economist Ali Saad

1 and industrial organizational psychologist Eric Dunleavy. Google also moved to strike Plaintiffs'  
2 expert Hough. Following Plaintiffs' reply brief, the Court permitted Google to file a sur-reply  
3 brief and sur-rebuttal expert reports, and Plaintiffs to file a sur-sur-reply brief and sur-sur-rebuttal  
4 expert reports. The Court heard oral argument on Plaintiffs' motion on May 7, 2021. On  
5 May 27, 2021, the Court denied Google's motion to strike Plaintiffs' expert Hough, and granted  
6 Plaintiffs' motion for class certification. Google petitioned the California Court of Appeals to  
7 overturn the Court's class certification decision, but the Court of Appeals denied Google's writ  
8 petition.

9 Over the course of the litigation, the parties also briefed various disputes, including:  
10 whether attorney-client privilege applied to Google's pay equity analyses; whether Google must  
11 produce discovery related to specific Google employees; and whether distribution of class notice  
12 should be stayed pending Google's petition for writ of mandate regarding the class certification  
13 order.

14 **D. Settlement Negotiations**

15 Class Counsel and counsel for Google recognize the costs and risks of prosecuting this  
16 litigation to summary judgment, trial, and appeal. Class Counsel believe that it is in the interest  
17 of all Class Members to resolve finally and completely the certified claims of the Class Members  
18 against Google. Class Counsel and the Named Plaintiffs believe that the terms of the Settlement  
19 Agreement are in the best interests of the Class and are fair, reasonable, and adequate. Google  
20 wishes to bring the litigation to a conclusion on the terms set forth in this Settlement Agreement.

21 Experienced mediator Michael Reiss supervised an all-day mediation session between the  
22 parties on March 28, 2022 after requesting and receiving several pre-mediation submissions from  
23 both parties and separately consulting with both sides several times in February 2022. Counsel  
24 for the parties are experienced class action lawyers who retained Mr. Reiss for his expertise in  
25 mediating complex class actions, particularly in the employment discrimination context. The full  
26 day of mediation in San Francisco on March 28, 2022 was followed by continued discussions  
27 between the parties over the following two months. All four Named Plaintiffs attended the  
28 mediation session, communicated regularly with Class Counsel during the post-mediation session

1 negotiations, and all were actively involved in shaping the relief set forth in the Settlement  
2 Agreement. At all times during this process, counsel bargained vigorously and at arm’s-length on  
3 behalf of their clients.

4 Without any admission or concession by Google of any liability or wrongdoing with  
5 respect to the allegations in Plaintiffs’ original and amended class action complaints, all released  
6 claims shall be finally and fully compromised, settled, and released subject to the terms and  
7 conditions of this Settlement Agreement, which were the subject of extensive negotiation and  
8 ultimate agreement by the parties.

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

10 **A. Definitions**

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

13 1. “Action” means the original and amended class action complaints filed in  
14 this matter (including the First Amended Complaint (filed January 3, 2018), and the Second  
15 Amended Complaint (that Plaintiffs sought leave to file pursuant to stipulation of the Parties on  
16 June 7, 2022)), and the allegations contained therein.

17 2. “Attorneys’ Fees and Expenses” means the settlement amounts approved  
18 by the Court for payment to Class Counsel, including attorneys’ fees, costs, and litigation  
19 expenses, as described in Section IX.B herein.

20 3. “Court” means the Superior Court of the State of California, County of San  
21 Francisco.

22 4. “Defendant” or “Google” means Google LLC.

23 5. “Defendant’s Counsel” means the law firm of Paul Hastings LLP.

24 6. “Depository Bank” means Citibank or another a bank jointly selected by  
25 counsel for the parties to receive, hold, invest, and disburse the Settlement Fund, subject to the  
26 direction of the Settlement Administrator.

27 7. “Effective Date” means the date on which the Settlement becomes  
28 “Effective,” meaning that it has become “Final” as defined below, and either: (1) the California

1 Court of Appeal has rendered a final judgment affirming the Court’s final approval without  
2 material modification and the date for further appeal or review has passed without further appeal  
3 or review; (2) the California Court of Appeal has rendered a final judgment affirming the Court’s  
4 final approval without material modification and the further appeals have been resolved without  
5 material modification of the final approval order; (3) the applicable date for seeking appellate  
6 review of the Court’s final approval of the Settlement has passed without a timely appeal or  
7 request for review having been made; or (4) upon the date the Court grants final approval if no  
8 objections to the Settlement have been filed.

9 8. “EPA Claim Class” or “Class” or “Class Member” means all women  
10 employed by Google in a Covered Position in California at any time from September 14, 2013  
11 through the date on which the Court grants preliminary approval of the Settlement who have not  
12 already validly opted out of the certified class in this Action.

13 9. “External Monitor” means Hon. Chai Feldblum, the jointly selected  
14 individual appointed by the parties to carry out the duties specified in Section VII of this  
15 Agreement.

16 10. “FEHA Claim Subclass” means all women employed by Google in a  
17 Covered Position in California at any time from September 14, 2013 through the date on which  
18 the Court grants preliminary approval of the Settlement, excluding campus hires and women  
19 hired after August 28, 2017 who have not already validly opted out of the certified class in this  
20 Action.

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

24 12. “Industrial Organizational Psychologist” or “IO Psychologist” means  
25 Nancy Tippins, Ph.D., the jointly selected individual appointed by the parties to carry out the  
26 duties specified in Sections VII and VIII of this Agreement.

27 13. “Information Form” means the letter sent to each eligible Class Member by  
28 the Settlement Administrator specifying the estimated Settlement Share that the Class Member



1 may be eligible to receive, as determined by Plaintiffs’ retained labor economist, Dr. David  
2 Neumark.

3 14. “Labor Economist” means Janet Thornton, Ph.D., the jointly selected  
4 individual appointed by the parties to carry out the duties specified in Sections VII and VIII of  
5 this Agreement.

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

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

12 17. “PAGA Claims” means the claims of the PAGA Group Members under the  
13 California Labor Code Private Attorneys General Act arising out of Plaintiffs’ allegations that  
14 Google violated the California Equal Pay Act through gender based discrimination, running from  
15 one year prior to Plaintiffs filing the Second Amended Complaint through the date on which the  
16 Court grants preliminary approval of the Settlement (“PAGA Period”).

17 18. “PAGA Group Member” means all women employed by Google in a  
18 Covered Position in California at any time from one year prior to Plaintiffs filing the Second  
19 Amended Complaint through the date on which the Court grants preliminary approval of the  
20 Settlement, regardless of whether or not they have validly opted out of the certified class in this  
21 Action or whether or not they opt out of the Settlement.

22 19. “PAGA Payment” is One Million Dollars (\$1,000,000.00) that will be  
23 deducted from the Total Settlement Amount to resolve the PAGA Claims.

24 20. “Participating EPA Claim Class” means members of the EPA Claim Class  
25 who do not timely opt out.

26 21. “Participating FEHA Claim Subclass” means members of the FEHA Claim  
27 Subclass who do not timely opt out.

1                   22.     “Plaintiffs” or “Named Plaintiffs” or “Class Representatives” means Kelly  
2 Ellis, Holly Pease, Kelli Wisuri, and Heidi Lamar.

3                   23.     “Plaintiffs’ Counsel” or “Class Counsel” means the law firms of Lief  
4 Cabraser Heimann & Bernstein LLP and Altshuler Berzon LLP.

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

7                   25.     “Released Parties” means Google LLC and any current and former parents,  
8 divisions, subsidiaries and affiliated companies or entities, and their respective officers, directors,  
9 employees, investors, insurers, administrators, representatives, partners, shareholders and agents,  
10 and any other predecessors and successors, assigns and legal representatives and their related  
11 persons and entities.

12                  26.     “Settlement,” “Agreement,” and “Settlement Agreement” each mean the  
13 settlement and proposed order agreed to by the parties and approved by the Court as its order as  
14 reflected in this Settlement Agreement and [Proposed] Order.

15                  27.     “Settlement Administrator” means JND Legal Administration which has  
16 been jointly designated by counsel for the parties to administer the Settlement Fund pursuant to  
17 Section IX below and orders of the Court.

18                  28.     “Settlement Fund” means the settlement monies transferred by Google to  
19 the Qualified Settlement Fund setup by the Settlement Administrator, pursuant to this Settlement  
20 Agreement, including all interest earned thereon, to be held, invested, administered, and disbursed  
21 pursuant to this Settlement Agreement.

22                  29.     “Settlement Share” means the portion of the Net Settlement Fund that each  
23 Class Member is eligible to receive, as determined by Plaintiffs’ retained labor economist, Dr.  
24 David Neumark.

25                  30.     “Total Settlement Amount” is One Hundred and Eighteen Million Dollars  
26 (\$118,000,000.00). The Total Settlement Amount is all-inclusive of all payments contemplated  
27 in this resolution, other than the separate payments to Named Plaintiffs in consideration of their  
28 release of their individual, non-class claims referenced in Section V.B herein.

1           **B. Cooperation**

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

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

10           **A. Jurisdiction and Venue**

11           The parties agree that the Court has jurisdiction over the parties and the subject matter of  
12 this Action and that venue is proper. The Court shall retain jurisdiction of this Action for the  
13 purpose of entering all orders and judgments authorized hereunder that may be necessary to  
14 implement and enforce the relief provided herein, including retaining jurisdiction to enforce the  
15 programmatic relief provisions for the three-year period reflected in the Agreement, and any  
16 extension of the three year-period that may occur.

17           **B. Preliminary Approval**

18           1. By June 10, 2022, Plaintiffs shall file a motion with the Court requesting  
19 the Court to enter an order preliminarily approving this Settlement Agreement, and approving the  
20 Notice to be sent to Class Members describing the terms of the Settlement and informing them of  
21 their rights to submit objections and to opt out. The proposed notice is attached as **Exhibit A**.

22           2. Plaintiffs will provide Google with a draft of the Preliminary Approval  
23 motion in advance of filing that motion, and Google shall have the right to review and comment  
24 on it. Plaintiffs shall provide Google with reasonable time to conduct such review. Plaintiffs shall  
25 consider any such comments in good faith, and shall not unreasonably reject such comments.

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

27           1. Within twenty (20) days after the court grants Preliminary Approval,  
28 Google will provide to the Settlement Administrator the following information for each Class

1 Member and PAGA Group Member employed on or before the date of Preliminary Approval:  
2 name, employee ID number, last known address, email address, and telephone number, dates of  
3 their employment in a Covered Position in California during the relevant class period, date of  
4 termination (if any), the number of pay periods each PAGA Group Member worked in a Covered  
5 Position in California during the PAGA Period, and Social Security number (“Class List”). The  
6 Settlement Administrator will keep this information confidential and not disclose it except as  
7 required to administer the settlement. Google will provide Class Counsel with the Class List, but  
8 will exclude Social Security numbers.

9           2.       Within fourteen (14) days after receiving the Class Member information  
10 from Google, the Settlement Administrator will send to each Class Member the Notice of  
11 Settlement and an Information Form including the estimated Settlement Share that the Class  
12 Member may qualify to receive, by first class U.S. mail and by email. Prior to sending the Notice  
13 of Settlement, the Settlement Administrator will update Class Member addresses through the  
14 United States Postal Service National Change of Address (NCOA) service. In the event of  
15 returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to  
16 locate Class Members and re-send the notices, including using Social Security numbers to skip-  
17 trace. The Settlement Administrator shall also set up a website containing information about the  
18 case, including the First Amended Complaint, and the Second Amended Complaint when it is  
19 filed, Settlement Agreement, and the Notice of Settlement. Within twenty-five (25) days after  
20 Notice of Settlement is distributed, the Settlement Administrator shall provide to Class Counsel a  
21 list of those Class Members for whom mail notices were returned as undeliverable and for whom  
22 the Settlement Administrator has not been able to determine a better address. The Settlement  
23 Administrator shall take steps to locate such Class Members, and may engage third-party vendors  
24 to assist in that effort, if appropriate. The Settlement Administrator will maintain a log of its  
25 activities undertaken pursuant to this section. The expenses of the Settlement Administrator shall  
26 be paid by the Settlement Fund described at Section IX below.

