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7 Attorneys for the Plaintiffs-Intervenors
DFEH and DLSE

(Fee Exempt, Gov. Code, § 6103)

8 [Additional Counsel Listed on Third Page]
9

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 DEPARTMENT OF FAIR EMPLOYMENT
AND HOUSING, an agency of the State of
13 California,
14 Plaintiff-Intervenor,

15 vs.

16 RIOT GAMES, INC., a Delaware Corporation;
17 RIOT GAMES DIRECT, INC., a Delaware
18 Corporation; RIOT GAMES MERCHANDISE,
19 INC., a Delaware Corporation; RIOT GAMES
20 PRODUCTIONS, INC., a Delaware
Corporation; and DOES 1 through 10, inclusive,
21 Defendants.

Case No.: 18STCV03957

Assigned to Hon. Elihu M. Berle in Dept. 6

**NOTICE OF FILING OF AMENDED
CONSENT DECREE, CLASS ACTION
SETTLEMENT AGREEMENT, AND ORDER**

Date: July 22, 2022
Time: 11:00 a.m.
Dept: 6

Action Filed: November 6, 2018
Trial Date: None set

1 DIVISION OF LABOR STANDARDS
2 ENFORCEMENT, DEPARTMENT OF
3 INDUSTRIAL RELATIONS, an agency of the
4 State of California,

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7
8 Plaintiff-Intervenor,

9 vs.

10 RIOT GAMES, INC., a Delaware Corporation;
11 and DOES 1 through 10, inclusive,

12 Defendants.

13 MELANIE MCCRACKEN, an individual; and
14 JESSICA NEGRON, an individual,

15 Plaintiffs,

16 vs.

17 RIOT GAMES, INC., a Delaware Corporation;
18 and DOES 1 through 10, inclusive,

19 Defendants.

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2 Mia Munro, SBN 281317
3 Andrea Fields, SBN 309502
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22 Attorneys for Private Plaintiffs

1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Pursuant to the Court’s feedback on the Motion for Preliminary Approval of the Class Action
3 Settlement, held on June 2, 2022, the Parties hereby submit the attached Amended Consent Decree, Class
4 Action Settlement Agreement and Order (“the Agreement”) attached hereto as Exhibit A. A redline
5 reflecting all of the changes to the Consent Decree filed on December 27, 2021, is attached hereto as
6 Exhibit B. For ease of reference, the Parties note the following modifications to the Agreement to address
7 the issues raised by the Court at the June 2, 2022 hearing:

- 8 1. Under Section III, A, 2 – the Parties have defined Aggrieved Employees as, for purpose of
9 settlement and resolving the PAGA Claims, as “all current and former female Riot employees,
10 temporary agency contractors who applied for permanent positions, and temporary agency
11 contractors who worked in California from November 6, 2014 through the filing of the original
12 proposed Consent Decree (December 27, 2021).” The Parties note that any individuals who began
13 working with Riot after December 27, 2021, either directly or through a contracting agency, will
14 not be impacted by this Agreement. The Parties intended to define the group of individuals who
15 will participate in this settlement to be limited to those performing work for Riot from November
16 6, 2014 through December 27, 2021 but to release claims for such individuals through Preliminary
17 Approval.
- 18 2. Under Section III, A, 16 – to clarify the time period that will be used to determine eligibility to
19 participate as a Group/Class Member, the Parties have defined Class Period as “November 6, 2014
20 through the filing of the original proposed Consent Decree (December 27, 2021).” This was
21 previously defined as the “Liability Period,” but to clarify that this time period is intended to
22 indicate the timeframe for which individuals working for Riot are eligible to participate as part of
23 the Agreement, the parties have clarified the term to be “Class Period” and made corresponding
24 edits throughout the Agreement.
- 25 2. Under Section III, A, 23 – the Parties have defined PAGA Claims to specifically indicate that, for
26 the purposes of settlement, the Agreement only resolves civil penalties permitted under PAGA that
27 occurred from November 6, 2014 through the Preliminary Approval for those individuals who are
28

1 considered to be Agrieved Employees. PAGA Claims do not include the predicate Labor Code
2 violations.

3 3. Under Section III, C, 2 – the Parties have specifically included Agrieved Employees as persons
4 covered under the Agreement.

5 4. Under Section IV, A – the Parties have specified that Group/Class Members (those performing
6 work for Riot in California from November 6, 2014 through December 27, 2021) who do not opt
7 out of the Private Class Action Settlement are releasing those claims asserted in the Government
8 Enforcement Action and/or Private Action that arose from November 6, 2014 through the date of
9 Preliminary Approval. The Parties also included language to specify that the release does not
10 become effective until Riot provide the settlement funds to the Class Administrator.

11 5. Under Section IV, B – the Parties have specified that Group/Class Members who opt out of the
12 Private Class Action Settlement will still, for the purposes of settlement, resolve the PAGA Claims
13 that occurred from November 6, 2014 through the date of Preliminary Approval, but will not be
14 releasing their right to pursue any of the predicate offenses that formed the basis for the claim for
15 PAGA penalties.

16 6. Under Section VII, D, 3 – the Parties have included the language requested by the Court regarding
17 Notice of the Final Hearing date and deadline for objections.

18 7. Under Section VII, E – the Parties have modified the deadline for the hearing for Final Approval
19 requested by the Court.

20 8. Under Section IX, C – the Parties have modified the timeline for making corrections to preliminary
21 calculations of payments in order to address the modified schedule requested by the Court.

22 9. Under Section IX, E – the Parties have modified the deadlines related to objections and rescissions
23 of opt outs to be consistent with the schedule requested by the Court.

24 10 Under Section X, A – the Parties have modified the deadline for filing any motion for attorneys’
25 pursuant to the Court’s order.

26 11. The Class Notice and supporting exhibits have been updated to reflect the above changes.
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1 12. The Agreement has also been modified to update DFEH counsel and to clarify references in light
2 of the above edits.

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4
5 DATED: June 14, 2022

DEPARTMENT OF FAIR EMPLOYMENT
AND HOUSING



8 Alexis S. McKenna, Assistant Chief Counsel
9 Tony Lawson, Associate Chief Counsel
10 Counsel for Plaintiff-Intervenor DFEH

11
12 DATED: June 14, 2022

DIVISION OF LABOR STANDARDS
ENFORCEMENT



16 Alexis S. McKenna, Assistant Chief Counsel,
17 DFEH
18 Tony Lawson, Associate Chief Counsel, DFEH
19 Counsel for Plaintiff-Intervenor DLSE

20
21 DATED: June 14, 2022

GENIE HARRISON LAW FIRM, APC



24 Genie Harrison
25 Mia Munro
26 Andrea Fields
27 Counsel for Plaintiffs

1 DATED: June~~14~~ 2022

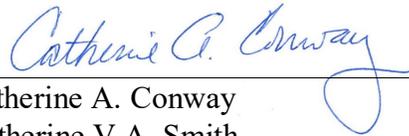
JML LAW, APLC

2 

3 _____
4 Nicholas Sarris
5 Joseph Lovretovich
6 Counsel for Plaintiffs

7
8
9 DATED: June~~14~~ 2022

GIBSON, DUNN & CRUTCHER LLP

10 

11 _____
12 Catherine A. Conway
13 Katherine V.A. Smith
14 Tiffany Phan
15 Counsel for Defendants

EXHIBIT A

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2 TONY LAWSON (#140823)
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19 PRODUCTIONS, INC., a Delaware
Corporation; and DOES 1 through 10, inclusive,
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21 Defendants.
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ACTION SETTLEMENT AGREEMENT,
AND ORDER**

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Plaintiff-Intervenor,

vs.

RIOT GAMES, INC., a Delaware Corporation;
and DOES 1 through 10, inclusive,

Defendants.

MELANIE MCCRACKEN, an individual; and
JESSICA NEGRON, an individual,

Plaintiffs,

vs.

RIOT GAMES, INC., a Delaware Corporation;
and DOES 1 through 10, inclusive,

Defendants.

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14 Attorneys for Private Plaintiffs
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1 up to \$20,000,000 to counsel fees and various costs, as specified herein. Riot will comply with
2 enforceable Injunctive Relief provisions under this Consent Decree that will provide additional relief to
3 female workers, including undergoing an independent expert analysis and an independent monitor audit
4 to determine whether additional workplace improvements are recommended, and an annual \$6,000,000
5 cash reserve for each year during the three-year term of the Decree to address Injunctive Relief. The
6 Injunctive Relief requires pay equity analyses and any appropriate pay adjustments to benefit female
7 workers, and forty (40) job opportunities to benefit female temporary agency contract worker applicants
8 at Riot.

9 **I. BACKGROUND**

10 In 2018, the DFEH opened an investigation into allegations of sexual harassment, discrimination,
11 and retaliation against female workers and temporary agency contractors at Riot. DFEH served notice of
12 its investigation on Riot in October 2018 and, on November 6, 2018, former Riot employees Melanie
13 McCracken and Jessica Negron filed a putative class action in Los Angeles Superior Court, *McCracken*
14 *et al. v. Riot Games, Inc. et al.* The class action complaint alleged the following violations of California
15 law on behalf of a class of current and former female employees: (1) violation of California Equal Pay
16 Act, (2) discrimination and retaliation in violation of California Equal Pay Act, (3) discrimination in
17 violation of the Fair Employment & Housing Act, (4) harassment in violation of the Fair Employment &
18 Housing Act, (5) retaliation in violation of the Fair Employment & Housing Act, (6) failure to prevent
19 discrimination and harassment in violation of the Fair Employment & Housing Act, and (7) violations of
20 Unfair Competition Law. On January 16, 2019, Plaintiffs McCracken and Negron added a representative
21 cause of action under the Private Attorneys General Act predicated on the Equal Pay Act violations.

22 In August 2019, Riot and the former proposed class counsel announced a class action settlement.
23 Former Plaintiff Melanie McCracken settled and dismissed her claims at that time and was replaced as a
24 proposed class representative by Plaintiff Gabriela Downie. Both DFEH and DLSE objected to the
25 proposed class action settlement on behalf of the aggrieved female Riot workers and the public interest
26 on January 8 and 9, 2020. On January 31, 2021, current Plaintiffs' Counsel substituted as counsel for the
27 former class counsel and withdrew the proposed class action settlement.

1 DLSE and DFEH moved to intervene in this Action on December 27, 2019 and February 25, 2020,
2 and the Court granted intervention on January 31, 2020 and July 10, 2020, respectively. In its Complaint
3 in Intervention, DLSE alleged that Riot violated California's Equal Pay Act and related provisions of the
4 Labor Code. DLSE has the authority to respond to and investigate claims brought under the Private
5 Attorneys General Act, seeking penalties on behalf of the state, such as those alleged by Private Plaintiffs.
6 In its Amended Complaint in Intervention, DFEH alleged that Riot violated laws by engaging in (1) sex
7 and gender discrimination in hiring, assignment, pay, promotion, and related discrimination; (2) sexual
8 harassment; (3) retaliation; (4) a failure to take all reasonable steps necessary to prevent discrimination
9 and harassment from occurring (for the group/class of female workers and the DFEH); and (5)
10 recordkeeping violations.

11 On August 18, 2020, Plaintiffs Downie and Negron filed a Third Amended Complaint to add
12 Jessica Seifert, Mayanna Berrin, Irina Crudu, Antonia Galindo, and Gina Cruz Rivera as named Plaintiffs
13 and representatives under the Private Attorneys General Act. In their Third Amended Complaint, and on
14 behalf of themselves and all others similarly situated, Private Plaintiffs alleged that Riot violated
15 California's Equal Pay Act, Fair Employment and Housing Act, Unfair Competition Law, and are subject
16 to penalties under the Private Attorneys General Act. On January 25, 2021, Plaintiffs Jessica Negron,
17 Jessica Seifert, Mayanna Berrin, Irina Crudu, Antonia Galindo, and Gina Cruz Rivera were compelled to
18 arbitrate their claims except for their Private Attorneys General Act claim. As such, Plaintiffs Jessica
19 Negron, Jessica Seifert, Mayanna Berrin, Irina Crudu, Antonia Galindo, and Gina Cruz Rivera enter into
20 this Consent Decree as Private Attorneys General Act representatives only.

21 Plaintiffs, DFEH and DLSE have propounded extensive discovery in the Actions, and DFEH
22 engaged in vigorous motion practice in the Government Enforcement Actions, including four (4) motions
23 to compel discovery resulting in the production of over 113,000 documents and over seven (7) years of
24 employment records, in order to vigorously prosecute the Government Enforcement Actions and ensure
25 the fairness of the resolutions of the Actions. All Parties have also retained experts to assist in the
26 valuation and assessment of the Actions. Between October 26 and December 23, 2021, the Parties
27 participated in several sessions of a court-ordered Mandatory Settlement Conference with the assistance
28

1 of mediator Mark Rudy and the Honorable Daniel Buckley, and negotiated the terms of this Consent
2 Decree.

3 The Court, having considered the matter, and good cause appearing,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

5 **II. JURISDICTION**

6 The Court has jurisdiction over the parties and the subject matter of this lawsuit. The
7 Complaints-in-Intervention and the Private Action allege claims that, if proven, would authorize the
8 Court to grant the monetary and equitable relief set forth in this Decree against Riot. This Decree
9 conforms with the Code of Civil Procedure, the Fair Employment and Housing Act, and all other
10 applicable law, and is not in derogation of the rights and privileges of any person. The Court shall retain
11 jurisdiction of the Government Enforcement Actions (as defined further below) and the Private Action
12 for the duration of the Decree for the purposes of entering all orders, judgments, and decrees that may be
13 necessary to implement the relief provided herein.

14 The Parties agree jointly to file this proposed Consent Decree with the Superior Court of the State
15 of California, County of Los Angeles, and stipulate to entry of judgment on this Decree when it is final.
16 The stipulation shall request that the Court enter the Decree, and conditionally dismiss the
17 Complaints-in-Intervention in the Government Enforcement Actions without prejudice, while retaining
18 jurisdiction to enforce the Decree. The stipulation shall further request that the Government Enforcement
19 Actions be removed from the Court’s active caseload until further application by the Parties or order of
20 the Court.

21 **III. GENERAL PROVISIONS**

22 **A. Definitions**

23 The terms described below shall have the meanings defined in this Section whenever used in this
24 Consent Decree, and for purposes of this Consent Decree only, including in all of its exhibits and Notice
25 of Settlement of Government Enforcement Actions and Private Class Action.

26 1. “Agency Counsel” means Alexis McKenna and Tony Lawson of DFEH as counsel for
27 both the DFEH and DLSE.

1 2. “Aggrieved Employees” for the purposes of settlement means all current and former
2 female Riot employees, temporary agency contractors who applied for permanent positions, and
3 temporary agency contractors who worked in California from November 6, 2014 through the filing of the
4 original proposed Consent Decree (December 27, 2021).

5 3. “Calculated Share” means the Additional Payment(s), the Pre-Acquisition Payment, and
6 the Tenure Payment owed to Group/Class Members.

7 4. “Claims Administrator” means Rust Consulting, which has been jointly designated by
8 Agency Counsel, Plaintiffs’ Counsel, and Riot to administer the Settlement Fund pursuant to Sections
9 VII, VIII, IX, and X below and orders of the Court. The Claims Administrator costs shall be paid out of
10 the Costs Fund. Any portion of the Costs Fund not used for the Claims Administrator or attorneys’ actual
11 costs will revert to the Settlement Fund.

12 5. “Consent Decree” or “Decree” means consent judgment or stipulated judgment.

13 6. “Costs Fund” means the \$3,000,000 set aside for claims administration costs and fees, and
14 Plaintiffs’ Counsel’s and Agency Counsel’s costs, subject to approval by the Court.

15 7. “Court” means the Los Angeles County Superior Court, Department 6.

16 8. “Effective Date” means the later of either (a) the Final Entry of the Consent Decree and
17 Final Approval of the class action settlement or (b) Final Entry of the Modified Consent Decree.

18 9. “FEHA” means the Fair Employment and Housing Act, Government Code sections 12900
19 et seq.

20 10. “Female” means any person who has self-identified as female, or any person who has not
21 identified a gender, but who has a “female-identifying name.” Persons will have the opportunity to
22 contact the Claims Administrator, Agency Counsel and/or Plaintiffs’ Counsel if they are misidentified or
23 mistakenly excluded (and Agency Counsel, Plaintiffs’ Counsel or Riot or its counsel may direct
24 individuals with such concerns to the Claims Administrator).

25 11. “Final Entry” of the Consent Decree refers to the date that the Court enters the Consent
26 Decree as final in an Order and grants final approval of the class action settlement as set forth pursuant to
27 the terms of this Consent Decree.

28

1 12. “Government Complaints” means the Complaints-in-Intervention filed in the
2 Government Enforcement Actions.

3 13. “Government Enforcement Actions” means *DFEH v. Riot Games, Inc. et al.*, Case No.
4 18STCV03957, and *DLSE v. Riot Games, Inc.*, Case No. 18STCV03957, currently pending in Los
5 Angeles County Superior Court.

6 14. “Group/Class Member” means all current and former female Riot employees, temporary
7 agency contractors who applied for permanent positions, and temporary agency contractors who worked
8 in California during the Class Period, as further defined in Section III.C, below. Group/Class Members
9 include all Aggrieved Employees, as defined in Section III.A.2, above.

10 15. “Injunctive Relief” means enforceable programmatic or non-monetary relief pursuant to
11 the terms of this Consent Decree.

12 16. “Class Period” means November 6, 2014 through the filing of the original proposed
13 Consent Decree (December 27, 2021).

14 17. “Maximum Gross Settlement Amount” means \$100,000,000 and includes the Settlement
15 Fund, as defined below, as well as monies allocated to cover attorneys’ fees and the Costs Fund.

16 18. “Monetary Relief” means the sum total of the monetary payments made to a Group/Class
17 Member pursuant to the terms of this Consent Decree, including the Minimum Payments, the Tenure
18 Payment, and Pre-Acquisition Payment, if applicable.

19 19. “Notice” means the Notice of Settlement of Government Enforcement Actions and the
20 Private Class Action that is to be mailed directly to Group/Class Members, as approved by the Court,
21 substantially in the form attached hereto as Exhibit A.

22 20. “Notice of Award” means the letter sent to each Group/Class Member specifying the
23 amount of the Group/Class Member’s award.

24 21. “PAGA” means Private Attorneys General Act of 2004, Labor Code sections 2698 et seq.

25 22. “PAGA Allocation” means the \$4,000,000 portion of the Settlement Fund allocated to
26 resolve the PAGA claims alleged in the Actions.

27 23. “PAGA Claims” for the purposes of settlement means PAGA claims for civil penalties
28 occurring from November 6, 2014 through Preliminary Approval that arise out of or are related to the

1 claims set forth in Plaintiffs’ PAGA notices to the LWDA on November 6, 2018 and April 17, 2020, the
2 Private Action, and/or DLSE’s Complaint in Intervention, which are predicated on violations of the
3 California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and
4 2699(f).

5 24. “PAGA Representatives” means Jessica Negron, Mayanna Berrin, Irina Crudu, Jessica
6 Seifert, Antonia Galindo, and Gina Cruz Rivera. “Parties” means DFEH, DLSE, Private Plaintiffs, and
7 Riot.

8 25. “Plaintiffs’ Counsel” and/or “Class Counsel” means Genie Harrison, Mia Munro, and
9 Andie Fields of the Genie Harrison Law Firm, APC, Joseph Lovretovich, Nicholas Sarris, and Brooke
10 Bellah of JML Law, APC. Appointment of these attorneys to serve as Class Counsel is subject to
11 approval by the Court.

12 26. “Plaintiff-Intervenors” means DFEH and DLSE.

13 27. “Private Action” means *McCracken et al. v. Riot Games, Inc.*, Case No. 18STCV03957,
14 currently pending in Los Angeles County Superior Court.

15 28. “Private Plaintiffs” means Plaintiff Gabriela Downie, and PAGA Representatives Jessica
16 Negron, Mayanna Berrin, Irina Crudu, Jessica Seifert, Antonia Galindo, and Gina Cruz Rivera.

17 29. “Released Parties” means Riot, including each of their past and present successors,
18 subsidiaries, parents, holding companies, related or affiliated companies and divisions, assigns, joint
19 ventures, both individually and in their official capacities, as well as their past or present shareholders,
20 owners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers,
21 re-insurers, fiduciaries, successors and assigns, and any individual or entity who could be jointly liable,
22 and persons acting by, through, under or in concert with any of these persons or entities.

23 30. “Riot” means Riot Games, Inc., Riot Games Direct, Inc., Riot Games Merchandise, Inc.,
24 and Riot Games Productions, Inc.

25 31. “Riot’s Counsel” means Catherine A. Conway, Katherine V.A. Smith, James Zelenay,
26 and Tiffany Phan of Gibson, Dunn & Crutcher LLP, and Roberta A. Kaplan and Gabrielle E. Tenzer of
27 Kaplan, Hecker & Fink, LLP.

1 32. “Settlement Fund” means a minimum of \$80,000,000 allocated to Group/Class Member
2 payments and PAGA Allocation.

3 33. “Temporary Staffing Agencies” means companies that Riot contracts with to provide
4 temporary agency contractors in California.

5 **B. Effective Date and Duration of Decree**

6 This Consent Decree shall be deemed effective on the later date of either (a) the Final Entry of the
7 Consent Decree and Final Approval of the class action settlement or (b) Final Entry of the Modified
8 Consent Decree (“Effective Date”). This Decree shall remain in effect for three years from the Effective
9 Date.

10 **C. Persons Covered by This Consent Decree**

11 1. Group/Class Member(s): “Group/Class Member(s)” are defined as all current and
12 former female employees, female temporary agency contractors, and female temporary agency
13 contractors who applied for permanent positions, at Riot in California during the Class Period, where
14 “female” includes persons who have self-identified as female or who have not identified a gender but
15 have a “female-identifying name” as determined by a reputable neutral Claims Administrator.

16 2. Aggrieved Employee(s): “Aggrieved Employees” for the purposes of this
17 settlement are defined as all current and former female employees, female temporary agency contractors,
18 and female temporary agency contractors who applied for permanent positions, at Riot in California from
19 November 6, 2014 through the original filing of the proposed Consent Decree (December 27, 2021),
20 where “female” includes persons who have self-identified as female or who have not identified a gender
21 but have a “female-identifying name” as determined by a reputable neutral Claims Administrator.

22 3. Effect of Pending Arbitrations: Group/Class Members whose claims are pending
23 in arbitration in their private case will receive the Minimum Payment, even if they do not withdraw their
24 demands for arbitration. Group/Class Members who have withdrawn their demand for arbitration (with
25 the mutual consent of the parties to that arbitration) are eligible to participate in the Private Class Action
26 and the Government Enforcement Actions. Group/Class Members who have not withdrawn their
27 demand for arbitration (with the mutual consent of the parties to that arbitration) are eligible to participate
28 in the Government Enforcement Actions in the following manner: Group/Class Members who initiated

1 their pending claims (either in court or in arbitration) before the filing of the Government Enforcement
2 Actions will participate in the Government Enforcement Actions in the same manner as an opt-out (as
3 described in Sections IV and IX.E), and Group/Class Members who initiated their pending claims (either
4 in court or in arbitration) after the filing of the Government Enforcement Actions will participate in the
5 Government Enforcement Actions in the same manner as an opt-out who has declined to fully participate
6 in the Government Enforcement Actions (as described in Sections IV and IX.E). The Group/Class
7 Members whose claims are pending in arbitration in their private case will receive additional information
8 on the impact of their pending arbitration as part of the Notice.

9 4. Effect of General Releases: Riot expressly contends that Group/Class Members
10 who have signed a general release should not be permitted to participate in the Government Enforcement
11 Actions while Plaintiff-Intervenors contend that Group/Class Members who have signed a general
12 release may participate in the Government Enforcement Actions. In exchange for Plaintiff-Intervenors’
13 release, Plaintiff-Intervenors and Riot intend to compromise by acknowledging an offset in Group/Class
14 Members’ settlement payments from this Decree if, as part of a settlement or severance agreement, they
15 signed a general release as set forth in Section IX.B. As a result, Group/Class Members who have signed
16 a settlement or severance agreement with a general release may participate in the Government
17 Enforcement Actions. Any such offset amounts will be reallocated to the Settlement Fund. In agreeing
18 that Group/Class Members who have signed a general release to participate in the Government
19 Enforcement Actions, Riot does not agree that Riot’s general releases are not enforceable.

20 **D. Group/Class Size**

21 Based on discovery in this action to date, the approximate group/class size is 1,065 female
22 employees and 1,300 female temporary agency contractors (“Group/Class Size”).

23 **E. Renegotiation of Settlement Fund**

24 Within fifteen (15) calendar days of Preliminary Approval of this Decree, Riot will provide a list
25 of Group/Class Members who are or were Riot employees to Agency Counsel and Plaintiffs’ Counsel
26 for verification (Social Security Numbers will not be provided). The Parties will work together to obtain
27 reasonably complete information of temporary agency contractors. If the list of Group/Class Members
28 contains a number of historical female employees (defined as any Group/Class Member hired before

1 October 12, 2021) that is greater than 2% of 1,065, then the Parties will renegotiate the Settlement Fund.
2 If the list of Group/Class Members contains a total number of female temporary agency contractors that
3 is greater than 10% of 1,300, then the Parties will renegotiate the Settlement Fund. If the list of
4 Group/Class Members contains a total number of Riot’s female new hires (defined as Group/Class
5 Members hired after October 12, 2021) greater than 10% of 1,065, then the Parties will renegotiate the
6 Settlement Fund.

7 **IV. RELEASE OF CLAIMS**

8 Group/Class Members will release all claims asserted in the Government Enforcement Actions
9 and Private Action that arose during the Class Period and through Preliminary Approval as set forth
10 below.

11 **A. Group/Class Members Who Do Not Opt Out**

12 In consideration of their allocated portion of the Settlement Fund and the other terms and
13 conditions of the Decree, Group/Class Members who do not opt out of the Private Class Action Settlement
14 as set forth in Section IX hereby fully and finally release Riot, including each of their past and present
15 successors, subsidiaries, parents, holding companies, related or affiliated companies and divisions,
16 assigns, joint ventures, both individually and in their official capacities, as well as their past or present
17 shareholders, owners, officers, directors, employees, agents, servants, registered representatives,
18 attorneys, insurers, re-insurers, fiduciaries, successors and assigns, and any individual or entity who could
19 be jointly liable, and persons acting by, through, under or in concert with any of these persons or entities
20 (“Released Parties”) from any and all claims asserted in the Government Enforcement Actions or Private
21 Action that arose during the Class Period and through Preliminary Approval, including claims for gender
22 discrimination and retaliation for complaining about gender harassment or discrimination in violation of
23 the California Equal Pay Act (Labor Code sections 1197.5(a) and 1197.5(k)), gender discrimination,
24 gender-based harassment, and retaliation for complaining about gender harassment or discrimination in
25 violation of the Fair Employment and Housing Act (Government Code sections 12940(a), 12940(j), and
26 12940(h)), failure to prevent gender-based discrimination, harassment, and retaliation in violation of the
27 Fair Employment and Housing Act (Government Code section 12940(k)), failure to maintain adequate
28 records in violation of California law (Government Code Section 12946 and Code of Regulations, Title 2,

1 section 11013), as well as violations of the California Unfair Competition Law (Business and Professions
2 Code section 17200, et seq.) (“Group/Class Member Released Claims”). As to Aggrieved Employees, the
3 PAGA Allocation of the Settlement Fund will resolve any PAGA Claims arising out of or related to the
4 claims set forth in Plaintiffs’ PAGA notices to the LWDA on November 6, 2018 and April 17, 2020, on
5 the Private Action, and/or on the DLSE’s Complaint in Intervention, which are based on alleged violations
6 of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and
7 2699(f). This resolution of PAGA Claims shall extend from November 7, 2014 through Preliminary
8 Approval. This release will not take effect unless and until Riot has provided the necessary funds to the
9 Claims Administrator pursuant to Section VIII.D of this Consent Decree.

10 The fact that Group/Class Members may hereafter discover legal arguments based on the same or
11 similar factual allegations in addition to or different from those they now know or currently believe to be
12 true with respect to the claims, causes of action and legal theories of recovery in the Private Action shall in
13 no way limit the scope or definition of the Released Claims. This paragraph does not apply to the
14 Government Enforcement Actions.

15 **B. Group/Class Members Who Opt Out**

16 As to those Group/Class Members who opt out of participating in the Private Class Action
17 Settlement or who have not withdrawn their arbitration demand pursuant to Section III.C and are also
18 Aggrieved Employees, the Monetary Relief set forth in Section VIII and IX and the other terms and
19 conditions of the Decree will, as to those individuals, resolve any PAGA Claims arising out of or related to
20 predicate violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a),
21 1197.5(k), and 2699(f) that occurred from November 6, 2014 through Preliminary Approval and which
22 have been alleged in the notices provided to the LWDA on November 6, 2018 and April 17, 2020, the
23 Private Action and/or the DLSE’s Complaint in Intervention.

24 Group/Class Members who opt out of the Private Class Action will not waive or release any other
25 individual claims they may hold against the Released Parties (although the PAGA Claims will be
26 resolved), and may pursue their individual claims consistent with applicable procedures, if they do not
27 fully participate in the Government Enforcement Actions.

1 **C. Group/Class Members Who Only Fully Participate in the Government Enforcement**
2 **Actions**

3 If a Group/Class Member opts out of the Private Class Action, or is not a part of the Private Class
4 Action (as described in Section III.C.3) then the Claims Administrator will write to the Group/Class
5 Member to confirm whether or not she wishes to fully participate in the Government Enforcement Action.
6 The Claims Administrator will explain the effect of her full participation in the Government Enforcement
7 Action, including any applicable release of her claims against Riot as specified herein. If the Group/Class
8 Member indicates a desire to fully participate in the Government Enforcement Actions, the Group/Class
9 Member will be provided, in addition to the Minimum Payment, with the applicable Calculated Share or
10 Offset Payment (as defined below at Section IX.B.). The Group/Class Member will be deemed to have
11 fully participated in the Government Enforcement Actions by depositing the applicable Calculated Share
12 or Offset Payment Share (as defined below at Section IX.B) and the Group/Class Member will release
13 claims according to Exhibit C-1. If the Group/Class Member declines to fully participate in the
14 Government Enforcement Actions, does not respond to the Claims Administrator, or has a pending
15 arbitration initiated after DFEH and DLSE initiated their Government Enforcement Actions, and does not
16 withdraw their demand for arbitration (with the mutual consent of the parties to that arbitration), the
17 Group/Class Member will be deemed to have declined full participation in the Government Enforcement
18 Action and the Group/Class Member's Calculated Share will be allocated to the cy pres organizations
19 identified in Section IX.H in exchange for the settlement of the Government Enforcement Action on her
20 behalf and such individual, because of her status as an Aggrieved Employee, will resolve only the PAGA
21 Claims pursuant to Section IV.B. Nothing within this Section is intended to make any indication about the
22 enforceability of Riot's existing releases.

23 **D. Plaintiff-Intervenors**

24 In consideration for the Monetary and Injunctive Relief provided in this Decree and upon the Final
25 Entry of the Decree or entry of the Modified Decree and Riot's funding of the Gross Settlement Amount,
26 Plaintiff-Intervenors will release all claims alleged in the Complaints in Intervention in the Government
27 Enforcement Actions arising from incidents occurring during the Class Period through Preliminary
28 Approval. In consideration for the Monetary and Injunctive Relief provided in this Decree and upon the

1 Final Entry of the Decree or entry of the Modified Decree and Riot’s funding of the Gross Settlement
2 Amount, Plaintiff-Intervenors will administratively close *DFEH/Kish v. Riot Games, Inc.* et al. (DFEH No.
3 201810-04010525) investigation, as described in Section XIV.G, and terminate that matter consistent with
4 Section II.

5 Because Riot has not withdrawn its pending motions and appeal, Plaintiff-Intervenors reserve their
6 right to oppose Riot’s sealing motions before the trial court and pending appeal on sealing before any
7 appellate court.

8 **V. NON-DEROGATION OF RIGHTS**

9 This Decree in no way effects DFEH’s or DLSE’s rights or authorities under law, nor does it
10 otherwise effect DFEH’s or DLSE’s rights or duties to process complaints or notices against Riot not
11 otherwise covered by this Decree in accordance with standard procedures and authorities, including
12 commencing a civil action on any such complaints or notices. Under no circumstances shall the DFEH or
13 DLSE, by agreeing to a term or commenting or electing not to comment upon proposed policies or
14 procedures pursuant to Section XI (Injunctive and Programmatic Relief), be deemed to have accepted the
15 term or the validity of, or approved, the provisions adopted by Riot, for any matter outside of this Decree.

16 **VI. MODIFICATION AND SEVERABILITY**

17 **A. Modification**

18 The Consent Decree includes all terms and conditions of settlement for DFEH, DLSE, Riot, and
19 Private Plaintiffs (“the Parties”), except as provided in Section VI.B below. The Consent Decree and the
20 class action settlement approval papers are hereby filed simultaneously. No waiver, modification, or
21 amendment of any provision of this Decree will be effective unless made in writing and signed by an
22 authorized representative of each of the parties, with the exception of Section VI.B below. In the event
23 the Court denies preliminary or final approval of the class action settlement without prejudice, the Parties
24 shall agree upon appropriate amendments as directed by the Court in order to resubmit this Decree.

25 **B. Modification Required**

26 In the event the Court denies preliminary or final approval of the class action settlement with
27 prejudice in the Private Action, the Court grants approval of the class action settlement in the Private
28 Action and that order and judgment is vacated or appealed as permitted by law, or Riot exercises its right

1 to withdraw as set forth in Section IX.E.4, the following will occur: DFEH, DLSE, and Riot will stipulate
2 to modification of the Consent Decree to limit the signatories to Plaintiff-Intervenors and Riot, and for
3 certainty, Plaintiff-Intervenors and Riot agree to a modified Settlement Fund of \$70,000,000, that will be
4 paid to the Claims Administrator within the same thirty (30) day period. This payment is in addition to
5 Agency Counsel's fees and the Cost Fund. The Injunctive Relief will not be modified. DFEH, DLSE, and
6 Riot will make significant efforts to ensure that all applicable Group/Class Members receive, deposit, and
7 cash their settlement payments, including but not limited to holding all uncashed checks for nine months
8 prior to redistribution and allocation to a cy pres fund. DFEH, DLSE, and Riot shall submit a modified
9 Consent Decree with the Court within thirty (30) calendar days.

10 DFEH and DLSE, at their sole option, may delay implementation of Section VI.B in response to a
11 legal challenge to the Private Action in order to protect the interests of the aggrieved workers and the State
12 of California.

13 C. Severability

14 If one or more provisions of the Decree are rendered unlawful or unenforceable, the Parties shall
15 make good faith efforts to agree upon appropriate amendments to this Decree to effectuate the purposes
16 of the Decree. If the Parties are unable to reach agreement, the Court shall order appropriate alternative
17 provisions to effectuate the purposes of the Decree. Should one or more provisions of this Decree be
18 deemed unlawful, all other lawful and enforceable provisions will remain in full force and effect.

19 VII. COURT APPROVAL PROCESS

20 A. Motions for Approval

21 The Parties shall jointly move the Court for Preliminary Approval of this Consent Decree separate
22 and apart from Private Plaintiffs' Motion for Preliminary Approval of Class Settlement. These motions
23 will be filed on the same day. DFEH and DLSE will not participate or be bound by the Motion for
24 Preliminary Approval of Class Settlement because DFEH and DLSE are not subject to class certification
25 requirements under Code of Civil Procedure section 382.

26 Private Plaintiffs and Riot stipulate to the certification of the Settlement Class in the Private Action
27 for the purposes of settlement only as a term of this Decree. Private Plaintiffs shall file with the Court a
28 Motion for Order Granting Preliminary Approval of Class Certification for Settlement Purposes and

1 supporting papers, which shall include this Decree (collectively, the “Motion for Preliminary Approval”).
2 The Motion for Preliminary Approval will request: (1) preliminary approval of the terms of this Decree as
3 applicable to the Private Action; (2) approval of the notice to Group/Class Members, settlement
4 administration procedures, and appointment of a Claims Administrator; and (3) that the Court schedule a
5 Final Approval Hearing to determine the question of whether the terms of this Decree, as applicable to the
6 Private Action, should be finally approved as fair, adequate and reasonable as to the Group/Class
7 Members. The Parties will not object to the Motion for Preliminary Approval so long as said Motion
8 conforms to the Decree.

9 **B. Claims Administrator**

10 The Claims Administrator shall: (1) prepare and mail necessary notices and release to Group/Class
11 Members; (2) establish and operate a website designed to provide information to and communication with
12 Group/Class Members; (3) receive and evaluate claims eligibility; (4) seek additional information from
13 Group/Class Members, when appropriate; (5) receive and file opt-out statements and objections; (6)
14 respond to questions from potential Group/Class Members; (7) maintain a toll-free number for
15 communicating with Group/Class Members; and (8) any other duties necessary to carry out its
16 responsibilities set forth in this Decree, including the creation and administration of the Settlement Fund
17 as a Qualified Settlement Fund and distribution of any Cy Pres funds. The Claims Administrator will keep
18 confidential all information obtained during administration of this Decree and will establish safeguards to
19 protect such information, such as social security numbers, home addresses, and phone numbers, from
20 inadvertent disclosure or release.

21 **C. Production by Riot of Name and Address List for Notice of Settlement**

22 No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the
23 Decree and Preliminary Approval of the Class Settlement, Riot shall furnish the Claims Administrator,
24 Agency Counsel and Plaintiffs’ Counsel, in computer-readable form, with the names of all Riot employee
25 Group/Class Members to receive the Notice of Settlement of Government Enforcement Actions and Class
26 Action (“Notice”), as well as the dates of employment for those individuals in Riot’s records. Riot will
27 also furnish to the Claims Administrator, Agency Counsel, and Plaintiffs’ Counsel (1) the names of
28 Group/Class Members who signed general releases and the amounts they received; and (2) the names of

1 Group/Class Members with claims pending in arbitration and the date those arbitrations were initiated.
2 The Parties will work together to obtain reasonably complete information of temporary agency contractor
3 Group/Class Members, including by utilizing the data and documents that have been obtained to date
4 through this litigation. To the extent that Riot has the last known addresses (including electronic
5 communication addresses), last known phone numbers and Social Security numbers in Riot’s relevant
6 databases, Riot will also furnish this information to the Claims Administrator. The list of the names and
7 addresses is the “Notice List.”

8 **D. Notice to Group/Class Members**

9 **1. Notice Packet**

10 Once the Court enters an Order granting Preliminary Approval of the Decree and Preliminary
11 Approval of the Class Settlement, every Group/Class Member on the Notice List will be provided with a
12 Notice Packet that contains the Notice and the Release approved by the Court.

13 The Notice will include, nonexclusively, information regarding the nature of the Actions, a
14 summary of the substance of the Decree’s terms, the Group/Class definition, each Group/Class
15 Member’s work weeks or months worked, the procedure for participating in the Government
16 Enforcement Action, opting out or objecting to the Class Settlement, as defined herein, and the date for
17 the Final Approval Hearing. The Notice will also advise Group/Class Members whose claims are
18 pending in arbitration or who have signed general releases with Riot during the Class Period of their
19 rights to relief described in Section III.C herein. The Notice will make clear to the Group/Class Members
20 who are solely participants in the Government Enforcement Actions (as set forth in Section IV.C) that
21 they will not have an opportunity to object or opt-out of the Private Class Action Settlement. The Notice
22 will also advise Group/Class Members of their right to discuss and/or disclose information about
23 unlawful acts in the workplace, including but not limited to harassment or discrimination.

24 Anyone incorrectly identified as female may notify the Claims Administrator. Any current or
25 former Riot employee or temporary contractor may contact the Claims Administrator to correct, confirm,
26 or otherwise provide information about their gender for purposes of participating in the Government
27 Enforcement Action or Class Action Settlement.

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2. Timing for Mailing

No later than twenty-eight (28) calendar days after the Order granting Preliminary Approval of the Decree and Preliminary Approval of the Class Settlement, and sooner if practicable, the Claims Administrator shall mail a Notice Packet to each Group/Class Member's last known physical address via first class mail with an addressed and stamped return envelope. The Claims Administrator shall also send a Notice Packet to each Group/Class Member by email to their last known electronic mail address. The Claims Administrator shall also set up a dedicated web portal for dissemination and receipt of information to and from Group/Class Members. Thirty (30) days after this initial mailing, a Reminder Postcard directing the Group/Class Members to the dedicated web portal shall be sent to each Group/Class Member.

3. Notice of Final Approval Hearing

No later than thirty (30) days after the Notice is mailed out, the Claims Administrator shall mail a notice to each Group/Class Member's last known physical address via first class mail of the date, time, and location of the Final Approval Hearing and the notice will inform each Group/Class Member that the deadline for filing objections to the Approval of Class Certification for Settlement Purposes and the Private Class Action Settlement must be filed with the court no later than sixty (60) days after notice is provided.

4. Undeliverable Notice Packets

The Claims Administrator shall trace through search databases all Group/Class Members for whom the mail, email or message was returned undelivered. All Group/Class Members who are thus located shall be sent a Notice Packet.

E. Final Approval

Within thirty (30) days following the mailing of the Notice Packet, the Parties shall move the Court for Final Entry and Judgment thereon of this Decree. Private Plaintiffs shall file with the Court a Motion for Order Granting Final Approval of the Class Action Settlement and Entering Judgment, which complies with applicable law governing class action settlements. The purpose of the Final Approval Hearing and the related notification provisions of the Decree is to provide all persons who may be affected by the terms of the Decree with notice and an opportunity to present objections to the class settlement prior

1 to Final Entry of the Decree. The Parties will not object to the Motion for Final Approval so long as said
2 Motion conforms to the Decree.

3 Except as provided in Section VI.B, the Parties agree and acknowledge that no monies provided
4 for in this Decree shall be paid out unless and until the Court enters Final Entry of the Decree and grants
5 Final Approval of the class action settlement.

6 **VIII. MONETARY RELIEF**

7 **A. Gross Settlement Amount**

8 In exchange for the releases set forth in Section IV, as well as the other promises herein, and in
9 addition to compliance with injunctive relief provisions and excluding Riot's employer payroll tax
10 obligations as discussed in Section VIII.E, Riot will pay \$100,000,000 as follows ("Gross Settlement
11 Amount"):

12 1. A minimum of \$80 million for the Group/Class Members and PAGA Allocation
13 defined below ("Settlement Fund").

14 2. \$5 to \$8.5 million for Agency Counsel's fees, the final amount to be determined by
15 the Court upon fee petition pursuant to Section X [Attorneys' Fees and Costs].

16 3. \$5 to 8.5 million for Plaintiffs' Counsel's fees, the final amount to be determined
17 by the Court upon fee petition pursuant to Section X [Attorneys' Fees and Costs].

18 4. \$3 million for claims administration costs and fees, and Plaintiffs' Counsel's and
19 Agency Counsel's costs upon petition and subject to approval by Judge the Court ("Costs Fund") pursuant
20 to Section X [Attorneys' Fees and Costs].

21 None of the above amounts will revert to Riot, unless preliminary approval or final approval of the
22 class settlement is denied with prejudice, or approval is vacated or appealed as permitted by law, at which
23 point Riot and Agency Counsel will stipulate to modify the Consent Decree as set forth in Section VI
24 [Modification and Severability]. The Agency Counsel Fees shall not revert to Riot and will be paid as set
25 forth in Section X [Attorneys' Fees and Costs]. If preliminary approval or final approval of the class
26 settlement is denied with prejudice, or approval is vacated or appealed as permitted by law, Plaintiffs'
27 Counsel's fees and a maximum of \$350,000 in Plaintiff's Counsel's costs will revert to Riot. The
28 remainder of the Costs Fund will not revert. Class Representative Gabriela Downie will not receive a

1 separate representative enhancement although her contributions to this litigation will be recognized by
2 virtue of her participation.

3 **B. PAGA Allocation**

4 Subject to the Court's approval, the Parties agree that \$4 million of the minimum \$80 million
5 Settlement Fund will be allocated to resolve the State of California's PAGA claims, including the PAGA
6 Representatives' PAGA claims brought on behalf of the State of California ("PAGA Allocation"). 75%
7 of the PAGA Allocation will be paid to the DLSE and 25% of the PAGA Allocation will be distributed to
8 Aggrieved Employees, regardless of whether they exclude themselves pursuant to Section IX. The latter
9 portion shall be specifically allocated to the Minimum Payments, to ensure that all Aggrieved Employees
10 receive a portion of the PAGA Allocation regardless of whether they exclude themselves pursuant to
11 Section IX.

12 **C. Settlement Payment Tax Documentation**

13 The portion allocated to wages for current or former employees shall be subject to all applicable
14 withholdings and reported on an IRS Form W-2 by the Claims Administrator. Settlement payments for
15 current or former temporary agency contractors shall be reported on an IRS Form 1099 by the Claims
16 Administrator. For individuals who were, at various times, both an employee and a temporary agency
17 contractor, the Claims Administrator will attempt to divide the "wages" portion of any settlement payment
18 to W-2 and 1099 proportional to the amount of time the applicable individual was an employee and a
19 temporary agency contractor, respectively. The portion treated as compensation for personal injuries,
20 interest, and penalties for current or former employees and temporary agency contractors shall be reported
21 on an IRS Form 1099, Box 3 (Other Income) by the Claims Administrator. After appropriate tax
22 withholding from each Group/Class Member's payment from the Settlement Fund, the Claims
23 Administrator will pay all such withheld funds to the appropriate state and federal taxing authorities. The
24 Claims Administrator shall provide each Group/Class Member with appropriate documentation setting
25 forth the amount of any tax or other deductions in accordance with state and federal tax requirements. The
26 Parties agree that the treatment of individual Group/Class Member settlement payments is consistent with
27 the substance of the Actions. The Parties agree to discuss potential modification of this taxation proposal
28 if further tax guidance provides for different allocation.