27           3.       Class Member objections to this Settlement Agreement, if any, must be  
28 submitted in writing, and must include the basis of the objection. Objections must be submitted

1 to the Settlement Administrator, postmarked or submitted to the website by the Settlement  
2 Administrator, on or before forty-five (45) days after the Notice of Settlement is mailed to Class  
3 Members. The Settlement Administrator shall provide to all counsel on a weekly basis all  
4 objections that are timely received. No one may appear at the Final Approval Hearing for the  
5 purpose of objecting to the Settlement Agreement without first having submitted their  
6 objection(s) in writing postmarked or submitted to the website set up by the Settlement  
7 Administrator filed on or before forty-five (45) days after the Notice of Settlement was mailed to  
8 Class Members. Class Counsel shall file with the Court all Class Member objections within five  
9 days of the deadline for submitting such objections to the Settlement Administrator.

10 4. Any Class Member who wishes to opt out of the Settlement must submit to  
11 the Settlement Administrator a written, signed statement that they are opting out, postmarked or  
12 submitted to the website set up by the Settlement Administrator on or before forty-five (45) days  
13 after the Notice of Settlement is mailed to Class Members. To be effective, the statement must  
14 include a written statement confirming that the individual is aware that by opting out they will  
15 forego the opportunity to receive monetary benefits from this Settlement. The Settlement  
16 Administrator shall provide to all counsel on a weekly basis all opt out statements that are timely  
17 received. Class Counsel shall file with the Court all Class Member Opt Out Statements, with  
18 Class Member names filed under seal, within five days of the deadline for submitting such  
19 objections to the Settlement Administrator. The Class will not include those individuals who  
20 submit a timely opt out statement, and individuals who opt out are not entitled to any monetary  
21 award under this Settlement Agreement. With respect to each such individual, the statute of  
22 limitations for the individual to assert any claim for individual relief will resume running on the  
23 postmark date of their signed, written statement that they are opting out of the Settlement.  
24 Individuals who file opt outs may rescind their opt outs. To be effective, such rescissions must be  
25 submitted in writing to the Settlement Administrator and must be postmarked, or submitted to the  
26 website, on or before sixty (60) days after the date the Notice of Settlement is disseminated to  
27 Class Members.

1           **D.     Right to Rescind**

2           If five percent (5%) or more of the Class Members, or a number of Class Members whose  
3 Settlement Shares represent ten percent (10%) or more of the total of all Settlement Shares,  
4 validly elect not to participate in the Settlement, Google will have the right to rescind the  
5 Settlement, and the Settlement and all actions taken in its furtherance will be null and void.  
6 Google must exercise this right within four(4) days after the Settlement Administrator notifies the  
7 parties of the number of opt outs, which the Settlement Administrator will do within four (4) days  
8 after the deadline for submission of opt outs. If Google exercises the right to rescind, it will be  
9 responsible for the costs of administration of the Settlement incurred through that time.

10           **E.     Motion for Final Approval**

11           If Google does not exercise the right to rescind the Settlement based on the provisions of  
12 Section IV.D, Plaintiffs will move for final approval. Class Counsel will provide Google with a  
13 draft of the Final Approval motion in advance, and Google shall have the right to review and  
14 comment on it. Class Counsel shall provide Google with reasonable time to conduct such review.  
15 Class Counsel shall consider any such comments in good faith, and shall not unreasonably reject  
16 such comments. Class Counsel will separately move for an award of the Class Representative  
17 Service Award Payments and Attorneys' Fees and Expenses pursuant to the Settlement, which  
18 Google will not oppose.

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

20           In the event that this Settlement Agreement does not become final and binding, this  
21 Settlement Agreement will become null and void. No party shall be deemed to have waived any  
22 claims, objections, rights or defenses, or legal arguments or positions. Neither this Settlement  
23 Agreement nor the Court's Preliminary or Final Approval thereof shall be admissible in any court  
24 regarding any issue or subject (except for the purpose of enforcing this Settlement Agreement).  
25 Each party reserves the right to prosecute or defend this Action in the event that the Settlement  
26 Agreement does not become final and binding.

27           If Google exercises its option to withdraw from the Settlement or if this Settlement  
28 Agreement is not approved by the Court or for any other reason is terminated or fails to become

1 effective in accordance with its terms (or, if following approval by this Court, such approval is  
2 reversed or substantively modified on appellate review<sup>2</sup>), the parties shall be restored to their  
3 respective positions that existed in this Action prior to entering into this Settlement Agreement;  
4 the terms and provisions of this Settlement Agreement shall have no force or effect and shall not  
5 be used in this Action or in any proceeding for any purpose; the Settlement Fund shall be returned  
6 to Google, including the interest earned by the Settlement Fund through the date of termination  
7 (after deducting all costs and expenses, including costs of providing Notice of Settlement to Class  
8 Members, paid or incurred by the Settlement Administrator as of the date of termination); any  
9 order entered by the Court in accordance with the terms of this Settlement Agreement shall be  
10 treated as vacated, *nunc pro tunc*; and the litigation of the Action will resume as if there had been  
11 no Settlement Agreement. The parties retain all rights, claims, and defenses as to any of the  
12 allegations asserted in this Action. This Settlement Agreement will not be considered an  
13 admission of liability by Google nor represent a cap on damages available to the Named Plaintiffs  
14 or the Class if the Settlement Agreement fails to be effective in accordance with its terms.

15 **V. RELEASE OF CLAIMS**

16 **A. Class Members**

17 In consideration for their awarded Settlement Shares, as of the date the Settlement  
18 becomes Effective, all Class Members who do not timely opt out will release any and all known  
19 and unknown claims against Google and the Released Parties that arise out of or relate to the  
20 allegations in the First and proposed Second Amended Complaint that the Court certified for class  
21 treatment, including the allegations that, from September 14, 2013 through the date upon which  
22 the Settlement is preliminarily approved, Google paid women in Covered Positions less than it  
23 paid men for substantially similar work, that Google assigned women to lower levels than it  
24 assigned men, and that Google failed to pay all wages due to employees upon their separation of  
25 employment. The released claims include but are not limited to claims brought under California  
26 Labor Code sections 201-203, 1197.5, 2698 et seq., California Business and Professions Code

27 \_\_\_\_\_  
28 <sup>2</sup> An award by the Court of lesser amounts than sought for the Class Representative Service Award Payments or Attorneys' Fees and Expenses will not be a material modification of the Settlement.

1 sections 17200 et seq., California Government Code section 12940 et seq., and the Industrial  
2 Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties,  
3 civil penalties, or other relief under the California Labor Code (including PAGA), relief from  
4 unfair competition under California Business and Professions Code section 17200 et seq., relief  
5 under California Government Code section 12940 et seq., attorneys' fees and costs, and interest,  
6 and waiver of the protection of California Civil Code section 1542 with respect to such claims  
7 (the "Class Members' Released Claims").

8 **B. Named Plaintiffs**

9 The Named Plaintiffs agree to execute a general release of any and all known and  
10 unknown claims against Google and the Released Parties, and waive the protection of California  
11 Civil Code section 1542. In consideration thereof, Google agrees to pay the Named Plaintiffs  
12 Two Hundred Thousand Dollars (\$200,000.00) in total, allocating Fifty Thousand Dollars  
13 (\$50,000.00) to each of the Named Plaintiffs (separate from and in addition to any Settlement  
14 Share that the Named Plaintiffs may be entitled to as Class Members under the Settlement  
15 Agreement). The parties negotiated the Named Plaintiffs' non-class recovery separate from the  
16 Class Settlement, and only after reaching agreement on the Class Settlement. Google shall send  
17 these payments to the Named Plaintiffs within sixty (60) days of the Settlement becoming  
18 Effective.

19 **C. PAGA Group**

20 As of the date the Settlement becomes Effective, the State of California and all PAGA  
21 Group Members shall release any and all PAGA Claims for civil penalties against Google and the  
22 Released Parties that were pled or could have been pled based on the factual allegations contained  
23 in the notice submitted by Plaintiffs to the Labor and Workforce Development Agency pursuant  
24 to PAGA, that occurred during the PAGA Period, including but not limited to claims under  
25 California Labor Code sections 201-203, 1197.5, and 2698 et seq. All such persons will release  
26 the PAGA Claims described herein and receive a portion of the PAGA Payment, regardless of  
27 whether they opt out of the Class.  
28



1           **D.     No Bar to Future Claims**

2           Nothing in the Settlement Agreement shall be construed to bar any claims of Class  
3 Members that arise from conduct occurring after the Preliminary Approval date. Nothing in the  
4 Settlement Agreement shall be construed to bar any claims of Named Plaintiffs that arise from  
5 conduct occurring after the date that each Named Plaintiff's general release become effective.

6           **E.     Ownership of Claims**

7           Class Members may not assign or transfer their rights to participate in this Settlement  
8 Agreement. The parties and their counsel represent, covenant, and warrant that they have not  
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
10 encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
11 action or right herein released and discharged. Named Plaintiffs and Class Counsel further  
12 represent and warrant that there are not any liens or claims against any amount that Google is to  
13 pay to the Named Plaintiff or Class Counsel under this Agreement.

14       **VI.    NO ADMISSION, NO DETERMINATION**

15           This Settlement Agreement does not, and is not intended to constitute, nor shall it be  
16 deemed to constitute, an admission by any party as to the merits, validity or accuracy of any of  
17 the allegations, claims or defenses of any party in this case. The Class Members continue to  
18 assert the merits and validity of their claims under the EPA, the UCL, and FEHA. By entering  
19 into this Agreement, Google does not admit or concede, expressly or impliedly, but instead  
20 denies, that it has in any way violated the EPA, the UCL, FEHA, the common law of any  
21 jurisdiction, or any other federal, state or local law, statute, ordinance, regulation, rule or  
22 executive order, or any obligation or duty at law or in equity. Neither the Court nor any other  
23 court has made any findings or expressed any opinion concerning the merits, validity or accuracy  
24 of any of the allegations, claims or defenses in this Action.

25           Nothing in this Settlement Agreement, nor any action taken in implementation thereof,  
26 nor any statements, discussions or communications, nor any materials prepared, exchanged,  
27 issued or used during the course of the mediation or negotiations leading to this Settlement  
28 Agreement, is intended by the parties to, nor shall any of the foregoing constitute, be introduced,

1 be used or be admissible in any way in this case or any other judicial, arbitral, administrative,  
2 investigative or other proceeding of whatsoever kind or nature as evidence of any violation of the  
3 EPA, the UCL, FEHA, the common law of any jurisdiction, or any other federal, state or local  
4 law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in  
5 equity.

6 Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding  
7 in the Court or in mediation or arbitration to enforce or implement any provision of this  
8 Settlement Agreement, including to enforce a Named Plaintiff or Class Member Release, or  
9 implement any orders or judgments of the Court entered into in connection herewith.

## 10 **VII. PROGRAMMATIC RELIEF**

### 11 **A. Duration of the Settlement Agreement Programmatic Relief**

12 The programmatic relief embodied in this Settlement Agreement and the agreements  
13 incorporated herein shall remain binding on the parties and their agents and successors for a  
14 three-year period following the Effective Date, except that if it takes the Industrial Organizational  
15 Psychologist (“IO”) or Labor Economist longer than one year from the Effective Date to issue  
16 their recommendations, the term shall be extended by the amount of time over one year that it  
17 took to issue the recommendations.