1 **D. Funding of Gross Settlement**

2 Riot shall provide the Gross Settlement Amount to the Claims Administrator within fifteen (15)
3 calendar days of the Court’s Final Entry of this Decree and granting final approval of the class settlement,
4 unless the Modification and Severability provisions herein in Section VI apply. The Gross Settlement
5 Amount shall be paid into an appropriate interest maximizing, Qualified Settlement Fund (“QSF”) created
6 and managed by the Claims Administrator. The Claim Administrator shall handle such monies pursuant
7 to the terms of this Decree.

8 **E. Tax Obligations**

9 **1. Employers’ Responsibility for Taxes**

10 As to the portion of Group/Class Members’ settlement proceeds that constitute wages, Riot will be
11 separately responsible for its share of any employer payroll taxes for Riot’s employees, including the
12 employer FICA, FUTA, and SUI contributions (if applicable), which shall not be paid from the Gross
13 Settlement Amount. Riot will not be responsible for any employer payroll taxes for any temporary agency
14 contractors and temporary agency contractors will be responsible for tax obligations for settlement
15 payments reported on an IRS Form 1099 by the Claims Administrator. Riot’s agreement to these terms is
16 not intended to indicate that Riot is or should have been the employer of any temporary agency contractor.

17 **2. Parties’ and Group/Class Members’ Responsibility for Taxes**

18 Each Group/Class Member will be solely responsible for their own tax obligations, other than the
19 tax withholdings made by the Claims Administrator from each Group/Class Members’ wage payments.
20 The Parties agree and understand that neither Party has made any representations regarding the tax
21 obligations or consequences, if any, related to this Decree. The Parties agree that except for the Claims
22 Administrator’s taxes and withholdings on wage payments, Riot, each Plaintiff, and each Group/Class
23 Member are solely responsible for determining the tax consequences of payments made pursuant to this
24 Decree and for paying taxes, if any, which are determined to be owed by each of them or on such payments
25 (including withholdings, penalties and interest related thereto) by any taxing authority, whether state,
26 local, federal, or foreign taxing authority. Riot will not be responsible for any Group/Class Member’s
27 taxes or treatment of the tax consequences (including withholdings, penalties and interest related thereto).

1 **3. Payment of Employer’s Share of Payroll Taxes**

2 The Claims Administrator will give Riot an estimate of the employer’s share of payroll taxes
3 within five (5) calendar days of sending out the Notice. Upon calculation of each Group/Class Member’s
4 estimated Monetary Relief, and within three (3) calendar days after Final Entry (if not sooner), the Claims
5 Administrator shall advise Riot of the amount of the employer’s share of payroll taxes. Riot will provide
6 the estimated amount of the employer’s share of payroll taxes to the Claims Administrator at the same
7 time that Riot provides the Gross Settlement Amount. To the extent there are any excess funds from the
8 Claims Administrator’s estimate of the employer’s share of taxes that ultimately are not needed to pay
9 such taxes, those funds shall be returned to Riot. Such return shall not be made until after complete
10 distribution of the Gross Settlement Amount.

11 **4. Settlement Impact on Employee Benefits**

12 Riot will not use the Monetary Relief for determination of eligibility for, or calculation of, any
13 employee benefits (e.g. vacations, holiday pay, retirement plans, etc.) of the Group/Class Members and
14 Riot will not modify the Group/Class Members’ previously credited hours of service or other eligibility
15 criteria under any employee pension benefit plan or employee welfare plan sponsored by Riot, unless
16 otherwise required by law. In addition, Group/Class Members may not contribute any portion of their
17 Monetary Relief to Riot’s 401(k) or other benefit plans if they exist.

18 **IX. SETTLEMENT FUND DISTRIBUTION**

19 **A. Minimum Monetary Relief from the Settlement Fund**

20 Each Group/Class Member who worked at Riot during the Class Period shall receive a minimum
21 payment of \$5,000, and each Group/Class Member who was placed as a temporary agency contractor at
22 Riot during the Class Period shall receive a minimum payment of \$2,500, whether or not they opt out of
23 the Private Class Action Settlement or fully participate in the Government Enforcement Actions
24 (“Minimum Payment”). The Minimum Payment will be treated for taxation purposes as 50% wages and
25 50% compensation for personal injuries, interest, and penalties.

26 **B. Additional Monetary Relief from the Settlement Fund**

27 After distribution of the Minimum Payment, the remainder of the Settlement Fund will be divided
28 and distributed to Group/Class Members as follows:

1 a. Additional Payment(s): Each Group/Class Member will receive payments as
2 follows:

3 (i) Group/Class Members who worked as employees for Riot will receive
4 payments as follows:

- 5 1. Commenced employment on or after January 1, 2019: \$15,000
- 6 2. Commenced employment on or after January 1, 2016 but prior to
7 January 1, 2019: \$25,000
- 8 3. Commenced employment prior to January 1, 2016: \$35,000

9 (ii) Group/Class Members who worked as temporary agency contractors for
10 Riot will receive payments as follows:

- 11 1. Placed at Riot on or after January 1, 2019: \$5,000
- 12 2. Placed at Riot on or after January 1, 2016 but prior to January 1,
13 2019: \$7,500
- 14 3. Placed at Riot prior to January 1, 2016: \$10,000

15 If a Group/Class Member who participates in the settlement was both a Riot employee and
16 temporary agency contractor during the Class Period, the Group/Class Member will receive the greater
17 amount allocated to employees hired at the same time that the temporary agency contractor began work at
18 Riot and not the amount allocated to temporary agency contractors. If a Group/Class Member was
19 re-hired at any point during the Class Period, the Group/Class Member will receive the highest payment
20 option available in IX.B.a.i. based on combined tenure.

21 These payments to each Group/Class Member will be considered the “Additional Payment(s).”
22 The Additional Payments will be treated for taxation purposes as 50% wages and 50% compensation for
23 personal injury, interest and penalties.

24 b. Pre-Acquisition Payment: In addition to the Additional Payment(s), each
25 Group/Class Member who was a Riot employee in 2015 or earlier and who participates in the settlement
26 will receive an additional payment of \$40,000 (“Pre-Acquisition Payment”). This Pre-Acquisition
27 Payment will be treated for taxation purposes as wages.

1 c. Tenure Payment: After allocating the Minimum Payments, the Additional
2 Payment(s), the Pre-Acquisition Payment, and the distribution to the DLSE for the PAGA Allocation, the
3 remainder of the Settlement Fund will be divided into the “Tenure Fund.” Group/Class Members who
4 participate in the settlement will be eligible to receive a payment from the Tenure Fund as follows:

5 (i) Group/Class Members who were employees of Riot will receive 1 point for
6 each month worked as an employee during the Class Period;

7 (ii) Group/Class Members who worked as temporary agency contractors for
8 Riot will receive .5 point for each month worked for Riot during the Class Period.

9 The Claims Administrator will calculate the total number of points assigned to all Group/Class
10 Members and divide the Tenure Fund by the total number of points to reach a Tenure Fund Share Value.
11 Each Group/Class Member who does not opt out of the Class Action Settlement or fully participates in the
12 Government Enforcement Actions will receive a payment equivalent to the Group/Class Member’s total
13 number of points multiplied by the Tenure Fund Share Value (the “Tenure Payment”). The Tenure
14 Payment will be treated for taxation purposes as 50% wages and 50% compensation for personal injury,
15 interest and penalties.

16 d. General Release Group/Class Members: Group/Class Members who signed a
17 general release prior to the date of filing of this Decree will receive the Minimum Payment, and may also
18 receive additional amounts from the Settlement Fund, as follows:

19 (i) Group/Class Members who signed a general release are entitled to
20 participate in the Government Enforcement Actions, and the Notice will inform them that they do not have
21 to exclude themselves from the settlement. The Parties agree that any payment made pursuant to this
22 Section is not intended to be an indication about the enforceability of Riot’s general releases. The Claims
23 Administrator will account for Group/Class Members who, as part of a settlement or severance agreement,
24 signed general releases during the Class Period when calculating the Additional Payment(s), the
25 Pre-Acquisition Payment, and the Tenure Payment owed to Group/Class Members.

26 1. If the sum total of a Group/Class Member’s Calculated Share
27 exceeds the value of the payment the Group/Class Member received in exchange for the general release,
28

1 the Group/Class Member will receive a check, subject to appropriate tax withholdings, for the value of
2 that difference in addition to the Minimum Payment.

3 2. If the sum total of a Group/Class Member's Calculated Share does
4 not exceed the value of the payment received in exchange for the general release, the Group/Class
5 Member will only receive the Minimum Payment.

6 3. The resulting calculation after accounting for the payment received
7 in exchange for the general release shall be known as the "Offset Payment."

8 e. Group/Class Members Who Opt Out: To the extent any Group/Class Member
9 decides to opt out of the Private Class Action Settlement and also decides to not fully participate in the
10 Government Enforcement Actions, the sum total of the Group/Class Member's Additional Payment,
11 Pre-Acquisition Payment (if applicable), and Tenure Payment will instead be allocated to the cy pres
12 organizations designated in Section IX.H in exchange for the settlement of the Government Enforcement
13 Actions on her behalf. A cy pres payment cannot form the basis for any offset in future litigation by a
14 Group/Class Member who has opted out of the Private Class Action Settlement and not fully participated
15 in the Government Action.

16 **C. Preliminary Calculations of Minimum Payments, Additional Payments,
17 Pre-Acquisition Payments and Tenure Payments**

18 No later than twenty-one (21) calendar days after the Order Granting Preliminary Approval of the
19 Decree, the Claims Administrator shall furnish to counsel for the Parties, in computer-readable format, its
20 preliminary calculations of the Minimum Payments, the Additional Payment(s), the Pre-Acquisition
21 Payment and Tenure Payment to be paid to Group/Class Members. In addition, the Claims Administrator
22 shall furnish to counsel for the Parties with information supporting the calculation of each Group/Class
23 Member. Counsel for the Parties can present any corrections or objections within two (2) days of receipt
24 of the calculations. The Claims Administrator shall make appropriate corrections and present them to
25 counsel for the Parties for approval within five (5) days. The Parties will work together to comply with the
26 Medicare Secondary Payer Act concerns.
27
28

1 **D. Group/Class Member Disputes of Tenure Payment**

2 If a Group/Class Member disagrees with the tenure calculations included in the mailed Notice
3 Packet, the Group/Class Member must complete and send a notice of dispute to the Claims Administrator,
4 together with any supporting written documentation. Such documentation may consist of official records,
5 pay stubs, weekly schedules or personal logs. To be considered, the notice of dispute and supporting
6 written documentation must be received by the Claims Administrator no later than twenty-five (25)
7 calendar days after the postmark date of the Reminder Postcard. The Claims Administrator shall
8 immediately notify counsel for all Parties of any such disputes by sharing with all counsel the notice of
9 dispute and any documentation submitted by a Group/Class Member in support of the dispute. The
10 Claims Administrator shall make the final determination regarding the dispute based on the written
11 documentation submitted by the Group/Class Member and any materials submitted by counsel for all
12 Parties within five (5) business days of receipt of the notice of dispute and supporting written
13 documentation, and no later than prior to the Final Approval Hearing. The Claims Administrator shall
14 inform counsel for all Parties and the Group/Class Member of the final determination.

15 **E. Objections to and Exclusions from Settlement Fund**

16 Group/Class Members who are eligible to opt out of the Private Class Action Settlement pursuant
17 to this Decree may object to the proposed Class Certification for Settlement Purposes and the Private
18 Class Action Settlement or opt-out of the Private Class Action Settlement. Group/Class Members may not
19 object to or opt-out of the Injunctive Relief provisions of this Decree. Group/Class Members who opt out
20 will not have the opportunity to object to the Private Class Action Settlement and will be explicitly
21 informed as such in the Notice and in any opt out statement.

22 **1. Objections**

23 Group/Class Members objecting to the terms of proposed Approval of Class Certification for
24 Settlement Purposes and the Private Class Action Settlement must do so in writing sixty (60) days after
25 Notice is mailed, although the Court may entertain belated objections at the Court’s discretion. The
26 written objection must be sent to the Claims Administrator on or before the date specified in the
27 Preliminary Approval Order. The Claims Administrator will record the date of receipt of the objection
28 and forward it to Riot, Agency Counsel, and Plaintiffs’ Counsel within two (2) business days following

1 receipt. The Claims Administrator will also file the original objections with the Clerk of the Court no later
2 than ten (10) days prior to the scheduled Final Approval Hearing date and provide a report to the Court and
3 all counsel containing the identity of all objectors. The Claims Administrator shall retain copies of all
4 written objections until such time as it has completed its duties and responsibilities under this Decree.
5 Group/Class Members who wish to opt-out of the Private Class Action Settlement may not object to the
6 Class Certification for Settlement Purposes and Private Class Action Settlement Approval. The Parties
7 may file a response to any objections up to ten (10) days prior to the date of the Final Approval Hearing.

8 2. **Exclusions**

9 Group/Class Members may exclude themselves, or opt-out, of the Private Class Action Settlement.
10 Any request for exclusion must be in the form of a written “Opt-out” statement sent to the Claims
11 Administrator. Information on how to opt-out of the Private Class Action Settlement shall be made
12 available by the Claims Administrator. If a Group/Class member opts-out of the Private Class Action
13 Settlement, the Group/Class Member will be unable to fully participate in the Government Action unless
14 they confirm otherwise to the Claims Administrator as discussed in Section IV.C and below. A person
15 wishing to opt-out must sign a statement which includes the following language:

16 I understand that I am requesting to be excluded from the Private Class
17 Action Settlement. I understand that I will not receive any monetary relief
18 beyond the Minimum Payment. I understand that I may bring a separate
19 legal action seeking individual damages, penalties, or other relief, but may
20 receive nothing or less than what I would have received by fully
21 participating in this settlement. I understand that Riot may claim an offset
22 for any payments received by me in this settlement against any later award
23 of individual relief I may receive. I understand that by opting out, I may
24 still be required to administratively exhaust any claim that I may bring. I
25 also understand that the State of California brought Government
26 Enforcement Actions on my behalf and on behalf of other female workers
27 against Riot. I understand that I will receive the Minimum Payment and the
28 benefit of the injunctive relief as a result of the Government Enforcement
29 Actions, whether or not I participate in the Private Class Action. I
30 understand that the Claims Administrator will be following up with me to
31 confirm whether or not I want to fully participate in the Government
32 Enforcement Actions. I understand that if I do not fully participate in the
33 Government Enforcement Actions, I will only receive the Minimum
34 Payment, and any remaining monetary relief I am entitled to will be
35 allocated to a cy pres fund, which cannot be used as an offset against my
36 recovery in any future action I may bring.

37 A Class Member submitting an Opt-out statement shall sign and date the statement and deliver it to
38 the Claims Administrator at least thirty (30) days prior to the scheduled Final Approval Hearing, as

1 specified in the Preliminary Approval Order. The Claims Administrator shall date stamp the original of
2 any Opt-out statement and serve copies on Riot, Agency Counsel, and Plaintiffs' Counsel within two (2)
3 business days of receipt of such statement. The Claims Administrator will also file the original Opt-out
4 statements with the Clerk of the Court no later than ten (10) days prior to the scheduled Final Approval
5 Hearing date and provide a report to the Court and all counsel containing the identity of all Group/Class
6 Members that have requested to be excluded from the Private Class Action Settlement. The Claims
7 Administrator shall retain copies of all Opt-out statements until such time as it has completed its duties
8 and responsibilities under this Decree.

9 The Claims Administrator will also reach out to the Group/Class Member submitting the Opt-out
10 statement to confirm whether or not the Group/Class Member wants to forgo fully participating in the
11 Government Enforcement Actions. If the Group/Class Member does forgo full participation, the
12 Group/Class Member's remaining share of Monetary Relief will be allocated to the cy pres organizations
13 set forth in Section IX.H. This confirmation can be obtained through email, or written confirmation. If the
14 Group/Class Member confirms that she does want to fully participate in the Government Enforcement
15 Actions, the Claims Administrator will provide her with information about her rights to obtain relief
16 through this Decree, including the information set forth in Section III.C (if applicable). A lack of a
17 response to a written communication from the Claims Administrator shall also be deemed as confirmation
18 that the Class Member is foregoing fully participating in the Government Enforcement Action.

19 **3. Rescission of Class Member Opt-outs**

20 Riot and Private Plaintiffs recognize that some Class Members who initially submit Opt-out forms
21 seeking exclusion may, upon further reflection, wish to withdraw or rescind such Opt-out statements. Riot
22 and Private Plaintiffs agree that Class Members shall be permitted to withdraw or rescind their Opt-out
23 statements by submitting a "Rescission of Opt-out" statement to the Claims Administrator. The
24 Rescission of Opt-out statement shall include the following language:

25 I previously submitted an Opt-out statement seeking exclusion from the
26 private class action settlement. I have reconsidered and wish to withdraw
27 my Opt-out statement. I understand that by rescinding my Opt-out I will be
28 eligible to receive an additional payment from the settlement fund and may
not bring a separate legal action against Riot seeking damages.

1 A Class Member submitting such a rescission statement shall sign and date the statement and cause
2 it to be delivered to the Claims Administrator no later than fifteen (15) calendar days before the Final
3 Approval Hearing.

4 The Claims Administrator shall stamp the date received on the original of any Rescission of
5 Opt-out statement and serve copies to Riot, Agency Counsel, and Plaintiffs' Counsel no later than (2) days
6 after receipt thereof and shall file the date-stamped originals with the Clerk of the Court no later than ten
7 (10) business days prior to the date of the Final Approval Hearing and provide a report to the Court and all
8 counsel containing the identity of all Group/Class Members that have requested to rescind their request to
9 be excluded from the Private Class Action Settlement. The Claims Administrator shall retain copies of all
10 Rescissions of Opt-out statements until such time as the Claims Administrator is relieved of its duties and
11 responsibilities under this Decree.

12 4. Right to Withdraw from Class Action Settlement

13 If the number of individuals who opt out of the Private Class Action Settlement in the manner
14 provided in this Settlement exceeds ten percent (10%) of the Group/Class Size, then Riot, at its sole option,
15 shall have the right to void the Private Class Action Settlement no later than three (3) business days prior
16 to the Final Approval Hearing. Section IX.E.4 will not apply to any one who is not a part of the Private
17 Class Action Settlement because Riot required them to exclude themselves in exchange for a separation or
18 severance agreement. If Riot exercises this option, Riot's obligations to resolve the Government
19 Enforcement Actions through the Consent Decree shall not cease. In such event, the Modification of the
20 Decree applies, pursuant to Section VI.

21 5. Final Payment

22 No later than twenty-one (21) days after the Effective Date, the Claims Administrator shall begin
23 mailing via certified mail, return receipt requested, checks for payment to Group/Class Members. Any
24 checks issued by the Claims Administrator to Group/Class Members shall expire one hundred and twenty
25 (120) calendar days from issuance. In the event a settlement check payable to a Group/Class Member
26 expires, that individual shall have the right to submit a request to the Settlement Administrator for
27 reissuance of the check if funds remain available. Group/Members who sign, deposit and/or cash their
28

1 settlement checks fully participate in the Government Enforcement Actions, even if they opt out of the
2 Private Class Action Settlement. The Notice will provide this information to Group/Class Members.

3 **F. Returned or Non-Cashed Checks**

4 The Claims Administrator will contact any Group/Class Members whose check is returned or not
5 cashed within ninety (90) days to verify the correct address for receipt of the check.

6 **G. Distribution of Unclaimed Portion of Group/Class Member Payment**

7 All unclaimed funds, including shares of Group/Class Members who could not be located, checks
8 not cashed within the time limit, or undistributed accrued interest, shall be distributed on a pro rata basis to
9 Group/Class Members who cashed their settlement checks (“Redistribution”). The Claims Administrator
10 shall make at least three (3) Redistributions until no more than \$2,500,000 remains in the Settlement Fund.

11 **H. Cy Pres**

12 If after Redistributions, the remaining sum is \$2,500,000 or less, the remaining sum shall be
13 donated in equal parts to the non-profit organizations Women in Games
14 (<https://www.womeningames.org/>), National Center for Women & Information Technology, and
15 Rewriting the Code. The Parties agree these organizations have a nexus to the basis for the litigation. . To
16 the extent any designated cy pres organization does not meet these requirements, the Parties will promptly
17 notify the Court and present an alternative proposal.

18 **I. Report by Claims Administrator**

19 Within ten (10) calendar days after final disbursement of all funds from the Settlement Fund, the
20 Claims Administrator will provide counsel for all Parties and file with the Court a declaration providing a
21 final report on the disbursements of all funds from the Settlement Fund.

22 **X. ATTORNEY FEES AND COSTS**

23 **A. Attorneys’ Fees and Costs Petitions**

24 Agency Counsel and Plaintiffs’ Counsel shall file separate fee petitions for approval by the Court,
25 which shall be filed contemporaneously with the Parties’ request for Final Approval of the Consent
26 Decree pursuant to Section VII.E. The Parties will not contest Agency Counsel or Plaintiffs’ Counsel Fee
27 and Cost requests so long as they conform to this Decree. The Claims Administrator will pay the amount
28 approved by the Court out of the Gross Settlement Amount twenty-five (25) days after the Court’s order.

1 **1. Agency Counsel’s Fees**

2 Agency Counsel shall petition the Court for fees between \$5,000,000 to \$8,500,000, the final
3 amount to be determined by the Court upon fee petition (“Agency Counsel’s Fees”). To the extent an
4 amount less than \$8,500,000 is awarded, the Claims Administrator will allocate the remaining amount to
5 the Settlement Fund.

6 **2. Plaintiffs’ Counsel’s Fees**

7 Plaintiffs’ Counsel shall petition the Court for fees between \$5,000,000 to \$8,500,000, the final
8 amount to be determined by the Court upon fee petition (“Plaintiffs’ Counsel’s Fees”). To the extent an
9 amount less than \$8,500,000 is awarded, the Claims Administrator will allocate the remaining amount to
10 the Settlement Fund. Plaintiffs’ Counsel shall have right to structure their fees.

11 **3. Costs Fund**

12 Agency Counsel and Plaintiffs’ Counsel will separately seek payment of costs already incurred
13 from the Costs Fund, subject to the Court’s approval, that does not exceed \$350,000 each. Should the
14 Court award less than \$700,000, the Claims Administrator will allocate the difference between the amount
15 awarded and \$700,000 to the Settlement Fund. The remaining Cost Fund of \$2,300,000 shall be allocated
16 towards the settlement and/or Consent Decree administration only and any future costs and expenses
17 incurred in the administration of the settlement and/or Consent Decree. To the extent that less than
18 \$2,300,000 is incurred in settlement administration, then the remaining amount shall be allocated to the
19 Settlement Fund.

20 **B. Attorneys’ Fees for Decree Approval and Implementation**

21 Except as provided in this Decree, Riot will not be responsible for any additional attorneys’ fees or
22 costs except as reasonably necessary if Riot fails to comply with the Court Approved Decree and Agency
23 Counsel and/or Plaintiffs’ Counsel is required to seek enforcement of the Decree and as pursuant to
24 procedures set forth below:

25 **C. Former Private Counsel Lien**

26 Should the Court award Rosen Saba LLP any fees or costs pursuant to Rosen Saba’s lien on
27 Private Plaintiffs’ putative class action, Plaintiffs’ Counsel and Riot will contribute in equal proportion to
28 any fees or costs awarded by the Court to Rosen Saba, with Riot’s maximum payment being \$600,000 to

1 satisfy said lien. Plaintiffs' Counsel's contribution will be paid via a reduction on a pro rata basis from the
2 \$5 million to \$8.5 million attorneys' fees allocation available to Plaintiffs' Counsel. All parties will
3 reserve the right to contest Rosen Saba LLP's request for payment. In the event that an appeal is taken by
4 Rosen Saba solely relating to Rosen Saba's claim for attorneys' fees and/or costs, this Decree will only be
5 modified such that the amount of attorneys' fees and/or costs requested by Rosen Saba will not be
6 distributed until the appeal is resolved.

7 **XI. INJUNCTIVE AND PROGRAMMATIC RELIEF**

8 **A. Injunctive Relief Reserve**

9 Within thirty (30) days of Final Entry, Riot will shall establish a \$6,000,000 cash reserve for each
10 of the three years of the Decree. This cash reserve will be used to address any Injunctive Relief set forth in
11 this Consent Decree, except that Riot will separately retain and pay for a third-party independent expert
12 and a monitor as set forth in Sections XI.B.1 and XI.B.2 below. To the extent this cash reserve is not fully
13 used during each term of this Decree for the purposes of effectuating Injunctive Relief set forth in this
14 Section XI, the reserve can be applied to funding for diversity, equity, and inclusion staff and programs at
15 Riot.

16 **B. Expert Analyses**

17 Within thirty (30) days of Final Entry, Riot shall retain and pay for a third-party independent
18 expert, reputable and qualified, with expertise in the field and industry (jointly selected and finally
19 approved by DFEH, approval of which will not be arbitrarily withheld) to perform the analyses set forth
20 in Section XI and make recommendations regarding Riot's female employees in California. The expert
21 will provide the proposed methodology for the analyses to Riot and DFEH who shall provide feedback on
22 the model, factors, and data considered by the expert to perform the analyses. Riot and DFEH will be
23 permitted to weigh in on each other's feedback and provide explanations as to what feedback should or
24 should not be incorporated, which the expert will evaluate. Any adjustment or failure to make an
25 adjustment is in no way an admission that Riot's prior pay equity studies were erroneous or flawed or that
26 Riot has any liability to any employee regarding pay or promotion. The Parties expressly acknowledge
27 that experts can differ in approach and, in no way does any recommendation by the expert render any
28

1 prior pay equity studies or analyses irrelevant or unsupported. The third-party independent expert will
2 not have conducted any of Riot's prior pay equity studies.

3 **1. Pay/ Promotion/ Assignment Analysis:**

4 a. The third-party independent expert will conduct sex/gender equity analysis
5 of total compensation (including salaries and equity compensation), assignment, and promotion outcomes
6 for employees in Riot's California offices in each of the three years of the term of this Decree. Such
7 analyses will evaluate the correlation between sex/gender and total compensation, base pay, short- and
8 long-term incentive compensation, starting pay, and equity awards.

9 b. The third-party independent expert will also analyze whether there are any
10 sex/gender disparities in initial job and level assignments and promotions.

11 c. If the analyses reveal disparities against female employees that cannot be
12 explained by bona fide legitimate factors, Riot will remedy disparities through pay adjustments, as well as
13 job, level, and opportunity re-assignments and promotions during Riot's next promotion or compensation
14 cycle.

15 **2. Hiring Adverse Impact Analysis:**

16 The third-party independent expert will analyze whether there is any potential adverse impact
17 within the various steps of Riot's hiring processes for applicants in Riot's California offices, in accordance
18 with the Fair Employment and Housing Act and non-discrimination law, for each of the three years of the
19 term of this Decree;

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

23 **C. Pay Transparency**

24 a. Riot shall not prohibit employees from discussing employee compensation,
25 disclosing their own wages, discussing the wages of others, or inquiring about another employee's wages.
26 Nothing herein prevents Riot from instructing those employees who are privy to others' wages by virtue of
27 their positions at Riot (such as those individuals who work with payroll, compensation, benefits, etc.) that
28

1 they may not disclose the wages of other employees except as consistent with business needs or with the
2 employees' consent for legitimate business purposes.

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

6 c. Riot shall not rely on prior pay (including outstanding equity awards) or salary
7 history to set starting compensation or level. An applicant may voluntarily disclose salary history
8 information consistent with California law, and Riot will record such voluntary disclosure if such
9 disclosure falls within Labor Code sections 432.3(h) or 1197.5.

10 **D. Employee Hiring**

11 a. Riot shall limit subjectivity and implicit bias in the employment decision-making
12 and selection processes, including but not limited to, by:

13 (i) including underrepresented communities in recruitment efforts for qualified
14 candidates;

15 (ii) using objective qualifications and criteria to identify, select and/or
16 eliminate from consideration any person at each step of the hiring and promotion processes (i.e.,
17 application screen, interview, post-offer screen, etc.);

18 (iii) implementing a written policy that requires inviting at least one person who
19 is a woman or from an underrepresented community to serve on each selection panel;

20 (iv) assigning roles and levels in an equitable manner consistent with a
21 candidate's applicable experience and education; and

22 (v) working in good faith with the Monitor to ensure that applicant records are
23 tracked, and recruitment sources and dispositions are recorded in the hiring process.

24 **E. Temporary Agency Contractor Recruitment/Selection/ Hiring Opportunities**

25 a. Group/Class Members who worked or work as temporary agency contractors will
26 have an opportunity through the notice process to express interest in employment at Riot. Riot will send to
27 those Group/Class Members an explanation on how to apply for available positions. Those Group/Class
28 Members who apply will be interviewed if they meet Riot's job requirements for the specific role to which

1 they apply. Group/Class Members who meet the aforementioned requirements and successfully complete
2 the interview process will receive offers of employment. This Section shall be in effect until forty (40)
3 Group/Class Members are hired in the Engineer, Quality Assurance, or Art Design roles or until the list of
4 Group/Class Members who were temporary agency contractors who express an interest in employment is
5 exhausted, whichever occurs first.

6 b. Temporary agency contractors will also be provided access to Riot's internal job
7 board during the term of the Decree.

8 c. Nothing in this Decree shall require Riot to hire any specific temporary agency
9 contractor as an employee if they are not qualified for the specific role. Riot acknowledges that DFEH has
10 a legal obligation to monitor compliance with the Decree, and will not impede DFEH's efforts to ensure
11 compliance with this or any other provision in the Decree through the monitor.

12 **F. Ongoing Monitor**

13 Within thirty (30) days of Final Entry, Riot shall hire and pay for an independent monitor
14 ("Monitor", jointly selected with and finally approved by DFEH, approval of which will not be arbitrarily
15 withheld) with expertise in the field and the industry to audit compliance with workplace laws and
16 protections against sexual harassment, retaliation, and discrimination (including record-keeping
17 responsibilities) and to advise on sexual harassment, retaliation, and discrimination policy and procedure
18 improvements, including reviewing complaint investigation policies and processes, and outcomes or
19 results following Final Entry.

20 1. Policy and Procedure Improvements. The Monitor will review Riot's sexual
21 harassment, retaliation, and discrimination policy, complaint investigation policies and processes, and
22 will be given access to Riot's investigations during the period of the Decree to assess whether any
23 current policies and practices improvements shall be recommended. The disclosure of Riot's
24 investigation materials to the Monitor shall not be considered a waiver of Riot's ability to assert any
25 applicable privilege, including attorney work product, or attorney-client communication. The Monitor
26 will not provide DFEH with individual investigation information or reports and will only provide
27 anonymized information.

1 2. Audit Report. At the conclusion of each annual audit, the Monitor will provide a
2 written report (“Audit Report”) to Riot and DFEH regarding Riot’s compliance with those provisions of
3 the Decree subject to the audit, as set out in Section XI. Each Audit Report shall provide: (a) the scope
4 of the audit; (b) a detailed list of the data collected and interviews conducted, if any, in the course of the
5 audit; (c) any difficulties with conducting the audit; (d) an itemized assessment as to whether Riot is
6 complying with those provisions of the Decree subject to the audit; (e) what data the Monitor relied upon
7 in reaching this assessment, and what data contradicts this assessment, if any; and (f) the Monitor’s
8 recommendations for further remediation if he or she determines that compliance is deficient. Nothing
9 in this Audit Report or this Monitor Process shall be considered a waiver of Riot’s ability to assert any
10 applicable privilege, including but not limited to those based on attorney work product, or
11 attorney-client communication. Riot will provide a confirmation statement to Class Counsel on an
12 annual basis that Riot has participated in the Audit Report process. If DFEH intends to raise a dispute
13 based on the Monitor’s Audit Report, DFEH will give Private Plaintiffs notice.

14 3. Access. Riot shall provide the Monitor with reasonable access, as needed, to all
15 Riot staff, facilities, and documents that are relevant to evaluate compliance with Section XI. Riot shall
16 direct all employees to cooperate fully with the Monitor. Riot will request that its contractors cooperate
17 fully with the Monitor. All non-public information obtained by the Monitor shall be maintained in a
18 confidential manner, and all information obtained by the Monitor shall be used only for the purposes of
19 implementing this Decree.

20 4. Communications. The Monitor may have ex parte communications at any time
21 with the Parties, including counsel for the Parties, and employees, agents, contractors, and all others
22 working for or on behalf of the Parties. The Monitor may also speak with anyone else the Monitor
23 deems necessary for accomplishing its duties under this Decree.

24 **G. Compliance with Law**

25 Riot shall comply with federal and state laws regarding discrimination, harassment, and retaliation.
26 Riot will also require all future Temporary Staffing Agencies to warrant that they have anti-harassment,
27 anti-discrimination, and anti-retaliation programs, and recordkeeping policies that are compliant with
28 federal, state, and local law.

1 **H. Record Keeping.**

2 1. Riot shall comply with all California state and federal record-keeping laws.

3 2. Riot will maintain the following:

4 a. employee personnel records for a period of not less than three years after
5 termination of employment (Lab. Code, § 1198.5);

6 b. any and all applications, personnel, membership, or employment referral
7 records and files for a minimum period of four years after the records and files are initially created or
8 received, or for employers to fail to retain personnel files of applicants or terminated employees for a
9 minimum period of four years after the date of the employment action taken (Gov. Code, § 12946, as
10 amended by Senate Bill No. 807; Cal. Code Regs. tit. 2, § 11013 [among other things, requiring
11 employers to maintain data regarding the race, sex, and national origin of each applicant, to the extent
12 such information is provided before hire, and the job for which he or she applied].)

13 3. Riot shall create and maintain a centralized database of all California employee
14 and temporary agency contractor complaints made to Riot managers, Rioter Relations, Human Resources
15 Business Partners, and anonymous reporting hotline after the Effective Date regarding sex/gender
16 discrimination, harassment, retaliation, and equal pay, and will preserve documentation of such
17 complaints (including results of investigation) for at least four (4) years.

18 4. With respect to temporary agency contractors, during the term of the Consent
19 Decree, on a going forward basis, Riot will maintain information regarding the amount being paid for
20 each temporary agency contractor in California on an individual basis, and the role for which the
21 temporary agency contractor is being placed at Riot. Nothing within this provision is intended to be an
22 admission or indication that a joint employer relationship exists between Riot and any temporary agency
23 contractor or any Temporary Staffing Agency.

24 5. With respect to applicants, Riot will track whether the applicant was referred by a
25 Riot employee or sourced by some recruiting effort, the extent to which an applicant progressed through
26 the application process, the role and level the applicant applied to, the role and level the applicant was
27 offered (if any), and the race, sex, and national origin of each applicant (if provided).

28 6. A material violation of these requirements will be a violation of the Decree.

1 **I. No Retaliation.**

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

6 **J. Release Agreements.**

7 Riot agrees that any future agreement related to an employee’s separation from employment in
8 California will not contain any provision that prohibits the disclosure of information about unlawful acts
9 in the workplace. All future agreements related to an employee’s separation from employment in
10 California will include the following language: “Nothing in this agreement prevents you from discussing
11 or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or
12 any other conduct that you have reason to believe is unlawful.” Riot will also notify employees in Riot’s
13 personnel policies that nothing prevents employees from discussing or disclosing information about
14 unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the
15 employee may have reason to believe is unlawful. In addition, Riot will provide notice to all prior and
16 current Group/Class Members of their ability to discuss unlawful acts in the workplace as set forth in the
17 proposed Notice in Section VII.

18 **XII. IMPLEMENTATION AND ENFORCEMENT**

19 **A. Enforcing Parties.**

20 The Private Plaintiffs, DFEH, the DLSE, and/or Riot may apply to the Court for such further
21 orders as may be necessary for, or consistent with, the enforcement of this Decree.

22 **B. Disputes.**

23 1. If a dispute arises with respect to DFEH’s, DLSE’s, Private Plaintiffs’, or Riot’s
24 compliance with, interpretation of, or implementation of, the terms of this Decree, a good faith effort
25 shall be made by the Parties to the dispute to resolve such differences promptly in accordance with the
26 following procedure.

27 2. If DFEH, DLSE, Private Plaintiffs, or Riot believes a dispute must be resolved, it
28 shall promptly notify the other Parties in writing of the issue together with relevant facts and analysis.

1 The Party against whom the complaint is issued shall be given a reasonable period of time (not to exceed
2 thirty (30) days and providing a minimum of fifteen (15) days) to provide a response. Within a
3 reasonable time thereafter (not to exceed fifteen (15) days), the Parties to the dispute shall meet and
4 confer by telephone and attempt to resolve the issue informally. If DFEH, DLSE, Private Plaintiffs, or
5 Riot believes after meeting and conferring in good faith that resolution cannot be achieved, it shall
6 promptly notify the other Parties in writing and shall specify its final position with regard to the dispute.
7 Thereafter, any of these Parties may pursue the issue with the Court.

8 3. Nothing in this procedure shall prevent DFEH, DLSE, Private Plaintiffs, or Riot
9 from promptly bringing an issue before the Court when, in the moving Party's good faith view, the facts
10 and circumstances require immediate court attention. The moving Party's papers shall explain the facts
11 and circumstances that necessitate immediate court action. Should the Court deny the moving Party's
12 request for relief pursuant to this paragraph, the non-moving Party may recover costs and fees associated
13 with responding to the moving party, if the court finds the motion was frivolous, unreasonable, or
14 groundless when brought, or that the moving party continued to litigate after it clearly became so.

15 **XIII. NOTICES**

16 Any notice to the Parties permitted or required under this Decree shall be sent as follows:

17 **A. DFEH**

18 Department of Fair Employment and Housing, Legal Division
19 c/o Alexis McKenna, Antonio Lawson
20 555 12th Street, Suite 2050
Oakland, CA 94607

21 **B. DLSE**

22 Division of Labor Standards Enforcement, Department of Industrial Relations
23 c/o David Balter
24 455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

25 **C. Private Counsel**

26 Genie Harrison Law Firm, APC
27 c/o Genie Harrison
28 523 W. 6th Street, Suite 707
Los Angeles, CA 90014

1 JML Law, APLC
2 c/o Nicholas Sarris
3 5855 Topanga Canyon Blvd, Suite 300
4 Woodland Hills, CA 91367

5 **D. Riot**

6 Gibson, Dunn & Crutcher LLP
7 c/o Catherine A. Conway, Katherine V.A. Smith
8 333 S. Grand Ave, Ste 4600
9 Los Angeles, CA 90071

10 **XIV. MISCELLANEOUS TERMS**

11 **A. No Admissions**

12 The Consent Decree and the Private Settlement do not constitute admissions by
13 Plaintiff-Intervenors or Private Plaintiffs that their claims lacked merit. Likewise, Riot denies each and all
14 of the claims alleged in the Actions. In addition, Riot contends that they have complied with their
15 obligations under applicable law. Neither this Decree, nor any document referred to or contemplated
16 therein, nor any action taken to carry out this Decree, is, may be construed as, or may be used as an
17 admission, concession, or indication by or against Riot of any fault, wrongdoing or liability whatsoever.
18 This Decree and the fact that Plaintiff-Intervenors, Private Plaintiffs, and Riot were willing to settle the
19 Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than
20 solely in connection with the Decree).

21 **B. Confidentiality**

22 The terms of this Decree shall remain confidential until they are presented to the Court in
23 connection with the filing of the Decree and Motion for Preliminary Approval.

24 **C. Pending Motions**

25 There are two motions relating to sealing confidentially-designated records that are pending in this
26 Court: a motion to seal filed by Riot on September 17, 2021, and a motion to uphold confidentiality
27 designations filed by Riot on October 21, 2021. There is also an appeal relating to sealing pending in the
28 Court of Appeal (No. B313724); Riot appealed from an order issued by this Court on June 14, 2021, and
from another order issued by this Court on June 29, 2021.

While the Parties maintain their respective positions as to the right of public access to court records,
they nonetheless acknowledge that the Decree is intended to resolve the parties' disputes and put an end to

1 any ongoing litigation. Accordingly, Riot and/or Private Plaintiffs may request the Court to order the
2 information that is the subject of Riot's pending motions and appeal to remain sealed, so that Riot may
3 dismiss its currently pending appeal. In the event that the Court declines, the Parties reserve their rights to
4 litigate the questions presented in those motions and in that appeal.

5 **D. Documents Provided in the Actions**

6 The Parties acknowledge that they are bound by the Stipulated Protective Order entered by the
7 Court on August 2, 2021, and that the Parties shall abide by its terms regarding the destruction of materials
8 provided in formal and informal discovery, including mediation discovery, in the Actions. Nothing in this
9 Section relieves the Parties of their obligations to maintain documents, information, and/or data consistent
10 with the Decree or as required by any other pending action.

11 **E. Documents Provided or Created for Purposes of this Decree**

12 All documents required to be created or maintained by the express terms of the Decree, and all
13 documents that are provided to the Monitor or any Party under the terms of the Decree, and Monitor's
14 Audit Reports and other records, are and shall be treated as confidential, consistent with law and the
15 Stipulated Protective Order entered by the Court on August 2, 2021. Neither the Monitor nor any Party
16 shall divulge any such documents to any third party unless so ordered by the Court after notice to the
17 producing individual(s) and an opportunity for the producing party to object to such disclosure and be
18 heard. Upon expiration of this Decree, the Monitor and all Parties shall promptly return to the producing
19 individual(s) or destroy any and all documents furnished under this Decree. This provision shall not
20 prevent a party from filing otherwise confidential documents with the Court, provided that, either: (a) such
21 documents are filed under seal; or (b) the producing individual(s) receive fifteen (15) court days advance
22 notice to permit opportunity to seek a protective order sealing such documents.

23 **F. Duty to Support and Defend Decree**

24 The Parties agree to abide by all of the terms of this Decree in good faith and to support it fully,
25 shall not suggest or encourage any third parties to object to or otherwise challenge this Decree or the Class
26 Action Settlement Procedure, and shall use best efforts to defend this Decree.

27 **G. Closure of Administrative Complaints**

28 Upon the later of entry of the Final Decree or the Modified Final Decree and Riot's funding of the

1 Gross Settlement Amount, DFEH will close *DFEH/Kish v. Riot Games, Inc. et al.*, DFEH No.
2 201810-04010525 consistent with Section II.

3 **H. Non-Waiver**

4 Failure by any Party to seek enforcement of this Decree pursuant to its terms with respect to any
5 instance or provision will not be construed as a waiver of such enforcement with regard to other instances
6 or provisions.

7 **I. Complete Agreement**

8 After this Decree is signed and delivered by all Parties and their counsel, this Decree will
9 constitute the entire agreement between the Parties relating to the settlement, and it will then be deemed
10 that no oral representations, warranties, covenants, or inducements have been made to any Party
11 concerning this Decree other than the representations, warranties, covenants, and inducements expressly
12 stated in this Decree. All prior or contemporaneous agreements, understandings, and statements, whether
13 oral or written, whether express or implied, and whether by a Party or a Party's counsel, are merged
14 herein.

15 **J. Attorney Authorization**

16 Plaintiffs' Counsel, Agency Counsel, and Riot's Counsel warrant and represent that they are
17 authorized to take all appropriate action required or permitted to be taken by such Parties pursuant to this
18 Decree to effectuate its terms, and to execute any other documents required to effectuate the terms of this
19 Decree. The Parties and their counsel will cooperate with each other and use their best efforts to effect the
20 implementation of the Decree.

21 **K. Binding on Successors**

22 This Decree will be binding upon, and inure to the benefit of, the successors of each of the Parties
23 (including Released Parties) hereto, and their spouses, heirs, administrators, representatives, executors,
24 successors and assigns each of which is entitled to enforce this Decree.

25 **L. Cooperation**

26 The Parties have cooperated in the drafting and preparation of this Decree. This Decree will not be
27 construed against any Party on the basis that the Party was the drafter or participated in the drafting.
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DATED: June 13 2022

DEPARTMENT OF FAIR EMPLOYMENT
AND HOUSING



Alexis S. McKenna, Assistant Chief Counsel
Tony Lawson, Associate Chief Counsel
Counsel for Plaintiff-Intervenor DFEH

DATED: June 13 2022

DIVISION OF LABOR STANDARDS
ENFORCEMENT



Alexis S. McKenna, Assistant Chief Counsel,
DFEH
Tony Lawson, Associate Chief Counsel, DFEH
Counsel for Plaintiff-Intervenor DLSE

DATED: June 13, 2022

GENIE HARRISON LAW FIRM, APC



Genie Harrison
Mia Munro
Andrea Fields
Counsel for Plaintiffs

DATED: June 13, 2022

JML LAW, APLC



Nicholas Sarris
Joseph Lovretovich
Counsel for Plaintiffs

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DATED: June __, 2022

GABRIELA DOWNIE

Proposed Class Representative

DATED: June __, 2022

JESSICA NEGRON

Proposed PAGA Representative

DATED: June __, 2022

MAYANNA BERRIN

Proposed PAGA Representative

DATED: June __, 2022

IRINA CRUDU

Proposed PAGA Representative

DATED: June 14, 2022

ANTONIA GALINDO



Proposed PAGA Representative

DATED: June __, 2022

GINA CRUZ RIVERA

Proposed PAGA Representative

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DATED: June _14, 2022

GABRIELA DOWNIE



Proposed Class Representative

DATED: June _, 2022

JESSICA NEGRON

Proposed PAGA Representative

DATED: June _, 2022

MAYANNA BERRIN

Proposed PAGA Representative

DATED: June _, 2022

IRINA CRUDU

Proposed PAGA Representative

DATED: June _, 2022

ANTONIA GALINDO

Proposed PAGA Representative

DATED: June _, 2022

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DATED: June __, 2022

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DATED: June __, 2022

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Proposed PAGA Representative

DATED: June 14 2022

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Proposed PAGA Representative

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DATED: June __, 2022

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DATED: June __, 2022

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DATED: June 14 2022

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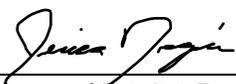
DATED: June __, 2022

GABRIELA DOWNIE

Proposed Class Representative

DATED: June 14 2022

JESSICA NEGRON



Proposed PAGA Representative

DATED: June __, 2022

MAYANNA BERRIN

Proposed PAGA Representative

DATED: June __, 2022

IRINA CRUDU

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DATED: June __, 2022

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DATED: June 14, 2022

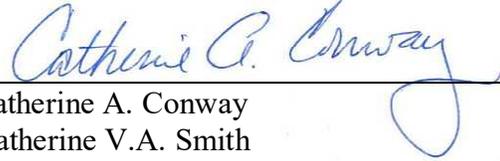
JESSICA SEIFERT



Proposed PAGA Representative

DATED: June 13, 2022

GIBSON, DUNN & CRUTCHER LLP



Catherine A. Conway
Katherine V.A. Smith
Tiffany Phan
Counsel for Defendants

DATED: June 13, 2022

RIOT GAMES, INC., RIOT GAMES
MERCHANDISE, INC., RIOT GAMES
DIRECT, INC., RIOT GAMES
PRODUCTIONS, INC.