### 18 **B. IO Psychologist and Labor Economist Consultants**

19 Google agrees to do the following, at Google’s expense separate from the Total  
20 Settlement Amount:

21 1. Hire an expert IO Psychologist to review its process for determining level  
22 at hire and make recommendations on that process to the extent there are opportunities to make  
23 the process more equitable, including with respect to gender equity;

24 2. Hire an expert Labor Economist to review Google’s annual pay equity  
25 audits and make recommendations on that process to the extent there are opportunities to more  
26 accurately analyze whether employees are paid equitably for comparable work, including with  
27 respect to gender equity;

28

1                   3.       Consider the recommendations of the IO Psychologist and Labor  
2 Economist in good faith and make reasonable and good faith efforts to address any concerns  
3 raised;

4                   4.       Within one week of the Settlement Agreement becoming Final, Google  
5 shall appoint at least one person within Google responsible for ensuring that the recommendations  
6 of the IO Psychologist and Labor Economist are considered in good faith and that reasonable and  
7 good faith efforts are taken to address any concerns raised; and

8                   5.       Hire an External Monitor to review the recommendations of the IO  
9 Psychologist and Labor Economist and Google’s responses thereto and determine whether  
10 Google is making good faith efforts to comply with the terms of this Agreement.

11                   **C.       Confidentiality**

12                   All work done pursuant to the programmatic relief terms of this Settlement Agreement,  
13 including any efforts to monitor Google’s compliance with the terms of the Settlement  
14 Agreement, shall be treated as privileged and confidential under Rule 408 of the Federal Rules of  
15 Evidence and California Evidence Code Section 1152. Should disputes arise regarding  
16 compliance with the terms of this Settlement Agreement, any public filings will be filed under  
17 seal, in compliance with the Protective Order entered in this case. The IO Psychologist and Labor  
18 Economist shall provide their reports and recommendations directly to Class Counsel and the  
19 External Monitor, except that Google shall first have the ability to mark as attorney-client  
20 privileged and redact any portion of those materials that pertain to the part of Google’s annual  
21 pay equity analysis currently designated as attorney-client privileged and that has not been  
22 expressly waived by disclosure.

23                   **VIII.   MONITORING**

24                   **A.       Reports**

25                   Class Counsel will receive annual verbal reports from the External Monitor, which will be  
26 reduced to writing if the External Monitor believes that Google is not making good faith efforts to  
27 comply with the terms of this Agreement. Class Counsel will also receive the written reports and  
28 recommendations of the IO Psychologist and Labor Economist, subject to the confidentiality

1 provisions set forth in Section VII.C herein.

2 **B. Compliance Meetings**

3 The parties, along with the IO Psychologist, Labor Economist, and External Monitor, will  
4 meet at least once annually, beginning one year after the Effective Date, regarding compliance  
5 with the terms of the Settlement Agreement, and may confer more frequently at their discretion or  
6 as dictated by information either side gathers.

7 **C. Disputes**

8 If a dispute arises as to Google's compliance with this Settlement Agreement, the parties  
9 shall attempt to resolve it through mediation with a mutually selected JAMS mediator. If  
10 mediation is not successful, the Court shall retain jurisdiction to hear the dispute, subject to the  
11 confidentiality provisions set forth in Section VII.C herein.

12 **IX. MONETARY RELIEF**

13 **A. Settlement Administration**

14 The Settlement Administrator will: deliver Notice of Settlement to Class Members;  
15 resolve disputes in connection with the calculation of Settlement Shares in accordance with the  
16 Settlement; distribute Settlement Shares and other payments due under the Settlement; and  
17 otherwise administer the Settlement. In the event that the Settlement is not finally approved,  
18 Google will pay the Settlement Administrator's reasonable fees incurred as of that time.

19 The Settlement Administrator will provide Google with wire transfer information within  
20 five (5) days after the Settlement becomes Final. Google will transfer the Total Settlement  
21 Amount to the Settlement Administrator via wire transfer within sixty (60) days after the  
22 Settlement Administrator provides Google with wire transfer information

23 **B. Settlement Fund**

24 Google shall pay, by wire transfer to the Depository Bank, the Total Settlement Amount  
25 of One Hundred and Eighteen Million Dollars (\$118,000,000.00) to the interest-bearing Qualified  
26 Settlement Fund (as described in Section 468B of the Internal Revenue Code of 1986, as  
27 amended, and Treas. Reg. Section 1.468B-1, et seq.) set up by the Settlement Administrator. The  
28 Total Settlement Amount will be placed in an interest-bearing account in the name of "Ellis v.

1 Google Settlement Fund.” This payment is made in order to satisfy the claims of the Class, as  
2 well as for other purposes identified in this paragraph. The monies so transferred, together with  
3 interest subsequently earned thereon, shall constitute the “Settlement Fund.” The Total  
4 Settlement Amount shall constitute the total settlement cash outlay by Google in connection with  
5 the resolution of the Class Claims in this Action. This sum is inclusive of payment for: (a) all  
6 settlement payments to Class Members eligible for settlement payments; (b) the employer’s  
7 portion of payroll taxes applicable to the settlement payments designated as wages; (c) the PAGA  
8 Payment; (d) the Class Representative Service Award Payments (if any are awarded by the  
9 Court); (e) Class Counsel’s Attorneys’ Fees and Expenses (including all attorneys’ fees and  
10 expenses incurred to date and to be incurred in documenting the Settlement, securing trial and  
11 appellate court approval of the Settlement, attending to the administration of the Settlement, and  
12 obtaining a dismissal of the Action, but not including litigating alleged non-compliance with the  
13 programmatic relief terms of the Settlement); and (f) the Settlement Administrator’s fees and  
14 expenses. The Settlement is non-reversionary.

15 The Settlement Shares, the Class Representative Service Award Payments, Class  
16 Counsel’s Attorneys’ Fees and Expenses, and the PAGA Payment will be paid within thirty (30)  
17 days after the Settlement becomes Effective. If the Settlement becomes Final, but does not  
18 become Effective because an objection of the Settlement is upheld on appeal, the Settlement  
19 Administrator shall return the Settlement Fund to Google, less administrative and notice expenses  
20 already incurred.

21 Nothing in the foregoing provisions of this Section shall release Google from expending  
22 the resources required to fulfill its responsibilities under this Settlement Agreement.

23 **C. Allocation to Participating Class Members**

24 All Class Members other than those who timely and properly elect not to participate in the  
25 Settlement will be bound by the Settlement and its release of claims (hereinafter, “Participating  
26 Class Members”). Settlement Shares will be paid to each Participating Class Member, meaning  
27 that settlement checks will be sent to all Participating Class Members, and no claim forms will be  
28 required. All PAGA Group Members will receive a portion of the PAGA Payment regardless of

1 whether they opt out or previously opted out of the class.

2 After deducting the amounts for the PAGA Payment, Plaintiffs' Class Representative  
3 Service Award Payments (if any are awarded by the Court), Class Counsel's Attorneys' Fees and  
4 Expenses, and the Settlement Administrator's fees and expenses, the remainder of the Settlement  
5 Amount (the "Net Settlement Fund") will be allocated to each Participating Class Member  
6 pursuant to the Plan of Allocation attached hereto as **Exhibit C** from the Settlement Fund thirty  
7 (30) days after the Effective Date. Plaintiffs' retained labor economist, Dr. David Neumark, will  
8 calculate the Settlement Share of each Class Member using the formulas set forth in the Plan of  
9 Allocation attached as **Exhibit C**, provide a draft of the information to the Settlement  
10 Administrator within one week of the Preliminary Approval Hearing, and provide final  
11 information to the Settlement Administrator within one week of receiving the Class List from  
12 Google.

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

14 The Class Member Settlement Shares shall be reported to taxing authorities as follows:

15 1. Fifty percent (50%) of each Settlement Share (the "Wage Portion") is  
16 intended to settle each Participating Class Member's claims for unpaid wages. Accordingly, the  
17 Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the  
18 Settlement Administrator will issue to each Participating Class Member a Form W-2 with respect  
19 to the Wage Portion.

20 2. Fifty percent (50%) of each Settlement Share (the "Non-Wage Portion") is  
21 intended to settle each Participating Class Member's claims for all stock appreciation, interest and  
22 penalties. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding  
23 and deductions, and the Settlement Administrator will issue to each Participating Class Member a  
24 Form 1099 with respect to the Non-Wage Portion.

25 **E. PAGA Payment**

26 Pursuant to agreement between the parties, Plaintiffs have sought leave to file a Second  
27 Amended Complaint adding a cause of action under the California Labor Code Private Attorneys  
28 General Act. From the Settlement Sum, the One Million Dollar (\$1,000,000.00) PAGA Payment

1 will be deducted to resolve the PAGA Claims of the PAGA Group Members, regardless of  
2 whether or not they opt out or previously opted out. The Settlement Administrator will pay 25%  
3 of the PAGA Payment (Two Hundred Fifty Thousand Dollars (\$250,000.00)) to Class Counsel as  
4 attorneys' fees, subject to Court approval. Of the remaining Seven Hundred Fifty Thousand  
5 Dollars (\$750,000.00), the Settlement Administrator will pay seventy-five percent (75%) to the  
6 Labor and Workforce Development Agency ("LWDA") as its share of the Settlement attributable  
7 to civil penalties under PAGA (the "LWDA Payment"), and twenty-five percent (25%) to all  
8 PAGA Group Members who worked for Google during the PAGA Period, whether or not those  
9 employees opt out or have opted out of the Action. PAGA Group Members will receive a  
10 proportional share of funds allocated to the PAGA Group based on the relative number of pay  
11 periods (or fraction thereof) each PAGA Group member worked during the PAGA Period. The  
12 Settlement Administrator shall make the PAGA Payment thirty (30) days after the Effective Date.

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

14 In addition to each Named Plaintiff's Class Member Settlement Share, Plaintiffs will seek  
15 a total payment of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) from the Total  
16 Settlement Amount for Class Representative Service Award Payments of Fifty Thousand Dollars  
17 (\$50,000.00) each for Plaintiffs Wisuri, Lamar, and Pease, and Seventy Five Thousand Dollars  
18 (\$75,000.00) for Lead Plaintiff Ellis ("Service Award Payments"). The Service Award Payments  
19 are intended to compensate the Class Representatives for the risks they took bringing this case,  
20 including but not limited to enduring potential for career or reputational harm, and their active  
21 and time-intensive participation in the prosecution and settlement of this case. This case  
22 participation included each Plaintiff assisting in the development of the theories of the case,  
23 preparing for and then being deposed, responding to discovery requests, assisting counsel in  
24 developing discovery strategy, attending mediations, and providing input into settlement  
25 discussions and the ultimate Settlement Agreement.

26 Google and its attorneys will not oppose Court approval for Service Award Payments as  
27 set forth above. The Settlement Administrator will issue to each Named Plaintiff a Form 1099  
28 with respect to their awarded Class Representative Service Award Payment. The Settlement

1 Administrator will pay the Service Award Payments approved by the Court to the Named  
2 Plaintiffs thirty (30) days after the Effective Date.

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

4 Except to the extent that it would constitute a set off in an action for damages claimed for  
5 any period covered by this Settlement, neither the fact nor the amount of an award, nor the fact of  
6 any non-award, shall be admissible in any other proceeding for any purpose other than to enforce  
7 a Named Plaintiff Release or a Class Member Release executed in accordance with the claims  
8 process, nor shall it be deemed to be a finding as to the merits of any claim.

9 **H. Tax Treatment**

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

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

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

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

19 The parties recognize that the awards to eligible Class Members will be subject to  
20 applicable tax withholding and reporting, which will be handled as follows: The Settlement  
21 Administrator shall act as a fiduciary with respect to the handling, management, and distribution  
22 of the Settlement, including the handling of tax-related issues and payments. Specifically, the  
23 Settlement Administrator shall be responsible for withholding, remitting and reporting both the  
24 employer and the employees’ share of the payroll taxes from the Settlement Fund.

25 The Settlement Administrator shall be responsible to satisfy from the Settlement Fund any  
26 and all federal, state and local employment and withholding taxes, including, without limitation,  
27 federal and state income tax withholding, FICA, FUTA, SUTA, Medicare and any state  
28 employment taxes. The Settlement Administrator shall satisfy all federal, state, local, and other



1 reporting requirements (including any applicable reporting with respect to attorneys' fees and  
2 other costs subject to reporting), and any and all taxes, penalties and other obligations with  
3 respect to the payments or distributions from the Settlement Fund not otherwise addressed herein.

4 All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to  
5 the income earned by the Settlement Fund, including any taxes or tax detriments that may be  
6 imposed on Google with respect to income earned for any period during which the Settlement  
7 Fund does not qualify as a "Qualified Settlement Fund" for federal and state income tax purposes  
8 (hereinafter "Settlement Fund Taxes"), and (ii) expenses and costs incurred in connection with  
9 the operation and implementation of this paragraph (including, without limitation, expenses of tax  
10 attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or  
11 failing to file) any returns described herein or otherwise required to be filed pursuant to applicable  
12 authorities) (hereinafter "Settlement Fund Tax Expenses"), shall be paid out of the Settlement  
13 Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a  
14 cost of the administration of the Settlement Fund. The parties hereto agree to cooperate with the  
15 Settlement Administrator, each other, and their tax attorneys and accountants to the extent  
16 reasonably necessary to carry out the provisions set forth in this paragraph.

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

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

26 The parties will instruct the Settlement Administrator to make multiple efforts by  
27 telephone, text, email, and U.S. mail to ensure that any Class Members who have not cashed their  
28 checks after forty-five (45) days do so. Checks will become void one hundred and eighty (180)

1 days after mailing. After one hundred eighty (180) days after checks are mailed, if the amount of  
2 uncashed checks is equal to or more than one and one-half percent (1.5%) of the Total Settlement  
3 Amount, the Settlement Administrator will send out a second round of distributions to  
4 Participating Class Members in proportion to their first Settlement Shares. If the amount of  
5 uncashed checks is less than one and one-half percent (1.5%) of the Total Settlement Payment,  
6 then the amount of the uncashed checks will be sent to *cy pres* recipient Equal Rights Advocates,  
7 a 501(c)(3) charitable organization dedicated to advancing the rights of women.

8 **X. ATTORNEYS' FEES, EXPENSES OF CLASS COUNSEL AND**  
9 **ADMINISTRATIVE EXPENSES**

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

11 Class Counsel will apply to the Court for an award of attorneys' fees in a total amount not  
12 to exceed twenty five percent (25%) of the Total Settlement Payment (inclusive of attorneys' fees  
13 on the PAGA Payment), i.e., Twenty Nine Million Five Hundred Thousand Dollars  
14 (\$29,500,000.00), and reimbursement of litigation expenses not to exceed One Million Five  
15 Hundred Thousand Dollars (\$1,500,000.00).

16 Google and its attorneys will not oppose any applications for attorneys' fees, costs or  
17 expenses by Class Counsel as set forth above. The Settlement Administrator will issue to Class  
18 Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.

19 **B. Timing of Fee Payment**

20 The Settlement Administrator shall pay Class Counsel the attorneys' fees, costs, and  
21 expenses awarded by the Court seven (7) days after the Effective Date.

22 **XI. CONFIDENTIALITY AND PRESS STATEMENTS**

23 Prior to filing of the Motion for Preliminary Approval, Plaintiffs and Class Counsel will  
24 not have any communication with anyone other than their clients, financial advisors, retained  
25 experts, and vendors related to settlement administration, regarding the Settlement. If, before the  
26 filing of the Motion for Preliminary Approval, Plaintiffs or Class Counsel disclose to any  
27 unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement  
28 except as required by law or to effect the Settlement, Google may rescind the Settlement,

1 rendering it null and void. The parties agree to work together in good faith to prepare a mutually  
2 acceptable press release regarding the Settlement, which Class Counsel will agree to use on their  
3 website and future communications related to the Settlement (and Class Counsel may also refer to  
4 other publicly filed documents regarding the Settlement).

5 **XII. WAIVER OF APPEALS**

6 The parties waive all appeals from the final approval of the Settlement unless the Court  
7 materially modifies the Settlement, except that Plaintiffs and Class Counsel may appeal from an  
8 order by the Court that reduces the amounts sought for the Class Representative Service Award  
9 Payments or Class Counsel's Attorneys' Fees and Expenses. Such an order or affirmance of such  
10 an order will not entitle Plaintiffs or the Class to void the Settlement. Google's payment  
11 obligations under the Settlement will be suspended pending any appeal.

12 **XIII. GOVERNING LAW**

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

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

18 **XIV. OTHER CONDITIONS OF SETTLEMENT**

19 **A. Exhibits**

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

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

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

27 **C. Notices to Counsel**

28 All notices to counsel required or desired to be given under this Settlement Agreement

1 shall be in writing and by e-mail to lead counsel for the respective parties. Specifically, such  
2 notices shall be e-mailed to Kelly Dermody (kdermody@lchb.com) and Anne Shaver  
3 (ashaver@lchb.com) of Lieff Cabraser Heimann & Bernstein LLP and Jim Finberg (jfinberg@  
4 altshulerberzon.com) and Eve Cervantez (ecrvantez@altshulerberzon.com) of Altshuler Berzon  
5 LLP for the Plaintiffs, and Felicia Davis (feliciadavis@paulhastings.com) of Paul Hastings LLP  
6 for Google at their respective addresses set forth herein (or to such other address as any such  
7 party or counsel may designate in a notice).

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

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

12 **E. Modifications to this Agreement**

13 No material modifications to this Agreement may be made without written agreement of  
14 all parties and prior Court approval.

15 **F. No Drafting Presumption**

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

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

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

25 **H. Interpretation of Terms**

26 Whenever possible, each provision and term of this Settlement Agreement shall be  
27 interpreted in such a manner as to be valid and enforceable.  
28

1           **I. Severability**

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

4           **J. Paragraph and Section Headings**

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

7           **K. Counterparts**

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

10          **L. Agreement Binding**

11          As of the date on which counsel for the parties and the parties execute this Settlement  
12 Agreement, this Settlement Agreement will be binding in all respects, unless it is terminated as  
13 set forth in Section IV.D, or unless the Court fails to approve this Settlement Agreement and the  
14 Settlement Agreement is thus vacated. This Settlement Agreement shall inure to the benefit of,  
15 and be binding upon, the parties hereto and their respective heirs, dependents, executors,  
16 administrators, trustees, legal representatives, personal representatives, agents, successors and  
17 assigns; provided, however, that this Settlement Agreement shall not inure to the benefit of any  
18 third party.

19          **M. Enforcement**

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

23          The parties will work diligently and in good faith to resolve all disputes that may arise  
24 during the term of this Settlement Agreement concerning the rights, obligations and duties of the  
25 parties to the Settlement Agreement, including the programmatic relief. In the event the parties  
26 cannot agree, the parties will attempt to resolve the dispute in mediation with a mutually selected  
27 JAMS mediator. If the mediation fails, the parties reserve their rights to seek recourse with the  
28 Court.

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Any enforcement proceedings related to or arising out of this Settlement Agreement will be resolved and adjudicated only by the Honorable Andrew Y. S. Cheng of the Superior Court of California, County of San Francisco, or by any other judge to whom this case subsequently may be assigned, unless otherwise provided in this Settlement Agreement.

Dated: 6/10/2022 \_\_\_\_\_

KELLY ELLIS

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*Kelly Ellis*

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KELLI WISURI

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*Kelli Wisuri*

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HEIDI LAMAR

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*Heidi Lamar*

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ALTSHULER BERZON LLP

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*James M. Finberg*

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Dated: 6/10/2022 \_\_\_\_\_

LIEFF CABRASER HEIMANN & BERNSTEIN LLP

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*Kelly Dermody*

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Dated: 06/10/2022

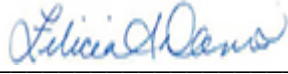
GOOGLE LLC



\_\_\_\_\_

Dated: 6/10/2022

PAUL HASTINGS LLP



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**[PROPOSED] ORDER**

The foregoing Settlement Agreement and Proposed Order is approved, and IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Andrew Y.S. Cheng  
San Francisco County Superior Court Judge



# **Exhibit A**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

*ELLIS V. GOOGLE, LLC*

CASE No. CGC-17-561299

## Notice of Settlement of Class Action

*A court authorized this notice. This is not a solicitation from a lawyer.*

Records indicate that at some time between September 14, 2014 and [date of preliminary approval], inclusive, you worked for Google LLC (“Google”) in a job that is covered by a proposed class action settlement (“Settlement”).<sup>1</sup>

**Please read this notice carefully and fully.** Your legal rights are affected whether you act or not. The full Settlement Agreement can be found at [website].

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>DO NOTHING</b>	Remain in the Class, release your claims, and receive money automatically in the form of a payment mailed to you. (Note that taxes may be owed on payments under this Settlement.)
<b>EXCLUDE YOURSELF</b>	Get out of the Lawsuit. Do not receive any money from the Settlement. Keep any rights you might have to file your own separate lawsuit for the same claims at your own expense. <i>See</i> Section 12 below.
<b>OBJECT OR COMMENT</b>	Stay in the Lawsuit and object that the Settlement is unfair or inadequate or comment in its favor. <i>See</i> Section 14 below.

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<sup>1</sup> A list of the Covered Positions involved in this case can be viewed at [website].

Questions? Call [1-800-000-0000] or visit [www.website]

NOTICE OF CLASS ACTION SETTLEMENT, CASE No. CGC-17-561299

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Questions? Call [1-800-000-0000] or visit [[www.website](#)]

**NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299**

## BASIC INFORMATION

### 1. Why did I get this Notice?

You have received this Notice because Google's records show that you are or were an employee of Google between September 14, 2013 and [date of preliminary approval], inclusive, who identified as female and worked in California in one of the job codes covered by this lawsuit (the "Covered Positions"). A full list of the Covered Positions is available at [website].

**The Court sent you this Notice because you have a right to know about a proposed Settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and, subject to resolving any appeals, an administrator appointed by the Court will make the payments that the Settlement allows.**

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how you will get them.

The Court in charge of the case is the San Francisco Superior Court, and the case is known as *Ellis v. Google, LLC.*, Case No. CGC-17-561299 (the "Action"). The individuals who sued are called the Plaintiffs and the entity they sued, Google, is called the Defendant.

### 2. What is this lawsuit about?

The lawsuit claims that Google discriminates against women by paying them less than men for performing substantially similar work in violation of California's Equal Pay Act, Cal. Labor Code § 1197.5 ("California EPA") and California's Unfair Competition Law, Cal. Bus. & Prof. Code section 17200, et seq. ("UCL") (together, the "Equal Pay Act Claim"). The lawsuit also claims that Google discriminated against women hired before August 28, 2017, excluding college hires, by allegedly relying on the candidate's prior pay at time of hire to assign them to lower levels than men with comparable qualifications and experience in

Questions? Call [1-800-000-0000] or visit [www.website]

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violation of California’s Fair Employment and Housing Act, Cal. Gov. Code § 12940 et seq. (“FEHA”) and the UCL (together, the “FEHA Claim”).

Google denies all of the allegations in the lawsuit and maintains that it has fully complied with all applicable laws, rules and regulations at all times. The Court has not ruled on the merits of these claims, has made no findings of fault, and has not awarded damages. The Settlement is a compromise of alleged claims and is not an admission of liability on the part of Google or anyone else. The parties have reached this Settlement in order to avoid the expense, risk and uncertainty of further litigation.