DocuSigned by:

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Dan Chang
General Counsel

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

DATE:

JUDGE ELIHU M. BERLE

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DATED: June __, 2022

GABRIELA DOWNIE

Proposed Class Representative

DATED: June __, 2022

JESSICA NEGRON

Proposed PAGA Representative

DATED: June ¹⁴__, 2022

MAYANNA BERRIN



Proposed PAGA Representative

DATED: June __, 2022

IRINA CRUDU

Proposed PAGA Representative

DATED: June __, 2022

ANTONIA GALINDO

Proposed PAGA Representative

DATED: June __, 2022

GINA CRUZ RIVERA

Proposed PAGA Representative

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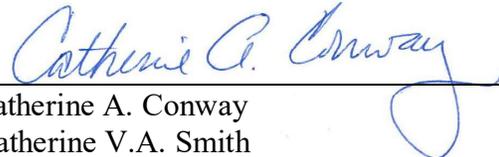
DATED: June __, 2022

JESSICA SEIFERT

Proposed PAGA Representative

DATED: June13, 2022

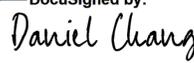
GIBSON, DUNN & CRUTCHER LLP



Catherine A. Conway
Katherine V.A. Smith
Tiffany Phan
Counsel for Defendants

DATED: June13, 2022

RIOT GAMES, INC., RIOT GAMES
MERCHANDISE, INC., RIOT GAMES
DIRECT, INC., RIOT GAMES
PRODUCTIONS, INC.

DocuSigned by:

E6B7BCF2EF504EC...

Dan Chang
General Counsel

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

DATE:

JUDGE ELIHU M. BERLE

Exhibit A
NOTICE TO CURRENT AND FORMER
FEMALE EMPLOYEES AND TEMPORARY CONTRACTORS AT RIOT GAMES

Department Fair Employment & Housing v. Riot Games, Inc. et al.,
Division Labor Standards Enforcement v. Riot Games, Inc.,
McCracken et al. v. Riot Games, Inc.,
 California Superior Court, County of Los Angeles
 Case No. 18STCV03957

MORE INFORMATION: <https://www.riotgames.com>

IMPORTANT PLEASE READ THIS NOTICE CAREFULLY
 THIS NOTICE RELATES TO GOVERNMENT CIVIL RIGHTS ENFORCEMENT ACTIONS
 AND PRIVATE CLASS ACTION LAWSUIT AND, IF YOU ARE A SETTLEMENT
 GROUP/CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT
 YOUR RIGHTS.

A state court has authorized this notice. This is not an advertisement or solicitation.

This notice is to inform you of a proposed settlement of a lawsuit in the
 California Superior Court, County of Los Angeles, against RIOT GAMES, INC., RIOT GAMES
 DIRECT, INC., RIOT GAMES MERCHANDISE, INC., and RIOT GAMES PRODUCTIONS,
 INC. (“Riot”), through a Consent Decree (also known as a Stipulated Judgment) and Class Action
 Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

RECEIVE A PAYMENT	<p>In this Settlement in exchange for a release of claims, Group/Class Members are eligible to receive the following payments:</p> <ul style="list-style-type: none"> • \$2,500-5,000 depending on whether you worked as an employee or temporary agency contractor, and regardless of whether you exclude yourself (as described below) (the “Minimum Payment”), and • \$15,000-35,000 if you worked as an employee and do not exclude yourself, or • \$5,000-10,000 if you worked as a temporary agency contractor and do not exclude yourself <p>You may also receive an additional \$40,000 if you worked as an employee in or before 2015 and do not exclude yourself. You may also receive an additional payment based on the number of months that you worked if you do not exclude yourself. Your payment may be reduced if you previously received money from a settlement agreement or severance agreement with Riot.</p>
EXCLUDE YOURSELF BY 	<p>You have a right to exclude yourself (or “opt out”) from the Private Class Action Settlement. You will retain any existing individual claims if you exclude yourself from the Private Class Action Settlement and you may receive only the Minimum Payment as</p>

	discussed further below. However, if you exclude yourself from the Private Class Action Settlement, the Claims Administrator will also reach out to you to confirm whether you want to fully participate in the Government Enforcement Actions (which will present you the option of releasing certain claims in exchange for the compensation described above (“Receive a Payment”), as will be explained by the Claims Administrator at that time).
OBJECT BY [REDACTED]	You are entitled to submit a timely written objection to the Court, as discussed further below. You cannot object if you also exclude yourself from the Private Class Action Settlement.
ATTEND A HEARING ON [REDACTED]	You can ask to speak to the Court about the fairness of the Settlement if you do so by [REDACTED].

WHAT IS THIS NOTICE?

This Notice is of a proposed settlement of a Private Class Action lawsuit and Government Enforcement Actions and advises you of how you can either participate in this settlement to receive your share of the settlement proceeds, or how you can exclude yourself from the Settlement.

The California Department of Fair Employment and Housing (“DFEH”), the Division of Labor Standards Enforcement (“DLSE”), (the “Government”) and Private Plaintiffs, brought the lawsuit on behalf of female employees and contractors (“Group/Class Members”), and the State of California, against Riot Games, Inc., Riot Games Direct, Inc., Riot Games Merchandise Inc., and Riot Games Productions, Inc. (“Riot”). This lawsuit alleged equal pay violations, sexual harassment, sex discrimination, retaliation, and related workplace violations against Riot. The settlement will resolve the lawsuit.

According to Riot’s records, you may be a Group/Class Member as defined in the Consent Decree.

AM I AFFECTED?

This Consent Decree and Class Action Settlement covers *current and former female employees, female temporary agency contractors, and female temporary agency contractors* who applied for permanent positions, that worked for Riot in California between November 6, 2014 and December 27, 2021.

Female in the “Group/Class member(s)” definition includes persons who self-identified as female or who have not identified a gender, but who have a “female-identifying name.” You are receiving this notice because you may fall within this definition. Anyone incorrectly identified as female is encouraged to notify the Claims Administrator identified at the end of this Notice. Any current or former Riot employee or temporary contractor may contact the Claims Administrator to correct, confirm, or otherwise provide information about their gender for purposes of participating in the Settlement.

If you have already signed a general release of your claims or an arbitration agreement, you may still be part of the Government Enforcement Actions. Also, if a court decided your claims must be resolved in private arbitration, you can still be part of the Government Enforcement Actions, and

may be part of the Private Class Action if the parties to the arbitration agree to withdraw your demand for arbitration.

You have a right to discuss unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

WHAT IS THIS LAWSUIT ABOUT?

The DFEH has alleged Riot and its related entities violated California laws by engaging in:

- (1) sex and gender discrimination in hiring, assignment, pay, promotion, and related practices;
- (2) sexual harassment;
- (3) retaliation;
- (4) a failure to take all reasonable steps necessary to prevent discrimination and harassment from occurring; and
- (5) recordkeeping violations.

DLSE has alleged that Riot has violated California's Equal Pay Act and related provisions of the California Labor Code.

In their Third Amended Complaint, Private Plaintiffs allege violations of the Equal Pay Act, sex and gender discrimination, sexual harassment, retaliation, unfair competition, and a claim for civil penalties under the Private Attorneys General Act.

There has been extensive discovery¹ in the Actions. In addition, the Parties retained multiple experts to assist in the valuation and assessment of the Actions and have participated in several mediation/Mandatory Settlement Conference sessions with the assistance of an experienced employment law mediator and a Los Angeles County Superior Court Complex Court judge, and negotiated the terms of this Consent Decree and Settlement.

The Parties have considered the expense and length of continued proceedings necessary to continue the Actions through trial and any possible appeals. The Parties have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in any such litigation. Based on the foregoing, DFEH, DLSE and Private Plaintiffs have determined that the terms as set forth in this Consent Decree are fair, adequate, reasonable, and in the best interests of the Group/Class Members.

WHAT IS THIS SETTLEMENT ABOUT?

This Notice summarizes the proposed Consent Decree and Class Action Settlement. For the exact terms and conditions, please see the Consent Decree available at https://www.____, by accessing the Court docket in this case, for a fee, at <https://-->, or by visiting the office of the Clerk of Court.

¹ Discovery is the pre-trial phase in a lawsuit in which each party investigates the facts of a case, through the rules of civil procedure, by obtaining evidence from the opposing party and others by means of requests for documents, requests for information, and depositions.

In the Consent Decree and Class Action Settlement, if the Court approves it, Riot has agreed to make the following payments:

Gross Settlement Amount	
Group/Class Member Monetary Relief and PAGA Allocation	\$80 million (\$3 million of which will be paid to the DLSE for penalties)
Agency Counsel's Fees	\$5-8.5 million
Plaintiffs' Counsel's Fees	\$5-8.5 million
Claims Administration Costs and Fees	\$3 million

Any amounts remaining in the Claims Administration Costs and Fees and any unawarded Agency or Plaintiff's Counsel's Fees will be added to the Group/Class Member Monetary Relief.

For purposes of this Consent Decree and Class Action Settlement, approximately 50% of each Group/Class Member's Payment (defined below) shall be deemed wages for which the employee's share of payroll deductions will be made from such Group/Class Member's Payment for state and federal withholding taxes or any other applicable payroll deductions, and shall be reported on IRS Form W-2 for Riot employees. The Parties further agree that approximately the other 50% of each such Payment represents the payment of damages for alleged emotional distress and/or physical injuries, penalties and interest and shall be reported on IRS Form 1099. W-2 and 1099 forms shall be provided to each respective Group/Class Members and applicable governmental authorities. **Group/Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Consent Decree/Class Settlement.**

Riot has also agreed to make enforceable changes to employment policies and practices to prevent sex/gender discrimination, harassment, retaliation, and other workplace violations at the company. Riot also agreed to hire a third-party independent expert and a third-party independent monitor to review its practices, analyze its employment records, interview its employees, and make changes to benefit equal employment opportunities for female workers. Riot also will provide an annual \$6,000,000 cash reserve for each year during the three-year term of the settlement to address the injunctive relief, including making pay adjustments if necessary. Temporary agency contractors will also be able to express interest in being hired at Riot, and Riot will hire a certain number of temporary agency contractor Group/Class Members, if they are qualified for the roles for which they apply.

In consideration of their allocated portion of the Settlement Fund and the other terms and conditions of the Settlement, a Group/Class Member who releases claims as discussed further throughout this Notice will receive the following:

You will receive the \$2,500 or \$5,000 Minimum Payment regardless of whether you exclude yourself from the Settlement. The Consent Decree and Class Action Settlement may also provide you a payment of approximately \$ [redacted] (before adjustments for certain taxes and any prior negotiated settlement payments, if applicable) if you participate in the Settlement (the "Payment"). According to Riot's records, you worked as (employee or temporary agency contractor) for approximately (months) or (years). According to Riot's records, you have (signed or have not previously received payment for a signed general release in severance or settlement).

Riot is making these payments to you to resolve the Government Enforcement Actions and the Private Class Action. The Payment is based on your dates of work for Riot.

If you were or are a temporary agency contractor at Riot, you may be considered for employment in Engineering, Quality Assurance, or Art Design at Riot if you are qualified for the role for which you apply and are interviewed. If you express interest using the Temporary Agency Contractor Employment Interest Form provided, Riot will send you further instructions on how to apply for available positions.

WHAT IS YOUR NEXT STEP?

You should read this Notice, and the enclosed Release form. **Please do not ignore these forms or throw them away.**

HAS THE SETTLEMENT BEEN PRELIMINARILY APPROVED BY THE COURT?

On , 2022, the Court held a Preliminary Approval Hearing during which it preliminarily approved the Consent Decree and Class Action Settlement.

The Preliminary Court Approved Consent Decree and Settlement will resolve Government Enforcement Actions brought by the State of California, through the DFEH and DLSE, on behalf of the state and all female workers against Riot. Under the law, the State of California can seek relief on behalf of a group or class of aggrieved workers and it does not need to obtain class certification from the Court to do so. However, the State submitted the Consent Decree and Settlement to the Court for review and approval to send this Notice to you. The State will ask the Court to finally approve the Consent Decree and enter judgment upon it after the Notice process and Fairness Hearing. If you have questions, you may contact the lawyers who brought the Government Enforcement Actions on behalf of the State and all female workers who are: Alexis McKenna and Tony Lawson of the California Department of Fair Employment and Housing. You can contact them at DFEH.Legal@dfeh.ca.gov or (213) 337-4491.

The Preliminary Court Approved Settlement will also resolve a Private Class Action brought by Plaintiff Gabriella Downie against Riot. At the Preliminary Approval Hearing, the Court appointed the following attorneys as Class Counsel to represent the Class in the Private Action: Genie Harrison, Mia Munro, and Andrea Fields (of Genie Harrison Law Firm, APC) and Joseph M. Lovretovich, Nicholas Sarris, and Brooke C. Bellah (of JML Law, APLC). You can contact them at genie@genieharrisonlaw.com, mia@genieharrisonlaw.com, andie@genieharrisonlaw.com, (213) 805-5301, or jml@jmlaw.com, nsarris@jmlaw.com, (818) 610-8800. You can choose to be represented by a different lawyer in this case at your own expense. You may hire a lawyer or, if you already have a lawyer, your current lawyer may represent you at your own expense.

WHAT IF I AGREE WITH THE SETTLEMENT, BUT BELIEVE THE INFORMATION ABOUT MY DATES OF WORK IS INCORRECT?

If you disagree with the tenure calculations included in this Notice, you must complete and send a notice of dispute to the Claims Administrator, together with any written documentation supporting your dispute. This documentation could include official records, pay stubs, weekly schedules or

personal logs. You must submit this information to the Claims Administrator by [date which is no later than twenty-five (25) calendar days after the postmark date of this Notice]. The Claims Administrator shall make the final determination regarding the dispute based on the written documentation submitted by you and any materials submitted by counsel for all Parties within five (5) calendar days of receipt of the notice of dispute and supporting written documentation, and no later than prior to the Final Approval Hearing. The Claims Administrator will inform you of the final determination.

CAN I PARTICIPATE IN THE SETTLEMENT IF I SIGNED ANOTHER AGREEMENT WITH RIOT?

If you previously signed a general release of your claims (i.e. a settlement or severance agreement), Riot has agreed as a compromise that you may participate in the Government Enforcement Actions, will receive the \$2,500 or \$5,000 Minimum Payment, depending on whether you worked as an employee or temporary agency contractor, and potentially receive additional monetary relief as offset by the funds you received in your settlement or severance agreement. The Claims Administrator will contact you about whether you wish to fully participate in the Government Enforcement Actions. However, you cannot participate in, object to, or opt out of the Private Class Action Settlement.

I HAVE A PENDING ARBITRATION AGAINST RIOT, CAN I PARTICIPATE IN THE SETTLEMENT?¹

If you filed an arbitration demand against Riot that is currently pending, you may participate in the Government Enforcement Actions and receive the \$2,500 or \$5,000 Minimum Payment, depending on whether you worked as an employee or temporary agency contractor, even if you do not withdraw your demand for arbitration. Group/Class Members who have not withdrawn their demand for arbitration are eligible to participate in the Government Enforcement Actions in the following manner: (i) Group/Class Members who initiated their pending claims (either in court or in arbitration) before the filing of the Government Enforcement Actions will participate in the Government Enforcement Actions in the same manner as an opt-out; and (ii) Group/Class Members who initiated their pending claims (either in court or in arbitration) after the filing of the Government Enforcement Actions and who have not withdrawn their demand for arbitration with the mutual consent of the parties to that arbitration will participate in the Government Enforcement Actions in the same manner as an opt-out who has declined to fully participate in the Government Enforcement Actions. You can obtain mutual consent to withdraw from the arbitration by asking your attorney to contact Riot's counsel in your arbitration to request participation in this Settlement.

You also will not release your individual claim except that any and all PAGA-based claims for civil penalties that arise out of or are related to the claims set forth in Plaintiffs' PAGA notices to the LWDA on November 6, 2018 and April 17, 2020, the Private Action, and/or DLSE's Complaint in Intervention, which are predicated on violations of the California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and 2699(f) ("PAGA Released Claims") will be resolved. You will not release your other individual claims or receive an additional payment unless

¹ Note this question will be included in the notice only if the Group/Class Member has a pending arbitration.

you withdraw your demand for arbitration. Please note that the DFEH and DLSE will release their right to bring a claim on your behalf.

WHAT AM I RELEASING IF I AM PART OF THE PRIVATE CLASS ACTION SETTLEMENT?

In exchange for the benefits and monetary relief set out as part of this Consent Decree and Class Action Settlement, you release or agree to give up certain legal claims, as specified in the enclosed Release form. If you do nothing, you will be included in the Class/Group and will receive these payments and benefits, and will be deemed to release the applicable legal claims automatically.

WHAT IS THE NEXT STEP IN THE APPROVAL OF THIS PROPOSED SETTLEMENT?

The Court will hold a Final Fairness/Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, and the settlement administration costs on [REDACTED], 2022 at [REDACTED] AM in Department 6 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Fairness/Approval Hearing may be continued without further notice to Class Members. You are advised to check the settlement website at [INSERT LINK] or the Court's Case Access website at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> to confirm that the date has not been changed.

You are not required to attend the Final Fairness/Approval Hearing to receive a share of the Settlement. You do not need to appear at this hearing unless you wish to object to the Settlement. If you have sent a written objection, you may appear at the hearing if you choose to do so.

WHAT IF I DO NOT WANT TO PARTICIPATE (OPT-OUT OF THIS SETTLEMENT)?

If you do not want to participate in the Private Class Action Settlement, you must submit a signed written request to be excluded ("Notice of Opt-Out") to the Claims Administrator at the address listed below. Your Notice of Opt-Out must read:

I understand that I am requesting to be excluded from the Private Class Action Settlement. I understand that I will not receive any monetary relief beyond the Minimum Payment. I understand that I may bring a separate legal action seeking individual damages, penalties, or other relief, but may receive nothing or less than what I would have received by fully participating in this settlement. I understand that Riot may claim an offset for any payments received by me in this settlement against any later award of individual relief I may receive. I understand that by opting out, I may still be required to administratively exhaust any claim that I may bring. I also understand that the State of California brought Government Enforcement Actions on my behalf and on behalf of other female workers against Riot. I understand that I will receive the Minimum Payment and the benefit of the injunctive relief as a result of the Government Enforcement Actions, whether or not I participate in the Private Class Action. I understand that the Claims Administrator will be following up with me to confirm whether or not I want to fully participate in the Government Enforcement Actions. I understand that if I do not fully participate in the Government Enforcement

Actions, I will only receive the Minimum Payment, and any remaining monetary relief I am entitled to will be allocated to a cy pres fund, which cannot be used as an offset against my recovery in any future action I may bring.

Your Notice of Opt-Out must be postmarked by [Claims Administrator to Insert Date at Least Thirty (30) Days Prior to the Scheduled Final Approval Hearing]. If you do not timely submit a signed Notice of Opt Out (based on the postmark date), then (i) your Notice of Opt Out will be rejected; (ii) you will be deemed a Group/Class Member; and (iii) you will be bound by all the terms of the Consent Decree, including the release of Released Claims described in Section IV.A of the Consent Decree and included as part of this Notice as Release Of Claims In Private Class Action. If the Notice of Opt Out is sent from within the United States, it must be sent via the U.S. Postal Service by First-Class Mail.

WHAT HAPPENS IF I OPT-OUT OF THIS SETTLEMENT?

You will not be entitled or permitted to assert an objection to the Private Class Action Settlement and you may receive only the Minimum Payment as discussed further below. By virtue of mandatory participation in the Government Enforcement Actions, brought on their behalf by the DFEH and DLSE, Group/Class Members who opt out of participating in the Private Class Action Settlement will nevertheless receive the \$2,500 or \$5,000 Minimum Payment and will be deemed to fully and finally have resolved any and all PAGA Released Claims.

If you timely submit a Notice of Opt-Out, the Claims Administrator will reach out to you to confirm whether or not you want to forgo fully participating in the Government Enforcement Actions. If you forgo full participation, your remaining share of monetary relief will be allocated to the cy pres organizations listed in the Consent Decree and you can pursue individual claims consistent with applicable procedures. A lack of a response to a written communication from the Claims Administrator shall be deemed as confirmation that you are foregoing fully participating in the Government Enforcement Actions. Likewise, you will have no further role in the Private Class Action Settlement.

WHAT IF I SUBMIT A TIMELY NOTICE OF OPT-OUT BUT CHANGE MY MIND?

If you timely submitted a Notice of Opt-Out, but later decide that you would like to participate in the Private Class Action Settlement, you may withdraw your Notice of Opt-Out by submitting a "Rescission of Opt-out" statement to the Claims Administrator. The Rescission of Opt-out statement must include the following language:

I previously submitted an Opt-out statement seeking exclusion from the private class action settlement. I have reconsidered and wish to withdraw my Opt-out statement. I understand that by rescinding my Opt-out I will be eligible to receive an additional payment from the settlement fund and may not bring a separate legal action against Riot seeking damages.

The Rescission of Opt-out statement must be delivered to the Claims Administrator no later [CLAIMS ADMINISTRATOR TO INSERT A DATE NO LATER THAN FIFTEEN (15) CALENDAR DAYS BEFORE THE FINAL APPROVAL HEARING].

WHAT IF I WANT TO OBJECT TO THE SETTLEMENT?