To obtain more information about the claims in this lawsuit, you can view the complaint and other court documents at: [[website](#)]

### **3. Why is this a class action, and who is involved?**

In a class action lawsuit, one or more people called “Named Plaintiffs” or “Class Representatives” (in this case, Kelly Ellis, Holly Pease, Kelli Wisuri, and Heidi Lamar) sue on behalf of other people who they believe have similar claims. All these people are a “Class” or “Class Members.” A court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Judge Andrew Y.S. Cheng is in charge of this class action. On May 27, 2021, Judge Cheng certified this case to proceed as a class action and notice was sent to all Class Members at the time, along with an opportunity to opt out of the class action. Everyone who did not opt out at that time is still a Class Member.

### **4. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Google. Plaintiffs and Google decided to settle the claims in order to avoid the risks to both sides and the costs of continued litigation, while guaranteeing compensation to Class Members. Plaintiffs and their attorneys think the settlement is preferable to the risks and further costs of continuing the litigation.

## **WHO IS IN THE CLASS ACTION LAWSUIT?**

### **5. How do I know if I am part of the settlement?**

Questions? Call [[1-800-000-0000](tel:1-800-000-0000)] or visit [[www.website](http://www.website)]

**NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299**

The Equal Pay Act Claim addressing alleged gender pay disparities is on behalf of the following group:

All women<sup>2</sup> employed by Google in a Covered Position<sup>3</sup> in California at any time from September 14, 2013 through [date of preliminary approval], inclusive, who have not already validly opted out of the certified class in this Action (the “Equal Pay Act Class”).

The FEHA Claim addressing alleged under-leveling is on behalf of the following group:

All women employed by Google in a Covered Position in California at any time from September 14, 2013 through [date of preliminary approval], inclusive, excluding campus hires and women hired after August 28, 2017, who have not already validly opted out of the certified class in this Action (the “FEHA Claim Subclass”).

You are covered by this Settlement if you fall under one of the definitions above and do not exclude yourself from the Settlement.

The Settlement also resolves alleged claims for penalties under the California Labor Code Private Attorney General Act (“PAGA”). PAGA Group Members are:

All women employed by Google in a Covered Position in California at any time from June \_\_, 2021 through [date of preliminary approval], inclusive, regardless of whether they opt out of the certified class of the Settlement (the “PAGA Group Members”).

PAGA Group Members will receive a PAGA payment regardless of whether or not they opt out of the Settlement.

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<sup>2</sup> For all definitions, “women” are those employees who identify as female in Google’s records.

<sup>3</sup> A full list of the Covered Positions is available at [website].

**Questions? Call [1-800-000-0000] or visit [www.website]**

**NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299**

**6. I'm still not sure if I am included.**

If you received this Notice mailed to you, it is because you were listed as a Class Member. If you are still not sure whether you are included, you can ask for free help. You can call [1-800-000-0000] or visit [website] for more information.

**7. What does the settlement provide?**

The proposed Settlement includes money and business practice changes to resolve pay and leveling claims for the Class.

The total money paid is One Hundred Eighteen Million Dollars (\$118,000,000.00) (“the Settlement Fund”).

The following items will be paid from the Settlement Fund before the distribution of the Settlement Fund to Class Members: approximately \$135,000.00 in costs of independent settlement administration (*e.g.*, this notice, contact tracing, check distribution, etc.); \$1,000,000.00 in recovery of PAGA penalties to be paid in part to the State of California and in part to Class Members; up to twenty-five percent (or \$29,500,000.00) in attorneys’ fees to Class Counsel; up to \$1,500,000.00 in reimbursement of litigation and expert costs incurred by Class Counsel to prosecute this case; and service awards of up to \$225,000.00 to the Named Plaintiffs (representing \$75,000 for originating Plaintiff Ellis and \$50,000 for Plaintiffs Pease, Wisuri, and Lamar), in recognition of the time, effort, and risks these individual Plaintiffs took to come forward and prosecute the case. Separately, Google has agreed to pay an additional \$200,000.00 to resolve all of the individual, non-class claims of the Named Plaintiffs and in consideration of their broader release of claims beyond those resolved by the Class. The amount left in the Settlement Fund after the payment of those items (“the Net Settlement Fund”) will be approximately \$86,000,000.00 and will be allocated to Participating Class Members as set forth in Section 9 of this Notice. The Court will determine the propriety of all payments allocated from the Settlement at final settlement approval. No money will revert to Google.

Questions? Call [1-800-000-0000] or visit [[www.website](#)]

**NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299**



The business practice changes are summarized below. (A comprehensive list of these practices can be found in Section VII of the Settlement Agreement, which is available at the following website: [\[website\]](#).)

- The retention of an independent expert to conduct an analysis of Google’s process for setting level at hire, and issue recommendations on that process to the extent there are opportunities to make that process more equitable including with respect to gender.
- The retention of an independent expert to conduct an analysis of Google’s pay equity audits and issue recommendations on that process to the extent there are opportunities to more accurately analyze whether employees are paid equitably for comparable work, including with respect to gender equity.
- The retention of an independent external monitor to review Google’s compliance with the terms of the Settlement, including its response to the independent experts’ recommendations.

#### **8. How much will my payment be?**

Individual Settlement Awards will be allocated to each Class Member based on an objective formula approved by the Court, which is summarized in Section 9, below. Note that the Settlement Administrator has provided an estimate of your individual recovery on the Information Form sent to you individually with this Notice. The amount of your actual Individual Settlement Award may vary slightly from this estimate based on several factors, including the number of Class Members who opt out and the amount of fees and costs approved by the Court. All Class Members will receive an Individual Settlement Award unless they opt out.

#### **9. How are the payments calculated?**

Of the Net Settlement Fund of approximately \$86,000,000.00 (see Section 7, above), forty percent, or approximately \$34,400,000.00, will be allocated to the Equal Pay Act Class, and sixty percent, or approximately \$51,600,000.00 will be allocated to the FEHA Claim Subclass.

Questions? Call [\[1-800-000-0000\]](tel:1-800-000-0000) or visit [\[www.website\]](http://www.website)

**NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299**

Minimum payments will be allocated to each Class Member. All Class Members for whom Google’s records show a hire date on or after January 1, 2022, will be allocated a flat sum of \$250.00 only. All Class Members for whom Google’s records show a hire date on or before December 31, 2021, will be allocated a minimum amount of \$500.00, except that those Class Members who worked for Google for fewer than six months during the Class Period will be allocated a minimum amount of \$250.00. (Together, these are the “Minimum Payments.”)

After the Minimum Payments have been identified, additional payments for each Class or Subclass Member for whom Google’s records show a hire date on or before December 31, 2021 are based on the following formulas:

Equal Pay Act Class: (a) a statistical model is used to estimate the alleged difference in total compensation that Plaintiffs contend female Class Members received compared to male employees in the same job code (controlling for attributes like tenure and location); (b) the percentage estimate is then used to estimate an alleged dollar shortfall amount for each Class Member for each year (or fraction of year) worked at Google in a Covered Position in California, based on the average pay of male employees in the Class Member’s job code; (c) interest at 10% per year and what are called “liquidated damages” (i.e., doubling of damages and interest) are added; and (d) there is an additional amount (15 days of wages, or 50% of the penalty claimed by Plaintiffs) added for Class Members who left Google before the end of the period covered by the data.

FEHA Claim Subclass: (a) a statistical model is used to estimate the average probability that a female employee was hired into a lower job level than a male employee hired into the same job family, accounting for prior education and a measure of employment experience; (b) a statistical model is used to estimate the percentage pay differences associated with each successive higher job level within each job family; (c) this percentage pay difference is applied to the average pay of male employees in each job family and level, to estimate the potential alleged underpayment Plaintiffs contend is a result of leveling; (d) based on each Class Member’s job family and job level, the estimated probability of being allegedly under-leveled and the estimated underpayment are multiplied to compute the average amount by which each Class Member was allegedly underpaid by being hired into a lower job level; (e) each Class Member is credited this alleged

Questions? Call [1-800-000-0000] or visit [[www.website](#)]

**NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299**

underpayment amount for each year or fraction of a year the Class Member worked at Google; and (f) interest at 10% per year is added to this amount. Participating FEHA Subclass Members will obtain settlement shares both as FEHA Subclass Members and EPA Claim Class Members.

Each Class Member's total estimated settlement share is calculated as a percentage of the total alleged damages experienced by all Class Members as estimated by the Plaintiffs, and applied proportionally to the Net Settlement Fund (see Section 7, above). A full and complete explanation of how settlement shares are calculated can be found at Exhibit C to the Settlement Agreement at [[website](#)].

In addition to the calculations above, the Settlement also allocates \$1,000,000.00 for PAGA penalties, of which the State of California retains \$562,500.00, with up to \$250,000.00 paid in attorneys' fees. The remainder, or approximately \$187,500.00, will be distributed pro rata to "PAGA Group Members" which means all women employed by Google in a Covered Position in California at any time from June [\_\_], 2021 through the date on which the Court grants preliminary approval of the Settlement, regardless of whether or not they have validly opted out of the certified class in this Action or whether or not they opt out of the Settlement. PAGA Group Members will receive a PAGA penalty payment regardless of whether they opt out of this Settlement.

Once this process is completed, the Settlement Administrator will issue checks, less applicable tax withholdings.

## HOW YOU GET A PAYMENT

### 10. How can I get a payment?

You will automatically receive a payment unless you exclude yourself from the settlement. Google will provide the Settlement Administrator with your most recent address to mail you a check. If you would like to confirm that the correct address is on file, you may call the Administrator at [[1-800-000-0000](tel:1-800-000-0000)]. If you have moved since you last worked for Google, please provide the Settlement Administrator with your current mailing address by calling [[1-800-000-0000](tel:1-800-000-0000)] or online at the settlement website, [[website](#)].

Questions? Call [[1-800-000-0000](tel:1-800-000-0000)] or visit [[www.website](http://www.website)]

NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299

**11. When will I get my payment and what is the impact if I do not cash my check?**

The Court will hold a hearing on [date], to decide whether to approve the settlement. If Judge Cheng approves the settlement and that approval becomes final, the Settlement Administrator will be directed to send payments promptly. You may check the website [website] or call for updates or questions (1-800-000-0000). The Settlement Administrator will make multiple efforts to ensure Class Members cash their checks. Checks will become void one hundred eighty (180) days after issue. After one hundred eighty (180) days after checks are mailed, if the amount of uncashed checks is equal to or more than one and one-half percent (1.5%) of the Total Settlement Fund, the Settlement Administrator will send out a second round of distributions to Participating Class Members in proportion to their first Settlement Shares. If the amount of uncashed checks is less than one and one-half percent (1.5%) of the Total Settlement Payment, then the uncashed checks will be sent to *cy pres* recipient Equal Rights Advocates, a non-profit organization dedicated to advancing the rights of women.

**12. What am I giving up as part of the settlement?**

In exchange for receiving a payment under the settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Google for the same claims that are the subject of this lawsuit (unless you exclude yourself from the Settlement). The exact language of the release is as follows:

All Class Members who do not timely opt out will release any and all known and unknown claims against Google and the Released Parties that arise out of or relate to the allegations in the Second Amended Complaint that the Court certified for class treatment, including the allegations that, from September 14, 2013 through the date upon which the Settlement is preliminarily approved, Google paid women in Covered Positions less than it paid men for substantially similar work, that Google assigned women to lower levels than it assigned men, and that Google failed to pay all wages due to employees upon their separation of employment. The released claims include but are not

Questions? Call [1-800-000-0000] or visit [[www.website](#)]

NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299

limited to claims brought under California Labor Code sections 201-203, 1197.5, 2698 et seq., California Business and Professions Code sections 17200 et seq., California Government Code section 12940 et seq., and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200 et seq., relief under California Government Code section 12940 et seq., attorneys' fees and costs, and interest, and waiver of the protection of California Civil Code section 1542 with respect to such claims (the "Class Members' Released Claims").

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue Google on your own and at your own expense, about the legal issues in this case, then you must take steps to exclude yourself, see below.

#### **1. How do I exclude myself (opt out) from the Settlement?**

To exclude yourself (opt out) from the Settlement, you must send a letter by mail saying that you want to be excluded from *Ellis v. Google* or submit a request for exclusion online at the website set up by the Settlement Administrator. Be sure to include your full name, address, telephone number, approximate dates of employment at Google, and a statement that you wish to be excluded from the settlement. The request for exclusion must be signed and dated by you. You must mail your exclusion request postmarked no later than \_\_\_\_\_, 2022 [45 days from Notice] to the address below, or submit it to the website set up by the Settlement Administrator no later than \_\_\_\_\_, 2022.

[Address]

[Website]

You cannot exclude yourself (opt out) by telephone. If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Google for the allegations in this case.

**Questions? Call [1-800-000-0000] or visit [[www.website](#)]**

**NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299**

**2. If I don't exclude myself, can I sue Google for the same thing later?**

No. If you are a Settlement Class Member, unless you exclude yourself, you give up the right to sue Google for the claims that this Settlement resolves. If you have a pending lawsuit regarding the claims at issue in this case, speak to your lawyer immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [REDACTED], 2022.

**3. If I exclude myself, can I get money from this case?**

No. If you exclude yourself, you will not receive money from this Settlement. But, you may sue, or continue to sue, in a different lawsuit against Google, at your own expense.

**THE LAWYERS REPRESENTING YOU**

**13. Who represents me in this case?**

The Court appointed the following law firms as Class Counsel to represent the Class:

LIEFF CABRASER HEIMANN  
& BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
(415) 956-1000  
Contact: Kelly Dermody  
Anne Shaver  
[Kdermody@lchb.com](mailto:Kdermody@lchb.com)  
[ashaver@lchb.com](mailto:ashaver@lchb.com)

ALTSHULER BERZON LLP  
177 Post Street, Suite 300  
San Francisco, California 94108  
(415) 421-7151  
Contact: James Finberg  
Eve Cervantez  
[jfinberg@altshulerberzon.com](mailto:jfinberg@altshulerberzon.com)  
[ecervantez@altshulerberzon.com](mailto:ecervantez@altshulerberzon.com)

These law firms are called "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

Questions? Call [1-800-000-0000] or visit [[www.website](http://www.website)]

NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299

**14. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel are working on your behalf and you do not need to do anything to receive benefits under the Settlement. You also may exclude yourself or object without a lawyer. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services.

**15. How will the lawyers be paid?**

Class Counsel will ask the Court to approve payment of up to 25% of the Settlement Fund for attorneys’ fees and approximately \$1,500,000.00 in reimbursement for litigation and expert expenses Class Counsel already incurred in prosecuting your claims. The Court will determine the propriety of any requested award.

**OBJECTING TO THE SETTLEMENT**

**16. Can I object to or comment on the settlement?**

Yes. If you are a Class Member, you can object to the Settlement if you do not think it should be approved. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object and the basis for your objection or submit your objection and the basis of the objection to the website set up by the Settlement Administrator.

Be sure to sign the objection personally, even if represented by counsel, and provide your name and full residence or business address and a statement signed under penalty of perjury that you are a member of the Class. You can also provide comments about the Settlement. Mail the objection or comments to the following address, postmarked no later than [redacted], 2022, or submit it to the website set up by the Settlement Administrator no later than [redacted], 2022.

[Address]  
[Website]

Questions? Call [1-800-000-0000] or visit [[www.website](#)]

**NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299**

## 17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't think the Settlement should be approved. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you, and you will not receive any payment from the Settlement.

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak if you submit a written objection, but you don't have to attend for the Court to consider your comments.

## 18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at [time] on [date], 2022, to consider whether the Settlement is fair, reasonable, and adequate. If there are written or live comments or objections, the Court will consider them.

The Court may postpone the hearing without further notification to the Class. To view the official docket for this action, however, please use the online link: <https://webapps.sftc.org/ci/CaseInfo.dll?CaseNum=CGC17561299&SessionID=82D15FDA4CD69E2A860048A52E94E113B5BFA2D3>. After using the link, click on "I'm not a robot," insert the case number "CGC-17-561299" where there is a prompt for case number, and click "search" on the landing page.

You may wish to refer to the Court's website for any instructions from the Court for the hearing due to COVID-19 at: <https://www.sfsuperiorcourt.org/general-info/Information-Regarding-Coronavirus-And-Court-Operations>

We do not know how long it will take for the Court to render a decision on the matter.

Questions? Call [1-800-000-0000] or visit [[www.website](http://www.website)]

NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299



**19. Do I have to come to the hearing?**

No. Class Counsel will answer questions Judge Cheng may have. But, you are welcome to come. If you submit a written objection or comment, you do not have to come to Court to talk about it. As long as you mailed your written objection or comment on time, the Court will consider it. You may also hire your own lawyer to attend, but it is not necessary.

**IF YOU DO NOTHING**

**20. What happens if I do nothing at all?**

If you do nothing, you will automatically receive any payment to which you are entitled under the Settlement and will release your claims against Google. Google will provide the Notice Administrator with your most recent address based on its corporate records to mail you a check. If you would like to confirm that the correct address is on file, you may call the Administrator at [1-800-000-0000]. You may update your address on the settlement website, [website].

**GETTING MORE INFORMATION**

**21. Are more details about the lawsuit available?**

Yes. This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [website]. Or the official docket of the case may be inspected at the Office of the Clerk of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102, during the Court's regular business hours (8:30 a.m. to 12:30 p.m.). If judgment is entered, it will be posted at [website].

**22. How do I get more information?**

You can call [HOTLINE], or go to [website] for more information about the case and the Settlement. You may also contact Class Counsel with questions (see contact information in Question ##, above). You may also seek the advice and counsel of your own attorney at your own expense, if you desire.

Questions? Call [1-800-000-0000] or visit [[www.website](http://www.website)]

**NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299**

PLEASE DO NOT CONTACT THE COURT. YOU SHOULD DIRECT ANY QUESTIONS YOU MAY HAVE ABOUT THIS NOTICE OR THE SETTLEMENT TO THE SETTLEMENT ADMINISTRATOR AND/OR TO CLASS COUNSEL.

Questions? Call [1-800-000-0000] or visit [[www.website](#)]

**NOTICE OF CLASS ACTION SETTLEMENT, CASE NO. CGC-17-561299**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO**

***ELLIS V. GOOGLE, LLC***

**CASE No. CGC-17-561299**

Dear [name]:

In connection with the Settlement of the class action lawsuit *Ellis v. Google*, as further explained in the accompanying Notice, we have calculated your estimated gross settlement recovery as \$\_\_\_\_\_. This does not include deductions for tax withholdings, which will be deducted from the W-2 wage portion of any final check. Please note that this is only an estimate and could be adjusted if class members opt out of the case or if there are changes to deductions from the Class Settlement Fund. Please consult the attached Notice for further information.

[Settlement Administrator information]

# **Exhibit B**

**CONFIDENTIAL**

**SUBJECT TO THE PARTIES' STIPULATION REGARDING CONFIDENTIAL INFORMATION**

<b>"Business Systems Integrator"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
3071	Business Systems Analyst II	Business Systems Analyst	3	X
3072	Business Systems Analyst III	Business Systems Analyst	4	X
3073	Sr Business Systems Analyst	Business Systems Analyst	5	X
3075	Staff Business Systems Analyst	Business Systems Analyst	6	X

<b>"Field Technician"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
274	DNU - IT Resident, Fieldtech II	Corporate Operations Engineering	1	X
1012	DNU - IT Resident, Fieldtech	Corporate Operations Engineering	1	X

<b>"Network Engineer"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
3002	Network Engineer II	Network Engineer	3	X
3003	Network Engineer III	Network Engineer	4	X
3004	Senior Network Engineer	Network Engineer	5	X
3006	Staff Network Engineer	Network Engineer	6	X
3009	Senior Staff Network Engineer	Network Engineer	7	X
3012	Network Engineer II (Surveillance)	Network Engineer	3	X
3013	Network Engineer III (Surveillance)	Network Engineer	4	X
3014	Senior Network Engineer (Surveillance)	Network Engineer	5	X
3017	Network Engineer I (Surveillance)	Network Engineer	2	X
3018	Network Engineer I (Corp)	Network Engineer	2	X
3319	DNU - Network Engineer I (Deployment)	DNU - Network Installation	2	X
3328	DNU - Network Engineer II (Deployment)	DNU - Network Installation	3	X
3329	DNU - Network Engineer III (Deployment)	DNU - Network Installation	4	X
3330	DNU - Senior Network Engineer (Deployment)	DNU - Network Installation	5	X

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<b>"Operations Engineer"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
234	Fixed Term Geo Operations Engineer	Corporate Operations Engineering	2	X
3465	Senior Corporate Operations Engineer	Corporate Operations Engineering	5	X
3471	DNU - Corporate Operations Engineer	Corporate Operations Engineering	1	X
3472	Corporate Operations Engineer I	Corporate Operations Engineering	2	X
3473	Corporate Operations Engineer II	Corporate Operations Engineering	3	X
3474	Corporate Operations Engineer III	Corporate Operations Engineering	4	X
3479	Executive Corporate Operations Engineer I	Corporate Operations Engineering	2	X
3480	Executive Corporate Operations Engineer II	Corporate Operations Engineering	3	X
3481	Executive Corporate Operations Engineer III	Corporate Operations Engineering	4	X
4702	Operations Engineer I	Technical Operations	1	X
4704	Operations Engineer II	Technical Operations	2	X
4706	Operations Engineer III	Technical Operations	3	X

<b>"Product Manager"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
1765	Product Specialist Manager I	Sales - Product Specialists	5	X
1766	Product Specialist Manager II	Sales - Product Specialists	6	X
1767	Product Specialist Manager III	Sales - Product Specialists	7	X
5001	Associate Product Manager I A	Product Management	3	X
5002	Product Manager I	Product Management	4	X
5003	Product Manager II	Product Management	5	X
5004	Associate Product Manager II A	Product Management	3	X
5005	Product Manager III	Product Management	6	X
5006	Sr Product Manager	Product Management	7	X
5012	Group Product Manager	Product Management	7	X
5203	DNU - Business Product Manager I	Product Management	4	X
5204	DNU - Business Product Manager II	Product Management	5	X
5205	DNU - Business Product Manager III	Product Management	6	X
5206	DNU - Sr Business Product Manager	Product Management	7	X
5208	DNU - Group Business Product Manager	Product Management	7	X
6588	Associate Product Manager I B	Product Management	3	X
6589	Associate Product Manager II B	Product Management	3	X

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<b>"Product Marketing Manager"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
5101	Assoc Product Marketing Manager I	Product Marketing Manager	3	X
5102	Product Marketing Manager I	Product Marketing Manager	4	X
5103	Product Marketing Manager II	Product Marketing Manager	5	X
5104	Assoc Product Marketing Manager II	Product Marketing Manager	3	X
5105	Product Marketing Manager III	Product Marketing Manager	6	X
5106	Senior Product Marketing Manager	Product Marketing Manager	7	X
5108	Group Product Marketing Manager	Product Marketing Manager	7	X
25101	DNU - Assoc Product Marketing Manager I	Product Marketing Manager	3	X

<b>"Project Manager"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
3934	Global Order Mgmt/Logistics Ops Project Manager I	VMO Order Management/Logistics	4	X
3935	Global Order Management/Logistics Ops Project Manager II	VMO Order Management/Logistics	5	X