If you are not satisfied with the Private Class Action Settlement, you may object to the Settlement by submitting your objection in writing to the Court. You can give reasons why you think the Court should not approve the Settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Private Class Action Settlement. If the Court denies approval of the Private Class Action Settlement, the Private Class Action will continue in litigation. However, the Government Enforcement Actions will still be settled.

Any objection to the proposed Settlement must be in writing. All written objections and supporting papers must (a) clearly identify the case name and number, (b) include the Group/Class Member's Name, (c) include the Group/Class Member's current address and telephone number, or current address and telephone number of your legal representative, and (d) include an explanation of why the Settlement Class Member objects to the Private Class Action Settlement, including the grounds therefore, any supporting documentation, and the reasons, if any, for requesting the opportunity to appear and be heard at the Final Approval Hearing. All written objections and supporting papers must then be submitted to the Court either by mailing them to the Clerk for Department 1, Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012, or by filing them in person at the Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012. All written objections must be filed or postmarked on or before [DATE].

Note: Failure to comply with all requirements of this section shall constitute grounds for striking an objection or denying a request to be heard, if applicable.

Note: You cannot both opt out and object to the settlement.

Note: Failure to comply with all requirements of this section shall constitute grounds for striking an objection or denying a request to be heard, if applicable.

WHAT HAPPENS IF I RECEIVE A CHECK FOR A SETTLEMENT PAYMENT, BUT DO NOT CASH IT?

Group/Class Members who do not opt out will receive a check for their Payment within approximately X weeks of the Court's final approval of the Consent Decree and Class Action Settlement (if approved by the Court). Checks will be mailed by the Claims Administrator to the last known address for each Group/Class Member. Checks must be cashed within 120 days of mailing. After that date, the checks will no longer be able to be cashed, and the Claims Administrator will attempt to redistribute the funds to those Group/Class Members who already cashed their checks. After three rounds of redistribution, if any amount remains less than \$2.5 million, the aggregate dollar amount of all uncashed checks will be provided in equal parts to Women in Games, National Center for Women & Information Technology, and Rewriting the Code. Regardless of whether you cash your check for your Payment, if you do not opt out of the Settlement, you will have released the claims asserted in the Private Action, which overlap with claims from the Government Enforcement Actions.

HAVE YOU RECEIVED MEDICARE OR MEDICAID?

If so, please be sure to contact the Claims Administrator (see contact information in below) for further details on how this may impact your settlement and for an additional questionnaire required for compliance reporting. If you receive Medicare or Medicaid, it could impact your Payment. If you do not contact the Claims Administrator and the Medicare/Medicaid query (described below) does not return any results, Riot will assume that you are not receiving any Medicare or Medicaid benefits.

Prior to the Final Fairness/Approval Hearing (as described above in the question: What Is The Next Step In The Approval Of This Proposed Settlement?), a Medicare/Medicaid query will be run on each Group/Class Member's Social Security Number, Date of Birth, Gender and Full Name. To the extent that the Claims Administrator is not provided a Social Security Number, Date of Birth, Gender or Full Name for a Group/Class Member, the Claims Administrator will contact the relevant Group/Class Member to attempt to obtain this information. If any Group/Class Member is a Medicare or Medicaid beneficiary and there is a lien against the Group/Class Member, that could impact the Group/Class Member's Payment.

HOW CAN I GET MORE INFORMATION?

If you have any questions, you may contact the Claims Administrator at [**CONTACT INFORMATION, web portal**].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK, THE JUDGE, OR RIOT OR THEIR COUNSEL FOR INFORMATION ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT PROCESS.

Exhibit C-1

RELEASE OF CLAIMS IN GOVERNMENT ENFORCEMENT ACTION

Department Fair Employment & Housing v. Riot Games, Inc. et al.,
Division Labor Standards Enforcement v. Riot Games, Inc.,
Case No. 18STCV03957 (Los Angeles Superior Court)

This Release of Claims is a legal document. This document states that in return for Riot Games, Inc. (“Riot”) paying you money and agreeing to other relief, the Department of Fair Employment and Housing (DFEH) and Division of Labor Standards Enforcement (DLSE) will resolve a lawsuit brought on your behalf and on behalf of other female workers in *DFEH v. Riot Games, Inc., et al.* and *DLSE v. Riot Games, Inc.*, Case No. 18STCV03957.

The asserted claims include claims arising under the Fair Employment and Housing Act (Gov. Code, § 12900 *et seq.*); the California Equal Pay Act (Labor Code, § 1197.5); and/or the Private Attorneys General Act (Labor Code, §2698 *et seq.*). The Consent Decree (available at [Claims Administrator’s web portal]) is the settlement agreement between DFEH and DLSE and Riot.

You should take sufficient time to look at this document, to talk with others about the document, including an attorney if you choose, and no one can pressure you into agreeing to the terms in this the document.

By fully participating in the Government Enforcement Actions, you hereby fully and finally release Riot, including each of their past and present successors, subsidiaries, parents, holding companies, related or affiliated companies and divisions, assigns, joint ventures, both individually and in their official capacities, as well as their past or present shareholders, owners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, re-insurers, fiduciaries, successors and assigns, and any individual or entity who could be jointly liable, and persons acting by, through, under or in concert with any of these persons or entities (“Released Parties”) from the claims asserted in *DFEH v. Riot Games, Inc., et al.*, and *DLSE v. Riot Games, Inc.*, Case No. 18STCV03957, that arose from November 6, 2014 up to (Preliminary Approval), including claims for gender discrimination and retaliation for complaining about gender harassment or discrimination in violation of the California Equal Pay Act (Labor Code sections 1197.5(a) and 1197.5(k)), gender discrimination, gender-based harassment, and retaliation for complaining about gender harassment or discrimination in violation of the Fair Employment and Housing Act (Government Code sections 12940(a), 12940(j), and 12940(h)), failure to prevent gender-based discrimination, harassment, and retaliation in violation of the Fair Employment and Housing Act (Government Code section 12940(k)), failure to maintain adequate records in violation of California law (Government Code Section 12946 and Code of Regulations, Title 2, section 11013) (“Released Claims”). The PAGA Allocation of the Settlement Fund will resolve any Private Attorneys General Act (“PAGA”) claims arising out of or related to the claims set forth in Plaintiffs’ PAGA notices to the Labor and Workforce Development Agency on November 6, 2018 and April 17, 2020, in the Private Action, and/or in the Division of Labor Standards Enforcement’s Complaint in Intervention, which are based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k),

and 2699(f) (“PAGA Claims”). This resolution of PAGA Claims shall resolve PAGA Claims from November 7, 2014 through _____ (Preliminary Approval).

You understand that in exchange for Monetary and Injunctive Relief as set forth in the Consent Decree (available at [Claims Administrator’s web portal]), the DFEH and the DLSE will release claims brought on your behalf and on behalf of other female workers, and the State of California. You understand that you will receive at least \$ _____, which includes your share of the Monetary Relief, as specified in the Consent Decree. You also may benefit from the Injunctive Relief as specified in the Consent Decree. If you receive Medicare or Medicaid and there is a lien against you, that could impact your payment.

By accepting this payment, you are fully participating in the Government Enforcement Actions, and you agree to this Release. You understand that you have had full opportunity to consider and understand the terms and to consult with your advisors and seek legal advice, should you choose to do so. You understand that you are making the choice to freely agree to participate in this Settlement and Release.

You will acknowledge your agreement by indicating your full participation on the Claims Administrator’s web portal and/or endorsing, cashing, or depositing the settlement payment check.

You understand that you are not required to return this form in order for your release or the DFEH’s and DLSE’s releases to be valid.

Exhibit C-2

RELEASE OF CLAIMS IN PRIVATE CLASS ACTION

McCracken et al. v. Riot Games, Inc.

Case No. 18STCV03957 (Los Angeles County)

This Release of Claims is a legal document. This document makes clear that if you do not opt out of the Private Class Action Settlement, you will release all claims asserted on your behalf in *McCracken et al. v. Riot Games, Inc.*, Case No. 18STCV03957 that arose from November 6, 2014 through [REDACTED] (Preliminary Approval).

The claims asserted include claims arising under the Fair Employment and Housing Act (Gov. Code, § 12900 *et seq.*); the California Equal Pay Act (Labor Code, § 1197.5); the Unfair Competition Law; and/or the Private Attorneys General Act (Labor Code, §2698 *et seq.*). The Consent Decree (available at [Claims Administrator's web portal]) is the settlement agreement between all parties.

You should take sufficient time to look at this document, to talk with others about the document, including an attorney if you choose, and no one can pressure you into agreeing to the terms in this the document.

By participating in the Settlement and not opting-out, you hereby fully and finally release Riot, including each of their past and present successors, subsidiaries, parents, holding companies, related or affiliated companies and divisions, assigns, joint ventures, both individually and in their official capacities, as well as their past or present shareholders, owners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, re-insurers, fiduciaries, successors and assigns, and any individual or entity who could be jointly liable, and persons acting by, through, under or in concert with any of these persons or entities (“Released Parties”) from the claims asserted in *McCracken et al. v. Riot Games, Inc.*, Case No. 18STCV03957, that arose from November 6, 2014 up to [REDACTED] (Preliminary Approval), including but not limited to all claims for gender discrimination and retaliation for complaining about gender harassment or discrimination in violation of the California Equal Pay Act (Labor Code sections 1197.5(a) and 1197.5(k)), gender discrimination, gender-based harassment, and retaliation for complaining about gender harassment or discrimination in violation of the Fair Employment and Housing Act (Government Code sections 12940(a), 12940(j), and 12940(h)), failure to prevent gender-based discrimination, harassment, and retaliation in violation of the Fair Employment and Housing Act (Government Code section 12940(k)), the California Unfair Competition Law (Business and Professions Code section 17200, *et seq.*) (“Group/Class Member Released Claims”). The PAGA Allocation of the Settlement Fund will resolve any Private Attorneys General Act (“PAGA”) claims arising out of or related to the claims set forth in Plaintiffs’ PAGA notices to the Labor and Workforce Development Agency on November 6, 2018 and April 17, 2020, in the Private Action, and/or in the Division of Labor Standards Enforcement’s Complaint in Intervention, which are based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and 2699(f) (“PAGA Claims”). This resolution of PAGA Claims shall resolve PAGA Claims from November 7, 2014 through [REDACTED] (Preliminary Approval). The fact that you may hereafter discover legal arguments based on the same or similar factual

allegations in addition to or different from those you now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in the Private Action shall in no way limit the scope or definition of the Group/Class Member Released Claims.

If you receive Medicare or Medicaid and there is a lien against you, that could impact your payment.

I understand that I have had full opportunity to consider and understand the terms and to consult with my advisors and seek legal advice, if I choose to do so. I understand that I am making the choice to freely agree to participate in this Settlement and Release.

I understand that if I do nothing, I will release the claims noted above.

EXHIBIT B

1 ~~JANETTE WIPPER (#275264)~~
—Chief Counsel
2 ~~MELANIE L. PROCTOR (#228971)~~
—Assistant Chief Counsel
3 ALEXIS S. MCKENNA (#197120)
Assistant Chief Counsel
4 TONY LAWSON (#140823)
Associate Chief Counsel
5 DEPARTMENT OF FAIR EMPLOYMENT
AND HOUSING
6 2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
7 Telephone: (916) 478-7251
Facsimile: (888) 382-5293

8 Attorneys for the Plaintiffs-Intervenors
9 DFEH and DLSE

(Fee Exempt, Gov. Code, § 6103)

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25
26 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
27 **IN AND FOR THE COUNTY OF LOS ANGELES**
28

Case No.: 18STCV03957

AMENDED CONSENT DECREE, CLASS ACTION SETTLEMENT AGREEMENT, AND ORDER

Date: January 26, 2022
Time: 10:00 a.m.
Dept: 6

Action Filed: November 6, 2018
Trial Date: None set

1 DEPARTMENT OF FAIR EMPLOYMENT
2 AND HOUSING, an agency of the State of
3 California,

Plaintiff-Intervenor,

4 vs.

5 RIOT GAMES, INC., a Delaware Corporation;
6 RIOT GAMES DIRECT, INC., a Delaware
7 Corporation; RIOT GAMES MERCHANDISE,
8 INC., a Delaware Corporation; RIOT GAMES
9 PRODUCTIONS, INC., a Delaware
10 Corporation; and DOES 1 through 10, inclusive,

Defendants.

12 DIVISION OF LABOR STANDARDS
13 ENFORCEMENT, DEPARTMENT OF
14 INDUSTRIAL RELATIONS, an agency of the
15 State of California,

Plaintiff-Intervenor,

16 vs.

17 RIOT GAMES, INC., a Delaware Corporation;
18 and DOES 1 through 10, inclusive,

19 Defendants.

20 MELANIE MCCRACKEN, an individual; and
21 JESSICA NEGRON, an individual,

Plaintiffs,

22 vs.

23 RIOT GAMES, INC., a Delaware Corporation;
24 and DOES 1 through 10, inclusive,

25 Defendants.

1 AMENDED CONSENT DECREE, CLASS ACTION SETTLEMENT AGREEMENT, AND
2 ORDER

3 Plaintiff-Intervenors Department of Fair Employment and Housing (“DFEH”) and Division of
4 Labor Standards Enforcement, Department of Industrial Relations (“DLSE”) (“Plaintiff-Intervenors”);
5 Class Representative Gabriela Downie, and PAGA Representatives Jessica Negron, Irina Crudu,
6 Mayanna Berrin, Jessica Seifert, Antonia Galindo, and Gina Cruz Rivera (collectively, “Plaintiffs” or
7 “Private Plaintiffs”); and Defendants Riot Games, Inc., Riot Games Direct, Inc., Riot Games
8 Merchandise, Inc., and Riot Games Productions, Inc. (“Riot”) (collectively, the “Parties”), have
9 negotiated and executed this proposed Amended Consent Decree, Government Enforcement Action and
10 Class Action Settlement (referred to as the “Consent Decree” or “Decree”). The Decree will resolve
11 *DFEH v. Riot Games, Inc. et al.*, Case No. 18STCV03957, and *DLSE v. Riot Games, Inc.*, Case No.
12 18STCV03957 (“Government Enforcement Actions”), and *McCracken et al. v. Riot Games, Inc.*, Case
13 No. 18STCV03957 (“Private Putative Class Action”), all currently pending in Los Angeles County
14 Superior Court, (collectively, the “Actions”).

15 The Parties seek to settle the Actions through this proposed Consent Decree, subject to the Court’s
16 approval and Final Entry of the Decree. The Parties agree to the entry of this Consent Decree as final
17 and binding settlement of the allegations raised in the Actions, including but not limited to those brought
18 under the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), the
19 California Equal Pay Act (Labor Code section 1197.5), the California Unfair Competition Law (Business
20 and Professions Code sections 17200 et seq.), and the California Private Attorneys General Act (Labor
21 Code sections 2698 et seq.). The Consent Decree represents a compromise of the disputed claims that
22 the Parties recognize would require protracted and costly litigation to determine. Riot denies that it has
23 engaged in any unlawful conduct as alleged in the Actions and nothing herein shall be construed as an
24 admission of wrongdoing.

25 As reflected in this Consent Decree and exhibits, the settlement terms are fair, reasonable,
26 adequate, and consistent with state law. To settle the Actions, the Parties propose a Gross Settlement
27 Amount of \$100,000,000, including a minimum of \$80,000,000 in a Settlement Fund to approximately
28 1,065 aggrieved female Riot employees and 1,300 aggrieved female Riot temporary contract workers

1 and up to \$20,000,000 to counsel fees and various costs, as specified herein. Riot will comply with
2 enforceable Injunctive Relief provisions under this Consent Decree that will provide additional relief to
3 female workers, including undergoing an independent expert analysis and an independent monitor audit
4 to determine whether additional workplace improvements are recommended, and an annual \$6,000,000
5 cash reserve for each year during the three-year term of the Decree to address Injunctive Relief. The
6 Injunctive Relief requires pay equity analyses and any appropriate pay adjustments to benefit female
7 workers, and forty (40) job opportunities to benefit female temporary agency contract worker applicants
8 at Riot.

9 **I. BACKGROUND**

10 In 2018, the DFEH opened an investigation into allegations of sexual harassment, discrimination,
11 and retaliation against female workers and temporary agency contractors at Riot. DFEH served notice
12 of its investigation on Riot in October 2018 and, on November 6, 2018, former Riot employees Melanie
13 McCracken and Jessica Negron filed a putative class action in Los Angeles Superior Court, *McCracken*
14 *et al. v. Riot Games, Inc. et al.* The class action complaint alleged the following violations of California
15 law on behalf of a class of current and former female employees: (1) violation of California Equal Pay
16 Act, (2) discrimination and retaliation in violation of California Equal Pay Act, (3) discrimination in
17 violation of the Fair Employment & Housing Act, (4) harassment in violation of the Fair Employment &
18 Housing Act, (5) retaliation in violation of the Fair Employment & Housing Act, (6) failure to prevent
19 discrimination and harassment in violation of the Fair Employment & Housing Act, and (7) violations of
20 Unfair Competition Law. On January 16, 2019, Plaintiffs McCracken and Negron added a representative
21 cause of action under the Private Attorneys General Act predicated on the Equal Pay Act violations.

22 In August 2019, Riot and the former proposed class counsel announced a class action settlement.
23 Former Plaintiff Melanie McCracken settled and dismissed her claims at that time and was replaced as a
24 proposed class representative by Plaintiff Gabriela Downie. Both DFEH and DLSE objected to the
25 proposed class action settlement on behalf of the aggrieved female Riot workers and the public interest
26 on January 8 and 9, 2020. On January 31, 2021, current Plaintiffs' Counsel substituted as counsel for the
27 former class counsel and withdrew the proposed class action settlement.

1 DLSE and DFEH moved to intervene in this Action on December 27, 2019 and February 25,
2 2020, and the Court granted intervention on January 31, 2020 and July 10, 2020, respectively. In its
3 Complaint in Intervention, DLSE alleged that Riot violated California's Equal Pay Act and related
4 provisions of the Labor Code. DLSE has the authority to respond to and investigate claims brought under
5 the Private Attorneys General Act, seeking penalties on behalf of the state, such as those alleged by
6 Private Plaintiffs. In its Amended Complaint in Intervention, DFEH alleged that Riot violated laws by
7 engaging in (1) sex and gender discrimination in hiring, assignment, pay, promotion, and related
8 discrimination; (2) sexual harassment; (3) retaliation; (4) a failure to take all reasonable steps necessary
9 to prevent discrimination and harassment from occurring (for the group/class of female workers and the
10 DFEH); and (5) recordkeeping violations.

11 On August 18, 2020, Plaintiffs Downie and Negron filed a Third Amended Complaint to add
12 Jessica Seifert, Mayanna Berrin, Irina Crudu, Antonia Galindo, and Gina Cruz Rivera as named Plaintiffs
13 and representatives under the Private Attorneys General Act. In their Third Amended Complaint, and
14 on behalf of themselves and all others similarly situated, Private Plaintiffs alleged that Riot violated
15 California's Equal Pay Act, Fair Employment and Housing Act, Unfair Competition Law, and are subject
16 to penalties under the Private Attorneys General Act. On January 25, 2021, Plaintiffs Jessica Negron,
17 Jessica Seifert, Mayanna Berrin, Irina Crudu, Antonia Galindo, and Gina Cruz Rivera were compelled to
18 arbitrate their claims except for their Private Attorneys General Act claim. As such, Plaintiffs Jessica
19 Negron, Jessica Seifert, Mayanna Berrin, Irina Crudu, Antonia Galindo, and Gina Cruz Rivera enter into
20 this Consent Decree as Private Attorneys General Act representatives only.

21 Plaintiffs, DFEH and DLSE have propounded extensive discovery in the Actions, and DFEH
22 engaged in vigorous motion practice in the Government Enforcement Actions, including four (4) motions
23 to compel discovery resulting in the production of over 113,000 documents and over seven (7) years of
24 employment records, in order to vigorously prosecute the Government Enforcement Actions and ensure
25 the fairness of the resolutions of the Actions. All Parties have also retained experts to assist in the
26 valuation and assessment of the Actions. Between October 26 and December 23, 2021, the Parties
27 participated in several sessions of a court-ordered Mandatory Settlement Conference with the assistance
28

1 of mediator Mark Rudy and the Honorable Daniel Buckley, and negotiated the terms of this Consent
2 Decree.

3 The Court, having considered the matter, and good cause appearing,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

5 **II. JURISDICTION**

6 The Court has jurisdiction over the parties and the subject matter of this lawsuit. The Complaints-
7 in-Intervention and the Private Action allege claims that, if proven, would authorize the Court to grant
8 the monetary and equitable relief set forth in this Decree against Riot. This Decree conforms with the
9 Code of Civil Procedure, the Fair Employment and Housing Act, and all other applicable law, and is not
10 in derogation of the rights and privileges of any person. The Court shall retain jurisdiction of the
11 Government Enforcement Actions (as defined further below) and the Private Action for the duration of
12 the Decree for the purposes of entering all orders, judgments, and decrees that may be necessary to
13 implement the relief provided herein.

14 The Parties agree jointly to file this proposed Consent Decree with the Superior Court of the State
15 of California, County of Los Angeles, and stipulate to entry of judgment on this Decree when it is final.
16 The stipulation shall request that the Court enter the Decree, and conditionally dismiss the Complaints-
17 in-Intervention in the Government Enforcement Actions without prejudice, while retaining jurisdiction
18 to enforce the Decree. The stipulation shall further request that the Government Enforcement Actions be
19 removed from the Court’s active caseload until further application by the Parties or order of the Court.

20 **III. GENERAL PROVISIONS**

21 **A. Definitions**

22 The terms described below shall have the meanings defined in this Section whenever used in this
23 Consent Decree, and for purposes of this Consent Decree only, including in all of its exhibits and Notice
24 of Settlement of Government Enforcement Actions and Private Class Action.

25 1. “Agency Counsel” means ~~Janette Wipper, Melanie Proctor,~~ Alexis McKenna, and Tony
26 Lawson of DFEH as counsel for both the DFEH and DLSE.

27 2. “Aggrieved Employees” for the purposes of settlement means all current and
28 former female Riot employees, temporary agency contractors who applied for permanent positions, and

1 [temporary agency contractors who worked in California from November 6, 2014 through the filing of](#)
2 [the original proposed Consent Decree \(December 27, 2021\).](#)

3 ~~2.3.~~ 3.3. “Calculated Share” means the Additional Payment(s), the Pre-Acquisition
4 Payment, and the Tenure Payment owed to Group/Class Members.

5 ~~3.4.~~ 3.4. “Claims Administrator” means Rust Consulting, which has been jointly designated
6 by Agency Counsel, Plaintiffs’ Counsel, and Riot to administer the Settlement Fund pursuant to Sections
7 VII, VIII, IX, and X below and orders of the Court. The Claims Administrator costs shall be paid out of
8 the Costs Fund. Any portion of the Costs Fund not used for the Claims Administrator or attorneys’ actual
9 costs will revert to the Settlement Fund.