<b>"Site Reliability Software Engineer"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
1019	SWE-SRE II	Site Reliability Engineer - Software Engineer	3	X
1020	SWE-SRE III	Site Reliability Engineer - Software Engineer	4	X
1021	Mgr I, SWE-SRE	Site Reliability Engineer - Software Engineer	5	X
1022	Sr. SWE-SRE	Site Reliability Engineer - Software Engineer	5	X
1023	Mgr II, SWE-SRE	Site Reliability Engineer - Software Engineer	6	X
1024	Staff SWE-SRE	Site Reliability Engineer - Software Engineer	6	X
1025	Mgr, SWE-SRE III	Site Reliability Engineer - Software Engineer	7	X
1026	Senior Staff SWE-SRE	Site Reliability Engineer - Software Engineer	7	X
3346	Principal Software Engineer - SRE	Site Reliability Engineer - Software Engineer	8	X

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<b>"Site Reliability Systems Engineer"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
1000	DNU - Mgr III, SysAdmin - SRE	Site Reliability Engineer - Sys Eng	7	X
1029	DNU - Sys Admin-SRE II	Site Reliability Engineer - Sys Eng	3	X
1030	DNU - Sys Admin-SRE III	Site Reliability Engineer - Sys Eng	4	X
1032	DNU - Sr. Sys Admin-SRE	Site Reliability Engineer - Sys Eng	5	X
1034	DNU - Staff Sys Admin-SRE	Site Reliability Engineer - Sys Eng	6	X
2430	Principal SRE-SysEng	Site Reliability Engineer - Sys Eng	8	X
10001	Mgr III, SRE-SysEng	Site Reliability Engineer - Sys Eng	7	X
10282	SRE-SysEng I	Site Reliability Engineer - Sys Eng	2	X
10291	SRE-SysEng II	Site Reliability Engineer - Sys Eng	3	X
10301	SRE-SysEng III	Site Reliability Engineer - Sys Eng	4	X
10311	Mgr I, SRE-SysEng	Site Reliability Engineer - Sys Eng	5	X
10321	Senior SRE-SysEng	Site Reliability Engineer - Sys Eng	5	X
10331	Mgr II, SRE-SysEng	Site Reliability Engineer - Sys Eng	6	X
10341	Staff SRE-SysEng	Site Reliability Engineer - Sys Eng	6	X
10671	Senior Staff SRE-SysEng	Site Reliability Engineer - Sys Eng	7	X

<b>"Systems Administrator"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
2129	Systems Administrator I	Systems Admin	2	X
3503	Systems Administrator II	Systems Admin	3	X
3504	Systems Administrator III	Systems Admin	4	X
3506	Sr Systems Administrator	Systems Admin	5	X

<b>"Technical Writer"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
3550	Technical Writer I	Technical Writers	2	X
3552	Technical Writer II	Technical Writers	3	X
3553	Technical Writer III	Technical Writers	4	X
3554	Senior Technical Writer	Technical Writers	5	X
3556	Staff Technical Writer	Technical Writers	6	X
3557	Sr Staff Technical Writer	Technical Writers	7	X



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<b>"UX Engineer"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
5567	UX Engineer I	UX Engineering	2	X
5569	UX Engineer II	UX Engineering	3	X
5570	UX Engineer III	UX Engineering	4	X
5571	Senior UX Engineer	UX Engineering	5	X
5572	Staff UX Engineer	UX Engineering	6	X
5582	Senior Staff UX Engineer	UX Engineering	7	X

<b>"UX Researcher"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
3600	UX Researcher I	UX Researcher	2	X
3602	UX Researcher II	UX Researcher	3	X
3603	Sr. UX Researcher	UX Researcher	5	X
3605	UX Researcher III	UX Researcher	4	X
3607	Staff UX Researcher	UX Researcher	6	X
3609	Senior Staff UX Researcher	UX Researcher	7	X

<b>"Technical Program Manager"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
1933	DNU - Technical Program Manager III	DNU - Sales - Technical Program Manager	5	X
3101	DNU - TPM - Associate Program Manager	Technical Program Management	2	X
3102	Technical Program Manager I	Technical Program Management	3	X
3103	Technical Program Manager II	Technical Program Management	4	X
3104	Technical Program Manager III	Technical Program Management	5	X
3105	Technical Program Manager V	Technical Program Management	7	X
3106	Technical Program Manager IV	Technical Program Management	6	X
6191	Google Cloud, Technical Program Manager II	Enterprise Technical Program Manager	3	X
6192	Google Cloud, Technical Program Manager III	Enterprise Technical Program Manager	4	X
6193	Google Cloud, Senior Technical Program Manager	Enterprise Technical Program Manager	5	X
6195	Google Cloud, Staff Technical Program Manager	Enterprise Technical Program Manager	6	X

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<b>"Program Manager"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
225	Fixed Term Associate Program Manager I	Program Manager	1	X
227	Fixed Term Associate Program Manager II	Program Manager	2	X
3140	Associate Program Manager	Program Manager	2	X
3142	Program Manager I	Program Manager	3	X
3143	Program Manager II	Program Manager	4	X
3144	Program Manager III	Program Manager	5	X
3145	Sr Program Manager I	Program Manager	6	X
3146	Sr Program Manager II	Program Manager	7	X
4331	Program Manager - Real Estate Specialist	Program Manager	3	X
6311	Google Cloud, Program Manager I	Enterprise Program Manager	2	X
6313	Google Cloud, Program Manager II	Enterprise Program Manager	3	X
6314	Google Cloud, Program Manager III	Enterprise Program Manager	4	X
6315	Google Cloud, Senior Program Manager	Enterprise Program Manager	5	X
6316	Google Cloud, Staff Program Manager	Enterprise Program Manager	6	X
6317	Google Cloud, Sr. Staff Program Manager	Enterprise Program Manager	7	X
6457	DNU - Google Cloud, Program Manager I - New Products	DNU - Temporary Company Plan	2	X
6458	DNU - Google Cloud, Program Manager II - New Products	DNU - Temporary Company Plan	3	X
6459	DNU - Google Cloud, Program Manager III - New Products	DNU - Temporary Company Plan	4	X
6460	DNU - Google Cloud, Senior Program Manager - New Products	DNU - Temporary Company Plan	5	X
6461	DNU - Google Cloud, Staff Program Manager - New Products	DNU - Temporary Company Plan	6	X
6463	DNU - Google Cloud, Sr. Staff Program Manager - New Products	DNU - Temporary Company Plan	7	X
6464	DNU - Google Cloud, Senior Staff Program Manager - New Products	DNU - Temporary Company Plan	7	X
6465	DNU - Google Cloud, Senior Staff Program Mgr - New Products	DNU - Temporary Company Plan	7	X

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<b>"Software Engineer, Sr. Software Engineer, Staff Software Engineer, Sr. Staff Software Engineer"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
3403	Software Engineer II	Software Engineer	3	X
3404	Software Engineer III	Software Engineer	4	X
3405	Senior Software Engineer	Software Engineer	5	X
3407	Staff Software Engineer	Software Engineer	6	X
3409	Senior Staff Software Engineer	Software Engineer	7	X
3411	Principal Software Engineer	Software Engineer	8	X
3413	Distinguished Software Engineer	Software Engineer	9	X
3721	Software Engineer, Tools and Infrastructure II	Software Engineer, Tools and Infrastructure	3	X
3722	Software Engineer, Tools and Infrastructure III	Software Engineer, Tools and Infrastructure	4	X
3723	Sr. Software Engineer, Tools and Infrastructure	Software Engineer, Tools and Infrastructure	5	X
3724	Staff Software Engineer, Tools and Infrastructure	Software Engineer, Tools and Infrastructure	6	X
3725	Sr Staff Software Engineer, Tools and Infrastructure	Software Engineer, Tools and Infrastructure	7	X
3995	DNU -MTS - Staff Software Engineer	ENG_MEMBER	6	X
4374	DeepMind Software Engineer II	DeepMind	3	X
4378	DeepMind Senior Staff Software Engineer	DeepMind	7	X
6565	Engineer I - Fixed Term	Software Engineer	2	X

<b>"Software Engineer Manager, Sr. Software Engineer Manager"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
3350	Engineering Manager I - SWE	Engineering Manager - SWE	5	X
3351	Engineering Manager II - SWE	Engineering Manager - SWE	6	X
3352	Engineering Manager III - SWE	Engineering Manager - SWE	7	X
3406	Mgr, Software Engineering I	Software Engineer Manager	5	X
3408	Mgr, Software Engineering II	Software Engineer Manager	6	X
3410	Mgr, Software Engineering III	Software Engineer Manager	7	X
3726	Mgr, Software Engineer, Tools and Infrastructure I	Software Engineer, Tools and Infrastructure	5	X
3727	Mgr, Software Engineer, Tools and Infrastructure II	Software Engineer, Tools and Infrastructure	6	X
3728	Mgr, Software Engineer, Tools and Infrastructure III	Software Engineer, Tools and Infrastructure	7	X

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<b>"Sr. Manager for Business Systems Integration"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
3074	Mgr, Business Systems Analyst I	Business Systems Analyst	5	X
3076	Mgr, Business Systems Analyst II	Business Systems Analyst	6	X
3078	Mgr, Business Systems Analyst III	Business Systems Analyst	7	X

<b>"Account Executive"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
5269	DNU - Inside Sales Account Executive - Wildfire	Inside Sales - WildFire	5	X
6400	Inside Sales Account Executive	Inside Sales	5	X

<b>"Sales Representative"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
1971	Sales Representative II	Global Sales	4	X
1972	Sales Consultant	Global Sales	5	X
1973	Senior Sales Consultant	Global Sales	6	X
1974	DNU - Senior Sales Consultant II	Global Sales	7	X
2174	DNU - Inside Sales Representative	Commerce Inside Sales	3	X
5267	DNU - Inside Sales Representative - Wildfire	Inside Sales - WildFire	3	X
5268	DNU - Inside Sales Senior Representative - Wildfire	Inside Sales - WildFire	4	X
5332	PBS ONLY - Sales Representative I	Global Sales	3	X
6173	Google Cloud, Inside Sales Rep	Enterprise Inside Sales	3	X
6174	Google Cloud, Sr. Inside Sales Rep	Enterprise Inside Sales	4	X
6182	Google Cloud, Assoc Inside Sales Rep	Enterprise Inside Sales	2	X
6402	Inside Sales Representative	Inside Sales	3	X
6403	Inside Sales Senior Representative	Inside Sales	4	X

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<b>"Account Manager"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
1183	Google for Work, Renewal Account Manager I	Enterprise Renewals Manager	3	X
1184	Google for Work, Renewal Account Manager II	Enterprise Renewals Manager	4	X
2083	DNU -Creative Technical Account Manager II	Rich Media Creative Technical Account Manager	3	X
2084	DNU -Creative Technical Account Manager III	Rich Media Creative Technical Account Manager	4	X
2088	DNU -Team Lead, Creative Technical Account Manager	Rich Media Creative Technical Account Manager	4	X
2107	DNU -Acc Mgmt Associate (US)	Commerce Account Management	2	X
2109	DNU -Acc Manager	Commerce Account Management	3	X
2110	DNU -Snr Acc Manager	Commerce Account Management	4	X
2111	DNU -Principal Acc Manager	Commerce Account Management	5	X
2141	DNU - Technical Account Manager I	DNU - Technical Account Manager	2	X
5301	Associate Account Manager	Global Sales	2	X
5302	Account Manager	Global Sales	3	X
5303	Snr Account Manager	Global Sales	4	X
5304	Principal Account Manager	Global Sales	5	X
5305	Principal Account Manager II	Global Sales	6	X
6121	DNU - Technical Account Manager III	DNU - Technical Account Manager	4	X
6125	DNU - Senior Technical Account Manager	DNU - Technical Account Manager	5	X
6126	DNU - Staff Technical Account Manager	DNU - Technical Account Manager	6	X
6184	Google Cloud, Account Mgr I	Enterprise Direct Sales	4	X
6185	Google Cloud, Account Mgr II	Enterprise Direct Sales	5	X
6186	Google Cloud, Account Mgr III	Enterprise Direct Sales	6	X
6187	DNU - Google for Work, Senior Account Mgr	Enterprise Direct Sales	7	X
6249	DNU - Google for Work, Account Mgr IV	Enterprise Direct Sales	6	X
6250	DNU - Google for Work, Sr. Account Manager II	Enterprise Direct Sales	7	X
6251	Google Cloud, Sr. Account Manager III	Enterprise Direct Sales	7	X
6285	DNU - PSO Technical Account Manager II	PSO Technical Account Manager	3	X
6286	DNU - PSO Technical Account Manager III	PSO Technical Account Manager	4	X
6287	DNU - PSO Senior Technical Account Manager	PSO Technical Account Manager	5	X
6289	DNU - PSO Staff Technical Account Manager	PSO Technical Account Manager	6	X
7512	DNU - Associate Account Manager, OPG Sales	DNU - Online Partnership Group - Dedicated	3	X
7513	DNU - Account Manager, OPG Sales	DNU - Online Partnership Group - Dedicated	4	X
7514	DNU - Sr. Account Manager, OPG Sales	DNU - Online Partnership Group - Dedicated	5	X

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<b>"Enterprise Sales Operations Associate"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
1816	Sales Operations Associate	Sales - Sales Operations Core	3	X
1817	Sales Operations Senior Associate	Sales - Sales Operations Core	4	X
1854	Sales Operations Associate Lead	Sales - Sales Operations Core	5	X
6223	Google Cloud, Sales Operations Associate	Enterprise Sales Operations	3	X
6224	Google Cloud, Sales Operations Sr Associate	Enterprise Sales Operations	4	X

<b>"Enterprise Sales Operations Coordinator"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
1852	Sales Operations Coordinator	Sales - Sales Operations Core	2	X
6239	Google Cloud, Sales Operations Coordinator (US)	Enterprise Sales Operations	2	X

<b>"Sales Solution Senior Associate"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
2655	Sales Solution Senior Associate	Sales Solutions	3	X

<b>"Preschool Teacher, Infant/Toddler Teacher"</b>				
<b>Job Code</b>	<b>Job Title</b>	<b>Job Family</b>	<b>Job Level</b>	<b>Covered Position</b>
1497	Children's Center, Teacher I	Benefits - Child Care	1	X
1498	Children's Center, Teacher II	Benefits - Child Care	2	X
1499	Children's Center, Teacher III	Benefits - Child Care	3	X

# Exhibit C

## PLAN OF ALLOCATION

Class Members are eligible to receive a share of the \$118,000,000.00 Settlement Fund net of all applicable reductions (“Net Settlement Fund”), which include the following reductions: approximately \$135,000.00 in costs of independent settlement administration; \$1,000,000.00 PAGA Payment<sup>1</sup>; up to \$29,250,000.00 in attorneys’ fees to Class Counsel; up to \$1,500,000.00 in reimbursement of costs that Class Counsel incurred to litigate this case; and service awards up to a total of \$225,000.00 to the Named Plaintiffs (representing \$75,000.00 for originating Plaintiff Ellis and \$50,000.00 for Plaintiffs Pease, Wisuri, and Lamar, in recognition of the time, effort, and risks these individual Plaintiffs took to come forward and prosecute the case) (collectively, “Applicable Reductions”). The Net Settlement Fund shall be allocated as follows:

First, minimum payments will be allocated to each Class Member. All Class Members for whom Google’s records show a hire date on or after January 1, 2022, will be allocated a flat sum of \$250.00 only. All Class Members for whom Google’s records show a hire date on or before December 31, 2021, will be allocated a minimum amount of \$500.00, except that those Class Members who worked for Google for fewer than six

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<sup>1</sup> Subject to Court approval, the PAGA Payment is allocated 25% to Class Counsel for their attorneys’ fees (\$250,000), with 75% of the remainder to the State of California (\$562,500) and 25% of the remainder (\$187,500) to the PAGA Group Members, that is, all women employed by Google in a Covered Position in California at any time from June [redacted], 2021 through the date on which the Court grants preliminary approval of the Settlement (the “PAGA Period”), regardless of whether or not they have validly opted out of the certified class in this Action or whether or not they opt out of the Settlement. Payments to the PAGA Group will be allocated proportionally based on the number of pay periods (or fractions thereof) worked during the PAGA Period.



months during the Class Period<sup>2</sup> will be allocated a minimum amount of \$250.00.

(Together, these are the “Minimum Payments.”)<sup>3</sup>

Second, after the Applicable Reductions and Minimum Payments are subtracted from the Settlement Fund, the Remaining Settlement Fund is apportioned 40% to the Equal Pay Act Claim<sup>4</sup> and 60% to the FEHA Claim<sup>5</sup> (based on the relative estimated Class exposure associated with each based on Plaintiffs’ allegations and models). Thus, 40% of the Remaining Settlement Fund will be used to pay alleged Equal Pay Act Claim damages to the participating members of the EPA Claim Class<sup>6</sup>, and 60% of the

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<sup>2</sup> The Class Period is September 14, 2013 through [date of preliminary approval].

<sup>3</sup> Class Members for whom Google’s records show a hire date on or before December 31, 2021 will receive the Minimum Payment plus the amount calculated under the regular allocation plan. For example, a Class Member who is entitled to \$200 under the allocation plan will receive a total of \$700 (a \$500 Minimum Payment and \$200 under the allocation plan). Class Members for whom Google’s records show a hire date on or after January 1, 2022 will receive the Minimum Payment only.

<sup>4</sup> The Equal Pay Act Claim refers to the claim that Google discriminated against women by paying them less than men for performing substantially similar work in violation of California’s Equal Pay Act, Cal. Lab. Code § 1197.5 (“California EPA”) and California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq. (“UCL”) (together, the “EPA Claim Class”). *See* Settlement § III.A.8.

<sup>5</sup> The FEHA Claim refers to the claim that Google discriminated against women hired before August 28, 2017 who were not campus hires by relying on their prior pay at the time of hire to assign them to lower levels than men with comparable qualifications and experience in violation of California’s Fair Employment and Housing Act, Cal. Gov. Code § 12940 et seq. (“FEHA”) and the UCL (the “FEHA Claim Subclass”). *See* Settlement § III.A.10.

<sup>6</sup> The EPA Claims Class are all women employed by Google in a Covered Position in California at any time from September 14, 2013 through [date of preliminary approval] who have not already validly opted out of the certified class in this Action. Those who do not timely opt out after mailing of the Notice of Settlement are the “Participating EPA Claim Class”. *See* Settlement § III.A.20.

Remaining Settlement Fund will be used to pay alleged FEHA Claim damages to participating members of the FEHA Claim Subclass.<sup>7</sup>

Third, Participating EPA Claim Class Members' shares of the Equal Pay Act Claim damages are computed in four steps:

(a) A statistical model developed by Plaintiffs' labor economist expert Professor David Neumark is used to create an estimate of the alleged difference in total compensation (base pay, bonuses, and equity (valuing equity at grant date)) that Plaintiffs contend female Class Members received compared to male employees in the same job code. Professor Neumark's model includes controls for year, tenure at Google, time in job level, performance rating, education, a measure of experience, location, and leave of absence or part-time status (collectively, "Observed Characteristics"). Professor Neumark's aggregated regression model produces one average alleged difference in pay for all women in all of the Covered Positions. Google disputes that Professor Neumark's model accurately analyzes and compares the pay of comparable male and female employees, and disputes that any shortfall in pay exists, but has agreed to use this model for the calculation of settlement payments only.

(b) The single percentage estimate from Professor Neumark's aggregated regression model is then used to estimate an alleged dollar shortfall amount for each Class Member for each year (or fraction of year) worked at Google in a Covered Position

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<sup>7</sup> The FEHA Claim Subclass are all women employed by Google in a Covered Position in California at any time from September 14, 2013 through [date of preliminary approval], excluding campus hires and women hired after August 28, 2017, who have not already validly opted out of the certified class in this Action. Those who do not timely opt out after mailing of the Notice of Settlement are the "Participating FEHA Claim Subclass". See Settlement § III.A.21.

in California, by multiplying that percentage estimate times the average pay of male employees in the Class Member's job code in each year in the class period.

(c) Interest at 10% per year and "liquidated damages"<sup>8</sup> (i.e., doubling of damages and interest) are added to the alleged dollar shortfall amount.

(d) An additional penalty equal to 15 days of wages (which is a 50% reduction to the 30 days set forth in Labor Code §203) is added for any Class Member who left Google before the end of the period covered by the data.

Fourth, Participating FEHA Claim Subclass Members' shares of the FEHA Claim damages are computed in six steps:

(a) A statistical model developed by Plaintiffs' labor economist expert Professor Neumark is used to estimate the average probability that a female employee was hired into a lower job level than a male employee hired into the same job family, accounting for prior education and a measure of employment experience. For example, if out of 100 women, Professor Neumark's model suggests that 10 were hired into too low a job level, this probability is 10%. Google disputes that Professor Neumark's model accurately analyzes and compares whether female employees were hired at lower levels than comparable male employees, and disputes that any alleged leveling shortfall exists. Google has agreed to use this model for the calculation of settlement payments only.

(b) A statistical model developed by Plaintiffs' labor economist expert Professor Neumark is used to estimate the percentage pay differences associated with each successive higher job level within each job family (*e.g.*, the pay difference between Levels 3 and 4 in the Software Engineer job family).

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<sup>8</sup> Liquidated damages are a statutory remedy for violations of the Equal Pay Act.

(c) This percentage pay difference is applied to the average pay of male employees in each job family and level, to estimate the potential alleged underpayment Plaintiffs contend is a result of leveling.

(d) Based on each Class Member's job family and job level, the estimated probability of being allegedly under-leveled and the estimated underpayment are multiplied to compute the estimated average amount by which each Class Member was allegedly underpaid by being hired into a lower job level (*e.g.*, if the potential underpayment between Levels 3 and 4 in the Software Engineer job family was \$20,000, and the probability of being hired into a lower job level was 10%, the estimated average underpayment would be \$2,000.00).

(e) Each Class Member is credited this alleged underpayment amount for each year or fraction of a year the Class Member worked at Google.

(f) Interest at 10% per year is added to this amount.

Fifth, each Class Member's share of the Equal Pay Act Claim damages and the FEHA Claim damages (if any), are added together.

Sixth, each Class Member's estimated Settlement Share is calculated as a percentage of the total estimated alleged damages for all Class Members, based on Plaintiffs' labor economist expert Professor Neumark's models, and applied proportionally to the Remaining Settlement Fund (*i.e.*, net of Applicable Reductions and Minimum Payments). For example, if total estimated alleged damages for the entire Class were \$200,000,000.00, and a Class Member's computed damages according to the above formulas were \$200,000.00, the Class Member's percentage would be one-tenth of one percent of total damages. That percentage would then be applied to the Remaining

Settlement Fund (net of Applicable Reductions and Minimum Payments) to determine the Class Member's estimated award. The estimated award is then added to the Class Member's Minimum Payment (and PAGA penalty, if applicable) to determine the Class Member's estimated Settlement Share. Each Class Member's estimated Settlement Share will be provide in their Information Form, which will be included in the Notice of Settlement. The amount of each Class Member's actual Individual Settlement Award may vary slightly from this estimate based on several factors, including the number of Class Members who opt out and the amount of fees and costs approved by the Court.

Upon the Effective Date, the Settlement Administrator will issue checks according to this process, less applicable tax withholdings.