10 ~~4.5.~~ 4.5. “Consent Decree” or “Decree” means consent judgment or stipulated judgment.

11 ~~5.6.~~ 5.6. “Costs Fund” means the \$3,000,000 set aside for claims administration costs and
12 fees, and Plaintiffs’ Counsel’s and Agency Counsel’s costs, subject to approval by the Court.

13 ~~6.7.~~ 6.7. “Court” means the Los Angeles County Superior Court, Department 6.

14 ~~7.8.~~ 7.8. “Effective Date” means the later of either (a) the Final Entry of the Consent Decree
15 and Final Approval of the class action settlement or (b) Final Entry of the Modified Consent Decree.

16 ~~8.9.~~ 8.9. “FEHA” means the Fair Employment and Housing Act, Government Code
17 sections 12900 et seq.

18 ~~9.10.~~ 9.10. “Female” means any person who has self-identified as female, or any person who
19 has not identified a gender, but who has a “female-identifying name.” Persons will have the opportunity
20 to contact the Claims Administrator, Agency Counsel and/or Plaintiffs’ Counsel if they are misidentified
21 or mistakenly excluded (and Agency Counsel, Plaintiffs’ Counsel or Riot or its counsel may direct
22 individuals with such concerns to the Claims Administrator).

23 ~~10.11.~~ 10.11. “Final Entry” of the Consent Decree refers to the date that the Court enters the
24 Consent Decree as final in an Order and grants final approval of the class action settlement as set forth
25 pursuant to the terms of this Consent Decree.

26 ~~11.12.~~ 11.12. “Government Complaints” means the Complaints-in-Intervention filed in the
27 Government Enforcement Actions.

28

1 12.13. “Government Enforcement Actions” means *DFEH v. Riot Games, Inc. et al.*, Case
2 No. 18STCV03957, and *DLSE v. Riot Games, Inc.*, Case No. 18STCV03957, currently pending in Los
3 Angeles County Superior Court.

4 13.14. “Group/Class Member” means all current and former female Riot employees,
5 temporary agency contractors who applied for permanent positions, and temporary agency contractors
6 who worked in California during the LiabilityClass Period, as further defined in Section III.C, below.
7 Group/Class Members include all Aggrieved Employees, as defined in Section III.A.2, above.

8 14.15. “Injunctive Relief” means enforceable programmatic or non-monetary relief
9 pursuant to the terms of this Consent Decree.

10 15.16. “LiabilityClass Period” means November 6, 2014 through the filing of the original
11 proposed Consent Decree- (December 27, 2021).

12 16.17. “Maximum Gross Settlement Amount” means \$100,000,000 and includes the
13 Settlement Fund, as defined below, as well as monies allocated to cover attorneys’ fees and the Costs
14 Fund.

15 17.18. “Monetary Relief” means the sum total of the monetary payments made to a
16 Group/Class Member pursuant to the terms of this Consent Decree, including the Minimum Payments,
17 the Tenure Payment, and Pre-Acquisition Payment, if applicable.

18 18.19. “Notice” means the Notice of Settlement of Government Enforcement Actions and
19 the Private Class Action that is to be mailed directly to Group/Class Members, as approved by the Court,
20 substantially in the form attached hereto as Exhibit A.

21 19.20. “Notice of Award” means the letter sent to each Group/Class Member specifying
22 the amount of the Group/Class Member’s award.

23 20.21. “PAGA” means Private Attorneys General Act of 2004, Labor Code sections 2698
24 et seq.

25 22. “PAGA Allocation” means the \$4,000,000 portion of the Settlement Fund allocated to
26 resolve the PAGA claims alleged in the Actions.

27 24.23. “PAGA Claims” for the purposes of settlement means PAGA claims for civil
28 penalties occurring from November 6, 2014 through Preliminary Approval that arise out of or are related

1 to the claims set forth in Plaintiffs’ PAGA notices to the LWDA on November 6, 2018 and April 17,
2 2020, the Private Action, and/or DLSE’s Complaint in Intervention, which are predicated on violations
3 of the California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k),
4 and 2699(f).

5 22-24. “PAGA Representatives” means Jessica Negron, Mayanna Berrin, Irina Crudu,
6 Jessica Seifert, Antonia Galindo, and Gina Cruz Rivera. “Parties” means DFEH, DLSE, Private Plaintiffs,
7 and Riot.

8 23-25. “Plaintiffs’ Counsel” and/or “Class Counsel” means Genie Harrison, Mia Munro,
9 and Andie Fields of the Genie Harrison Law Firm, APC, Joseph Lovretovich, Nicholas Sarris, and
10 Brooke Bellah of JML Law, APC. Appointment of these attorneys to serve as Class Counsel is subject
11 to approval by the Court.

12 24-26. “Plaintiff-Intervenors” means DFEH and DLSE.

13 25-27. “Private Action” means *McCracken et al. v. Riot Games, Inc.*, Case No.
14 18STCV03957, currently pending in Los Angeles County Superior Court.

15 26-28. “Private Plaintiffs” means Plaintiff Gabriela Downie, and PAGA Representatives
16 Jessica Negron, Mayanna Berrin, Irina Crudu, Jessica Seifert, Antonia Galindo, and Gina Cruz Rivera.

17 29. “Released Parties” means Riot, including each of their past and present successors,
18 subsidiaries, parents, holding companies, related or affiliated companies and divisions, assigns, joint
19 ventures, both individually and in their official capacities, as well as their past or present shareholders,
20 owners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers,
21 re-insurers, fiduciaries, successors and assigns, and any individual or entity who could be jointly liable,
22 and persons acting by, through, under or in concert with any of these persons or entities.

23 27-30. “Riot” means Riot Games, Inc., Riot Games Direct, Inc., Riot Games Merchandise,
24 Inc., and Riot Games Productions, Inc.

25 28-31. “Riot’s Counsel” means Catherine A. Conway, Katherine V.A. Smith, James
26 Zelenay, and Tiffany Phan of Gibson, Dunn & Crutcher LLP, and Roberta A. Kaplan and Gabrielle E.
27 Tenzer of Kaplan, Hecker & Fink, LLP.

1 29.32. “Settlement Fund” means a minimum of \$80,000,000 allocated to Group/Class
2 Member payments and PAGA Allocation.

3 30.33. “Temporary Staffing Agencies” means companies that Riot contracts with to
4 provide temporary agency contractors in California.

5 **B. Effective Date and Duration of Decree**

6 This Consent Decree shall be deemed effective on the later date of either (a) the Final Entry of
7 the Consent Decree and Final Approval of the class action settlement or (b) Final Entry of the Modified
8 Consent Decree (“Effective Date”). This Decree shall remain in effect for three years from the Effective
9 Date.

10 **C. Persons Covered by This Consent Decree**

11 1. Group/Class Member(s): “Group/Class Member(s)” are defined as all current and
12 former female employees, female temporary agency contractors, and female temporary agency
13 contractors who applied for permanent positions, at Riot in California during the LiabilityClass Period,
14 where “female” includes persons who have self-identified as female or who have not identified a gender
15 but have a “female-identifying name” as determined by a reputable neutral Claims Administrator.

16 2. Aggrieved Employee(s): “Aggrieved Employees” for the purposes of this
17 settlement are defined as all current and former female employees, female temporary agency contractors,
18 and female temporary agency contractors who applied for permanent positions, at Riot in California from
19 November 6, 2014 through the original filing of the proposed Consent Decree (December 27, 2021),
20 where “female” includes persons who have self-identified as female or who have not identified a gender
21 but have a “female-identifying name” as determined by a reputable neutral Claims Administrator.

22 2.3. Effect of Pending Arbitrations: Group/Class Members whose claims are pending
23 in arbitration in their private case will receive the Minimum Payment, even if they do not withdraw their
24 demands for arbitration. Group/Class Members who have withdrawn their demand for arbitration (with
25 the mutual consent of the parties to that arbitration) are eligible to participate in the Private Class Action
26 and the Government Enforcement Actions. Group/Class Members who have not withdrawn their demand
27 for arbitration (with the mutual consent of the parties to that arbitration) are eligible to participate in the
28 Government Enforcement Actions in the following manner: Group/Class Members who initiated their

1 pending claims (either in court or in arbitration) before the filing of the Government Enforcement Actions
2 will participate in the Government Enforcement Actions in the same manner as an opt-out (as described
3 in Sections IV and IX.E), and Group/Class Members who initiated their pending claims (either in court
4 or in arbitration) after the filing of the Government Enforcement Actions will participate in the
5 Government Enforcement Actions in the same manner as an opt-out who has declined to fully participate
6 in the Government Enforcement Actions (as described in Sections IV and IX.E). The Group/Class
7 Members whose claims are pending in arbitration in their private case will receive additional information
8 on the impact of their pending arbitration as part of the Notice.

9 3.4. Effect of General Releases: Riot expressly contends that Group/Class Members
10 who have signed a general release should not be permitted to participate in the Government Enforcement
11 Actions while Plaintiff-Intervenors contend that Group/Class Members who have signed a general release
12 may participate in the Government Enforcement Actions. In exchange for Plaintiff-Intervenors' release,
13 Plaintiff-Intervenors and Riot intend to compromise by acknowledging an offset in Group/Class
14 Members' settlement payments from this Decree if, as part of a settlement or severance agreement, they
15 signed a general release as set forth in Section IX.B. As a result, Group/Class Members who have signed
16 a settlement or severance agreement with a general release may participate in the Government
17 Enforcement Actions. Any such offset amounts will be reallocated to the Settlement Fund. In agreeing
18 that Group/Class Members who have signed a general release to participate in the Government
19 Enforcement Actions, Riot does not agree that Riot's general releases are not enforceable.

20 **D. Group/Class Size**

21 Based on discovery in this action to date, the approximate group/class size is 1,065 female
22 employees and 1,300 female temporary agency contractors ("Group/Class Size").

23 **E. Renegotiation of Settlement Fund**

24 Within fifteen (15) calendar days of Preliminary Approval of this Decree, Riot will provide a list
25 of Group/Class Members who are or were Riot employees to Agency Counsel and Plaintiffs' Counsel
26 for verification (Social Security Numbers will not be provided). The Parties will work together to obtain
27 reasonably complete information of temporary agency contractors. If the list of Group/Class Members
28 contains a number of historical female employees (defined as any Group/Class Member hired before

1 October 12, 2021) that is greater than 2% of 1,065, then the Parties will renegotiate the Settlement Fund.
2 If the list of Group/Class Members contains a total number of female temporary agency contractors that
3 is greater than 10% of 1,300, then the Parties will renegotiate the Settlement Fund. If the list of
4 Group/Class Members contains a total number of Riot’s female new hires (defined as Group/Class
5 Members hired after October 12, 2021) greater than 10% of 1,065, then the Parties will renegotiate the
6 Settlement Fund.

7 **IV. RELEASE OF CLAIMS**

8 Group/Class Members will release all claims asserted in the Government Enforcement Actions
9 and Private Action that arose during the [LiabilityClass](#) Period and through Preliminary Approval as set
10 forth below.

11 **A. Group/Class Members Who Do Not Opt Out**

12 In consideration of their allocated portion of the Settlement Fund and the other terms and
13 conditions of the Decree, Group/Class Members who do not opt out of the Private Class Action Settlement
14 as set forth in Section IX hereby fully and finally release Riot, including each of their past and present
15 successors, subsidiaries, parents, holding companies, related or affiliated companies and divisions, assigns,
16 joint ventures, both individually and in their official capacities, as well as their past or present shareholders,
17 owners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, re-
18 insurers, fiduciaries, successors and assigns, and any individual or entity who could be jointly liable, and
19 persons acting by, through, under or in concert with any of these persons or entities (“Released Parties”)
20 from any and all claims asserted in the Government Enforcement Actions or Private Action that arose
21 during the [LiabilityClass](#) Period and through Preliminary Approval, including claims for gender
22 discrimination and retaliation for complaining about gender harassment or discrimination in violation of
23 the California Equal Pay Act (Labor Code sections 1197.5(a) and 1197.5(k)), gender discrimination,
24 gender-based harassment, and retaliation for complaining about gender harassment or discrimination in
25 violation of the Fair Employment and Housing Act (Government Code sections 12940(a), 12940(j), and
26 12940(h)), failure to prevent gender-based discrimination, harassment, and retaliation in violation of the
27 Fair Employment and Housing Act (Government Code section 12940(k)), failure to maintain adequate
28 records in violation of California law (Government Code Section 12946 and Code of Regulations, Title 2,

1 section 11013), as well as violations of the California Unfair Competition Law (Business and Professions
2 Code section 17200, et seq.) (“Group/Class Member Released Claims”). As to Aggrieved Employees, the
3 PAGA Allocation of the Settlement Fund will resolve any PAGA Claims arising out of or related to the
4 claims set forth in Plaintiffs’ PAGA notices to the LWDA on November 6, 2018 and April 17, 2020, on
5 the Private ~~Attorneys General Act for~~Action, and/or on the DLSE’s Complaint in Intervention, which are
6 based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558,
7 1197.5(a), 1197.5(k), and 2699(f)-). This resolution of PAGA(“Group/Class Member Released Claims”)-
8 The Group/Class Member Released Claims shall extend through the Liability Period and from November
9 7, 2014 through Preliminary Approval. This release will not take effect unless and until Riot has provided
10 the necessary funds to the Claims Administrator pursuant to Section VIII.D of this Consent Decree.

11 The fact that Group/Class Members may hereafter discover legal arguments based on the same or
12 similar factual allegations in addition to or different from those they now know or currently believe to be
13 true with respect to the claims, causes of action and legal theories of recovery in the Private Action shall
14 in no way limit the scope or definition of the Released Claims. This paragraph does not apply to the
15 Government Enforcement Actions.

16 **B. Group/Class Members Who Opt Out**

17 ~~In consideration of the Monetary Relief set forth in Section VIII and IX and the other terms and~~
18 ~~conditions of the Decree,As to those~~ Group/Class Members who opt out of participating in the Private
19 Class Action Settlement or who have not withdrawn their arbitration demand pursuant to Section III.C
20 and are also Aggrieved Employees, the Monetary Relief set forth in Section VIII and IX and the other
21 terms and conditions of the Decree will nevertheless be deemed, as to hereby fully and finally release the
22 Released Parties from those individuals, resolve any and all PAGA claims for civil penalties that
23 ariseClaims arising out of or are related to the claims set forth in the Private Action including but not
24 limited to PAGA claims for alleged predicate violations of California Labor Code sections 201, 202, 203,
25 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and 2699(f) (~~“PAGA Released Claims”~~);that occurred
26 from November 6, 2014 through Preliminary Approval and which have been alleged in the notices
27 provided to the LWDA on November 6, 2018 and April 17, 2020, the Private Action and/or the DLSE’s
28 Complaint in Intervention.

1 Group/Class Members who opt out of the Private Class Action will not waive or release any other
2 individual claims they may hold against the Released Parties (~~other than~~although the PAGA Released
3 Claims will be resolved), and may pursue their individual claims consistent with applicable procedures, if
4 they do not fully participate in the Government Enforcement Actions.

5 **C. Group/Class Members Who Only Fully Participate in the Government Enforcement**
6 **Actions**

7 If a Group/Class Member opts out of the Private Class Action, or is not a part of the Private Class
8 Action (as described in Section III.C.3) then the Claims Administrator will write to the Group/Class
9 Member to confirm whether or not she wishes to fully participate in the Government Enforcement Action.
10 The Claims Administrator will explain the effect of her full participation in the Government Enforcement
11 Action, including any applicable release of her claims against Riot as specified herein. If the Group/Class
12 Member indicates a desire to fully participate in the Government Enforcement Actions, the Group/Class
13 Member will be provided, in addition to the Minimum Payment, with the applicable Calculated Share or
14 Offset Payment (as defined below at Section IX.B.). The Group/Class Member will be deemed to have
15 fully participated in the Government Enforcement Actions by depositing the applicable Calculated Share
16 or Offset Payment Share (as defined below at Section IX.B) and the Group/Class Member will release
17 claims according to Exhibit C-1. If the Group/Class Member declines to fully participate in the
18 Government Enforcement Actions, does not respond to the Claims Administrator, or has a pending
19 arbitration initiated after DFEH and DLSE initiated their Government Enforcement Actions, and does not
20 withdraw their demand for arbitration (with the mutual consent of the parties to that arbitration), the
21 Group/Class Member will be deemed to have declined full participation in the Government Enforcement
22 Action and the Group/Class Member's Calculated Share will be allocated to the cy pres organizations
23 identified in Section IX.H in exchange for the settlement of the Government Enforcement Action on her
24 behalf and such individual, because of her status as an Aggrieved Employee, will ~~release~~resolve only
25 ~~her~~the PAGA Released Claims pursuant to Section IV.B. Nothing within this Section is intended to make
26 any indication about the enforceability of Riot's existing releases.

1 the Court denies preliminary or final approval of the class action settlement without prejudice, the Parties
2 shall agree upon appropriate amendments as directed by the Court in order to resubmit this Decree.

3 **B. Modification Required**

4 In the event the Court denies preliminary or final approval of the class action settlement with
5 prejudice in the Private Action, the Court grants approval of the class action settlement in the Private
6 Action and that order and judgment is vacated or appealed as permitted by law, or Riot exercises its right
7 to withdraw as set forth in Section IX.E.4, the following will occur: DFEH, DLSE, and Riot will stipulate
8 to modification of the Consent Decree to limit the signatories to Plaintiff-Intervenors and Riot, and for
9 certainty, Plaintiff-Intervenors and Riot agree to a modified Settlement Fund of \$70,000,000, that will be
10 paid to the Claims Administrator within the same thirty (30) day period. This payment is in addition to
11 Agency Counsel's fees and the Cost Fund. The Injunctive Relief will not be modified. DFEH, DLSE,
12 and Riot will make significant efforts to ensure that all applicable Group/Class Members receive, deposit,
13 and cash their settlement payments, including but not limited to holding all uncashed checks for nine
14 months prior to redistribution and allocation to a cy pres fund. DFEH, DLSE, and Riot shall submit a
15 modified Consent Decree with the Court within thirty (30) calendar days.

16 DFEH and DLSE, at their sole option, may delay implementation of Section VI.B in response to
17 a legal challenge to the Private Action in order to protect the interests of the aggrieved workers and the
18 State of California.

19 **C. Severability**

20 If one or more provisions of the Decree are rendered unlawful or unenforceable, the Parties shall
21 make good faith efforts to agree upon appropriate amendments to this Decree to effectuate the purposes
22 of the Decree. If the Parties are unable to reach agreement, the Court shall order appropriate alternative
23 provisions to effectuate the purposes of the Decree. Should one or more provisions of this Decree be
24 deemed unlawful, all other lawful and enforceable provisions will remain in full force and effect.

25 **VII. COURT APPROVAL PROCESS**

26 **A. Motions for Approval**

27 The Parties shall jointly move the Court for Preliminary Approval of this Consent Decree separate
28 and apart from Private Plaintiffs' Motion for Preliminary Approval of Class Settlement. These motions

1 will be filed on the same day. DFEH and DLSE will not participate or be bound by the Motion for
2 Preliminary Approval of Class Settlement because DFEH and DLSE are not subject to class certification
3 requirements under Code of Civil Procedure section 382.

4 Private Plaintiffs and Riot stipulate to the certification of the Settlement Class in the Private Action
5 for the purposes of settlement only as a term of this Decree. Private Plaintiffs shall file with the Court a
6 Motion for Order Granting Preliminary Approval of Class Certification for Settlement Purposes and
7 supporting papers, which shall include this Decree (collectively, the “Motion for Preliminary Approval”).
8 The Motion for Preliminary Approval will request: (1) preliminary approval of the terms of this Decree
9 as applicable to the Private Action; (2) approval of the notice to Group/Class Members, settlement
10 administration procedures, and appointment of a Claims Administrator; and (3) that the Court schedule a
11 Final Approval Hearing to determine the question of whether the terms of this Decree, as applicable to the
12 Private Action, should be finally approved as fair, adequate and reasonable as to the Group/Class Members.
13 The Parties will not object to the Motion for Preliminary Approval so long as said Motion conforms to the
14 Decree.

15 **B. Claims Administrator**

16 The Claims Administrator shall: (1) prepare and mail necessary notices and release to Group/Class
17 Members; (2) establish and operate a website designed to provide information to and communication with
18 Group/Class Members; (3) receive and evaluate claims eligibility; (4) seek additional information from
19 Group/Class Members, when appropriate; (5) receive and file opt-out statements and objections; (6)
20 respond to questions from potential Group/Class Members; (7) maintain a toll-free number for
21 communicating with Group/Class Members; and (8) any other duties necessary to carry out its
22 responsibilities set forth in this Decree, including the creation and administration of the Settlement Fund
23 as a Qualified Settlement Fund and distribution of any Cy Pres funds. The Claims Administrator will
24 keep confidential all information obtained during administration of this Decree and will establish
25 safeguards to protect such information, such as social security numbers, home addresses, and phone
26 numbers, from inadvertent disclosure or release.

1 **C. Production by Riot of Name and Address List for Notice of Settlement**

2 No later than ~~fifteen~~ fourteen (14) calendar days after the Court grants Preliminary Approval
3 of the Decree and Preliminary Approval of the Class Settlement, Riot shall furnish the Claims
4 Administrator, Agency Counsel and Plaintiffs' Counsel, in computer-readable form, with the names of all
5 Riot employee Group/Class Members to receive the Notice of Settlement of Government Enforcement
6 Actions and Class Action ("Notice"), as well as the dates of employment for those individuals in Riot's
7 records. Riot will also furnish to the Claims Administrator, Agency Counsel, and Plaintiffs' Counsel (1)
8 the names of Group/Class Members who signed general releases and the amounts they received; and (2)
9 the names of Group/Class Members with claims pending in arbitration and the date those arbitrations were
10 initiated. The Parties will work together to obtain reasonably complete information of temporary agency
11 contractor Group/Class Members, including by utilizing the data and documents that have been obtained
12 to date through this litigation. To the extent that Riot has the last known addresses (including electronic
13 communication addresses), last known phone numbers and Social Security numbers in Riot's relevant
14 databases, Riot will also furnish this information to the Claims Administrator. The list of the names and
15 addresses is the "Notice List."

16 **D. Notice to Group/Class Members**

17 **1. Notice Packet**

18 Once the Court enters an Order granting Preliminary Approval of the Decree and Preliminary
19 Approval of the Class Settlement, every Group/Class Member on the Notice List will be provided with a
20 Notice Packet that contains the Notice and the Release approved by the Court.

21 The Notice will include, nonexclusively, information regarding the nature of the Actions, a
22 summary of the substance of the Decree's terms, the Group/Class definition, each Group/Class Member's
23 work weeks or months worked, the procedure for participating in the Government Enforcement Action,
24 opting out or objecting to the Class Settlement, as defined herein, and the date for the Final Approval
25 Hearing. The Notice will also advise Group/Class Members whose claims are pending in arbitration or
26 who have signed general releases with Riot during the LiabilityClass Period of their rights to relief
27 described in Section III.C herein. The Notice will make clear to the Group/Class Members who are solely
28 participants in the Government Enforcement Actions (as set forth in Section IV.C) that they will not have

1 an opportunity to object or opt-out of the Private Class Action Settlement. The Notice will also advise
2 Group/Class Members of their right to discuss and/or disclose information about unlawful acts in the
3 workplace, including but not limited to harassment or discrimination.

4 Anyone incorrectly identified as female may notify the Claims Administrator. Any current or
5 former Riot employee or temporary contractor may contact the Claims Administrator to correct, confirm,
6 or otherwise provide information about their gender for purposes of participating in the Government
7 Enforcement Action or Class Action Settlement.

8 **2. Timing for Mailing**

9 No later than ~~thirty (30)~~twenty-eight (28) calendar days after the Order granting Preliminary
10 Approval of the Decree and Preliminary Approval of the Class Settlement, and sooner if practicable, the
11 Claims Administrator shall mail a Notice Packet to each Group/Class Member's last known physical
12 address via first class mail with an addressed and stamped return envelope. The Claims Administrator
13 shall also send a Notice Packet to each Group/Class Member by email to their last known electronic mail
14 address. The Claims Administrator shall also set up a dedicated web portal for dissemination and receipt
15 of information to and from Group/Class Members. Thirty (30) days after this initial mailing, a Reminder
16 Postcard directing the Group/Class Members to the dedicated web portal shall be sent to each Group/Class
17 Member.

18 **3. Notice of Final Approval Hearing**

19 No later than thirty (30) days after the Notice is mailed out, the Claims Administrator shall mail a
20 notice to each Group/Class Member's last known physical address via first class mail of the date, time,
21 and location of the Final Approval Hearing and the notice will inform each Group/Class Member that the
22 deadline for filing objections to the Approval of Class Certification for Settlement Purposes and the
23 Private Class Action Settlement must be filed with the court no later than sixty (60) days after notice is
24 provided.

25 **3.4. Undeliverable Notice Packets**

26 The Claims Administrator shall trace through search databases all Group/Class Members for
27 whom the mail, email or message was returned undelivered. All Group/Class Members who are thus
28 located shall be sent a Notice Packet.

1 **E. Final Approval**

2 Within ~~fourteen (14)~~thirty (30) days following the ~~expiration~~mailing of the ~~objection and opt-out~~
3 ~~deadlines set forth herein~~Notice Packet, the Parties shall move the Court for Final Entry and Judgment
4 thereon of this Decree. Private Plaintiffs shall file with the Court a Motion for Order Granting Final
5 Approval of the Class Action Settlement and Entering Judgment, which complies with applicable law
6 governing class action settlements. The purpose of the Final Approval Hearing and the related notification
7 provisions of the Decree is to provide all persons who may be affected by the terms of the Decree with
8 notice and an opportunity to present objections to the class settlement prior to Final Entry of the Decree.
9 The Parties will not object to the Motion for Final Approval so long as said Motion conforms to the Decree.

10 Except as provided in Section VI.B, the Parties agree and acknowledge that no monies provided
11 for in this Decree shall be paid out unless and until the Court enters Final Entry of the Decree and grants
12 Final Approval of the class action settlement.

13 **VIII. MONETARY RELIEF**

14 **A. Gross Settlement Amount**

15 In exchange for the releases set forth in Section IV, as well as the other promises herein, and in
16 addition to compliance with injunctive relief provisions and excluding Riot’s employer payroll tax
17 obligations as discussed in Section VIII.E, Riot will pay \$100,000,000 as follows (“Gross Settlement
18 Amount”):

- 19 1. A minimum of \$80 million for the Group/Class Members and PAGA Allocation
20 defined below (“Settlement Fund”).
- 21 2. \$5 to \$8.5 million for Agency Counsel’s fees, the final amount to be determined
22 by the Court upon fee petition pursuant to Section X [Attorneys’ Fees and Costs].
- 23 3. \$5 to 8.5 million for Plaintiffs’ Counsel’s fees, the final amount to be determined
24 by the Court upon fee petition pursuant to Section X [Attorneys’ Fees and Costs].
- 25 4. \$3 million for claims administration costs and fees, and Plaintiffs’ Counsel’s and
26 Agency Counsel’s costs upon petition and subject to approval by Judge the Court (“Costs Fund”)
27 pursuant to Section X [Attorneys’ Fees and Costs].
28

1 None of the above amounts will revert to Riot, unless preliminary approval or final approval of
2 the class settlement is denied with prejudice, or approval is vacated or appealed as permitted by law, at
3 which point Riot and Agency Counsel will stipulate to modify the Consent Decree as set forth in Section
4 VI [Modification and Severability]. The Agency Counsel Fees shall not revert to Riot and will be paid as
5 set forth in Section X [Attorneys' Fees and Costs]. If preliminary approval or final approval of the class
6 settlement is denied with prejudice, or approval is vacated or appealed as permitted by law, Plaintiffs'
7 Counsel's fees and a maximum of \$350,000 in Plaintiff's Counsel's costs will revert to Riot. The
8 remainder of the Costs Fund will not revert. Class Representative Gabriela Downie will not receive a
9 separate representative enhancement although her contributions to this litigation will be recognized by
10 virtue of her participation.

11 **B. PAGA Allocation**

12 Subject to the Court's approval, the Parties agree that \$4 million of the minimum \$80 million
13 Settlement Fund will be allocated to resolve the State of California's PAGA claims, including the PAGA
14 Representatives' PAGA claims brought on behalf of the State of California ("PAGA Allocation"). 75%
15 of the PAGA Allocation will be paid to the DLSE and 25% of the PAGA Allocation will be distributed
16 to [Group/Class Members Aggrieved Employees](#), regardless of whether they exclude themselves pursuant
17 to Section IX. The latter portion shall be specifically allocated to the Minimum Payments, to ensure that
18 all [Group/Class Members Aggrieved Employees](#) receive a portion of the PAGA Allocation regardless of
19 whether they exclude themselves pursuant to Section IX.

20 **C. Settlement Payment Tax Documentation**

21 The portion allocated to wages for current or former employees shall be subject to all applicable
22 withholdings and reported on an IRS Form W-2 by the Claims Administrator. Settlement payments for
23 current or former temporary agency contractors shall be reported on an IRS Form 1099 by the Claims
24 Administrator. For individuals who were, at various times, both an employee and a temporary agency
25 contractor, the Claims Administrator will attempt to divide the "wages" portion of any settlement payment
26 to W-2 and 1099 proportional to the amount of time the applicable individual was an employee and a
27 temporary agency contractor, respectively. The portion treated as compensation for personal injuries,
28 interest, and penalties for current or former employees and temporary agency contractors shall be reported

1 on an IRS Form 1099, Box 3 (Other Income) by the Claims Administrator. After appropriate tax
2 withholding from each Group/Class Member's payment from the Settlement Fund, the Claims
3 Administrator will pay all such withheld funds to the appropriate state and federal taxing authorities. The
4 Claims Administrator shall provide each Group/Class Member with appropriate documentation setting
5 forth the amount of any tax or other deductions in accordance with state and federal tax requirements. The
6 Parties agree that the treatment of individual Group/Class Member settlement payments is consistent with
7 the substance of the Actions. The Parties agree to discuss potential modification of this taxation proposal
8 if further tax guidance provides for different allocation.

9 **D. Funding of Gross Settlement**

10 Riot shall provide the Gross Settlement Amount to the Claims Administrator within fifteen (15)
11 calendar days of the Court's Final Entry of this Decree and granting final approval of the class settlement,
12 unless the Modification and Severability provisions herein in Section VI apply. The Gross Settlement
13 Amount shall be paid into an appropriate interest maximizing, Qualified Settlement Fund ("QSF") created
14 and managed by the Claims Administrator. The Claim Administrator shall handle such monies pursuant
15 to the terms of this Decree.

16 **E. Tax Obligations**

17 **1. Employers' Responsibility for Taxes**

18 As to the portion of Group/Class Members' settlement proceeds that constitute wages, Riot will
19 be separately responsible for its share of any employer payroll taxes for Riot's employees, including the
20 employer FICA, FUTA, and SUI contributions (if applicable), which shall not be paid from the Gross
21 Settlement Amount. Riot will not be responsible for any employer payroll taxes for any temporary agency
22 contractors and temporary agency contractors will be responsible for tax obligations for settlement
23 payments reported on an IRS Form 1099 by the Claims Administrator. Riot's agreement to these terms
24 is not intended to indicate that Riot is or should have been the employer of any temporary agency
25 contractor.

26 **2. Parties' and Group/Class Members' Responsibility for Taxes**

27 Each Group/Class Member will be solely responsible for their own tax obligations, other than the
28 tax withholdings made by the Claims Administrator from each Group/Class Members' wage payments.

1 The Parties agree and understand that neither Party has made any representations regarding the tax
2 obligations or consequences, if any, related to this Decree. The Parties agree that except for the Claims
3 Administrator's taxes and withholdings on wage payments, Riot, each Plaintiff, and each Group/Class
4 Member are solely responsible for determining the tax consequences of payments made pursuant to this
5 Decree and for paying taxes, if any, which are determined to be owed by each of them or on such payments
6 (including withholdings, penalties and interest related thereto) by any taxing authority, whether state, local,
7 federal, or foreign taxing authority. Riot will not be responsible for any Group/Class Member's taxes or
8 treatment of the tax consequences (including withholdings, penalties and interest related thereto).

9 **3. Payment of Employer's Share of Payroll Taxes**

10 The Claims Administrator will give Riot an estimate of the employer's share of payroll taxes
11 within five (5) calendar days of sending out the Notice. Upon calculation of each Group/Class Member's
12 estimated Monetary Relief, and within three (3) calendar days after Final Entry (if not sooner), the Claims
13 Administrator shall advise Riot of the amount of the employer's share of payroll taxes. Riot will provide
14 the estimated amount of the employer's share of payroll taxes to the Claims Administrator at the same
15 time that Riot provides the Gross Settlement Amount. To the extent there are any excess funds from the
16 Claims Administrator's estimate of the employer's share of taxes that ultimately are not needed to pay
17 such taxes, those funds shall be returned to Riot. Such return shall not be made until after complete
18 distribution of the Gross Settlement Amount.

19 **4. Settlement Impact on Employee Benefits**

20 Riot will not use the Monetary Relief for determination of eligibility for, or calculation of, any
21 employee benefits (e.g. vacations, holiday pay, retirement plans, etc.) of the Group/Class Members and
22 Riot will not modify the Group/Class Members' previously credited hours of service or other eligibility
23 criteria under any employee pension benefit plan or employee welfare plan sponsored by Riot, unless
24 otherwise required by law. In addition, Group/Class Members may not contribute any portion of their
25 Monetary Relief to Riot's 401(k) or other benefit plans if they exist.

1 **IX. SETTLEMENT FUND DISTRIBUTION**

2 **A. Minimum Monetary Relief from the Settlement Fund**

3 Each Group/Class Member who worked at Riot during the LiabilityClass Period shall receive a
4 minimum payment of \$5,000, and each Group/Class Member who was placed as a temporary agency
5 contractor at Riot during the LiabilityClass Period shall receive a minimum payment of \$2,500, whether
6 or not they opt out of the Private Class Action Settlement or fully participate in the Government
7 Enforcement Actions (“Minimum Payment”). The Minimum Payment will be treated for taxation
8 purposes -as 50% wages and 50% compensation for personal injuries, interest, and penalties.

9 **B. Additional Monetary Relief from the Settlement Fund**

10 After distribution of the Minimum Payment, the remainder of the Settlement Fund will be divided
11 and distributed to Group/Class Members -as follows:

12 a. Additional Payment(s): Each Group/Class Member will receive payments as
13 follows:

14 (i) Group/Class Members who worked as employees for Riot will receive
15 payments as follows:

- 16 1. Commenced employment on or after January 1, 2019: \$15,000
17 2. Commenced employment on or after January 1, 2016 but prior to
18 January 1, 2019: \$25,000
19 3. Commenced employment prior to January 1, 2016: \$35,000

20 (ii) Group/Class Members who worked as temporary agency contractors for
21 Riot will receive payments as follows:

- 22 1. Placed at Riot on or after January 1, 2019: \$5,000
23 2. Placed at Riot on or after January 1, 2016 but prior to January 1,
24 2019: \$7,500
25 3. Placed at Riot prior to January 1, 2016: \$10,000

26 If a Group/Class Member who participates in the settlement was both a Riot employee and
27 temporary agency contractor during the LiabilityClass Period, the Group/Class Member will receive the
28 greater amount allocated to employees hired at the same time that the temporary agency contractor began

1 work at Riot and not the amount allocated to temporary agency contractors. If a Group/Class Member
2 was re-hired at any point during the [LiabilityClass](#) Period, the Group/Class Member will receive the
3 highest payment option available in IX.B.a.i. based on combined tenure.

4 These payments to each Group/Class Member will be considered the “Additional Payment(s).”
5 The Additional Payments will be treated for taxation purposes as 50% wages and 50% compensation for
6 personal injury, interest and penalties.

7 b. Pre-Acquisition Payment: In addition to the Additional Payment(s), each
8 Group/Class Member who was a Riot employee in 2015 or earlier and who participates in the settlement
9 will receive an additional payment of \$40,000 (“Pre-Acquisition Payment”). This Pre-Acquisition
10 Payment will be treated for taxation purposes as wages.

11 c. Tenure Payment: After allocating the Minimum Payments, the Additional
12 Payment(s), the Pre-Acquisition Payment, and the distribution to the DLSE for the PAGA Allocation, the
13 remainder of the Settlement Fund will be divided into the “Tenure Fund.” Group/Class Members who
14 participate in the settlement will be eligible to receive a payment from the Tenure Fund as follows:

15 (i) Group/Class Members who were employees of Riot will receive 1 point for
16 each month worked as an employee during the [LiabilityClass](#) Period;

17 (ii) Group/Class Members who worked as temporary agency contractors for
18 Riot will receive .5 point for each month worked for Riot during the [LiabilityClass](#) Period.

19 The Claims Administrator will calculate the total number of points assigned to all Group/Class
20 Members and divide the Tenure Fund by the total number of points to reach a Tenure Fund Share Value.
21 Each Group/Class Member who does not opt out of the Class Action Settlement or fully participates in
22 the Government Enforcement Actions will receive a payment equivalent to the Group/Class Member’s
23 total number of points multiplied by the Tenure Fund Share Value (the “Tenure Payment”). The Tenure
24 Payment will be treated for taxation purposes as 50% wages and 50% compensation for personal injury,
25 interest and penalties.

26 d. General Release Group/Class Members: Group/Class Members who signed a
27 general release prior to the date of filing of this Decree will receive the Minimum Payment, and may also
28 receive additional amounts from the Settlement Fund, as follows:

1 (i) Group/Class Members who signed a general release are entitled to
2 participate in the Government Enforcement Actions, and the Notice will inform them that they do not have
3 to exclude themselves from the settlement. The Parties agree that any payment made pursuant to this
4 Section is not intended to be an indication about the enforceability of Riot’s general releases. The Claims
5 Administrator will account for Group/Class Members who, as part of a settlement or severance agreement,
6 signed general releases during the LiabilityClass Period when calculating the Additional Payment(s), the
7 Pre-Acquisition Payment, and the Tenure Payment owed to Group/Class Members.

8 1. If the sum total of a Group/Class Member’s Calculated Share
9 exceeds the value of the payment the Group/Class Member received in exchange for the general release,
10 the Group/Class Member will receive a check, subject to appropriate tax withholdings, for the value of
11 that difference in addition to the Minimum Payment.

12 2. If the sum total of a Group/Class Member’s Calculated Share does
13 not exceed the value of the payment received in exchange for the general release, the Group/Class Member
14 will only receive the Minimum Payment.

15 3. The resulting calculation after accounting for the payment received
16 in exchange for the general release shall be known as the “Offset Payment.”

17 e. Group/Class Members Who Opt Out: To the extent any Group/Class Member
18 decides to opt out of the Private Class Action Settlement and also decides to not fully participate in the
19 Government Enforcement Actions, the sum total of the Group/Class Member’s Additional Payment, Pre-
20 Acquisition Payment (if applicable), and Tenure Payment will instead be allocated to the cy pres
21 organizations designated in Section IX.H in exchange for the settlement of the Government Enforcement
22 Actions on her behalf. A cy pres payment cannot form the basis for any offset in future litigation by a
23 Group/Class Member who has opted out of the Private Class Action Settlement and not fully participated
24 in the Government Action.

25 **C. Preliminary Calculations of Minimum Payments, Additional Payments, Pre-
26 Acquisition Payments and Tenure Payments**

27 No later than ~~thirty~~ (30)twenty-one (21) calendar days after the Order Granting Preliminary
28 Approval of the Decree, the Claims Administrator shall furnish to counsel for the Parties, in computer-

1 readable format, its preliminary calculations of the Minimum Payments, the Additional Payment(s), the
2 Pre-Acquisition Payment and Tenure Payment to be paid to Group/Class Members. In addition, the
3 Claims Administrator shall furnish to counsel for the Parties with information supporting the calculation
4 of each Group/Class Member. Counsel for the Parties can present any corrections or objections within
5 ~~five~~ (two (2)) days of receipt of the calculations. The Claims Administrator shall make appropriate
6 corrections and present them to counsel for the Parties for approval within five (5) days. The Parties will
7 work together to comply with the Medicare Secondary Payer Act concerns.

8 **D. Group/Class Member Disputes of Tenure Payment**

9 If a Group/Class Member disagrees with the tenure calculations included in the mailed Notice
10 Packet, the Group/Class Member must complete and send a notice of dispute to the Claims Administrator,
11 together with any supporting written documentation. Such documentation may consist of official records,
12 pay stubs, weekly schedules or personal logs. To be considered, the notice of dispute and supporting
13 written documentation must be received by the Claims Administrator no later than twenty-five (25)
14 calendar days after the postmark date of the Reminder Postcard. The Claims Administrator shall
15 immediately notify counsel for all Parties of any such disputes by sharing with all counsel the notice of
16 dispute and any documentation submitted by a Group/Class Member in support of the dispute. The Claims
17 Administrator shall make the final determination regarding the dispute based on the written documentation
18 submitted by the Group/Class Member and any materials submitted by counsel for all Parties within five
19 (5) business days of receipt of the notice of dispute and supporting written documentation, and no later
20 than prior to the Final Approval Hearing. The Claims Administrator shall inform counsel for all Parties
21 and the Group/Class Member of the final determination.

22 **E. Objections to and Exclusions from Settlement Fund**

23 Group/Class Members who are eligible to opt out of the Private Class Action Settlement pursuant
24 to this Decree may object to the proposed Class Certification for Settlement Purposes and the Private Class
25 Action Settlement or opt-out of the Private Class Action Settlement. Group/Class Members may not
26 object to or opt-out of the Injunctive Relief provisions of this Decree. Group/Class Members who opt out
27 will not have the opportunity to object to the Private Class Action Settlement and will be explicitly
28 informed as such in the Notice and in any opt out statement.

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1. Objections

Group/Class Members objecting to the terms of proposed Approval of Class Certification for Settlement Purposes and the Private Class Action Settlement must do so in writing ~~at least thirty (30) days prior to the scheduled Final Approval Hearings~~sixty (60) days after Notice is mailed, although the Court may entertain belated objections at the Court’s discretion. The written objection must be sent to the Claims Administrator on or before the date specified in the Preliminary Approval Order. The Claims Administrator will record the date of receipt of the objection and forward it to Riot, Agency Counsel, and Plaintiffs’ Counsel within two (2) business days following receipt. The Claims Administrator will also file the original objections with the Clerk of the Court no later than ~~five (5) ten (10)~~ days prior to the scheduled Final Approval Hearing date and provide a report to the Court and all counsel containing the identity of all objectors. The Claims Administrator shall retain copies of all written objections until such time as it has completed its duties and responsibilities under this Decree. Group/Class Members who wish to opt-out of the Private Class Action Settlement may not object to the Class Certification for Settlement Purposes and Private Class Action Settlement Approval. The Parties may file a response to any objections up to ten (10) days prior to the date of the Final Approval Hearing.

2. Exclusions

Group/Class Members may exclude themselves, or opt-out, of the Private Class Action Settlement. Any request for exclusion must be in the form of a written “Opt-out” statement sent to the Claims Administrator. Information on how to opt-out of the Private Class Action Settlement shall be made available by the Claims Administrator. If a Group/Class member opts-out of the Private Class Action Settlement, the Group/Class Member will be unable to fully participate in the Government Action unless they confirm otherwise to the Claims Administrator as discussed in Section IV.C and below. A person wishing to opt-out must sign a statement which includes the following language:

I understand that I am requesting to be excluded from the Private Class Action Settlement. I understand that I will not receive any monetary relief beyond the Minimum Payment. I understand that I may bring a separate legal action seeking individual damages, penalties, or other relief, but may receive nothing or less than what I would have received by fully participating in this settlement. I understand that Riot may claim an offset for any payments received by me in this settlement against any later award of individual relief I may receive. I understand that by opting out, I may still be required to administratively exhaust any claim that I may bring. I also understand that the State of California brought Government

1 Enforcement Actions on my behalf and on behalf of other female workers
2 against Riot. I understand that I will receive the Minimum Payment and the
3 benefit of the injunctive relief as a result of the Government Enforcement
4 Actions, whether or not I participate in the Private Class Action. I
5 understand that the Claims Administrator will be following up with me to
6 confirm whether or not I want to fully participate in the Government
7 Enforcement Actions. I understand that if I do not fully participate in the
8 Government Enforcement Actions, I will only receive the Minimum
9 Payment, and any remaining monetary relief I am entitled to will be
10 allocated to a cy pres fund, which cannot be used as an offset against my
11 recovery in any future action I may bring.

12 A Class Member submitting an Opt-out statement shall sign and date the statement and deliver it
13 to the Claims Administrator at least thirty (30) days prior to the scheduled Final Approval Hearing, as
14 specified in the Preliminary Approval Order. The Claims Administrator shall date stamp the original of
15 any Opt-out statement and serve copies on Riot, Agency Counsel, and Plaintiffs' Counsel within two (2)
16 business days of receipt of such statement. The Claims Administrator will also file the original Opt-out
17 statements with the Clerk of the Court no later than ~~five (5)~~ ten (10) days prior to the scheduled Final
18 Approval Hearing date and provide a report to the Court and all counsel containing the identity of all
19 Group/Class Members that have requested to be excluded from the Private Class Action Settlement. The
20 Claims Administrator shall retain copies of all Opt-out statements until such time as it has completed its
21 duties and responsibilities under this Decree.

22 The Claims Administrator will also reach out to the Group/Class Member submitting the Opt-out
23 statement to confirm whether or not the Group/Class Member wants to forgo fully participating in the
24 Government Enforcement Actions. If the Group/Class Member does forgo full participation, the
25 Group/Class Member's remaining share of Monetary Relief will be allocated to the cy pres organizations
26 set forth in Section IX.H. This confirmation can be obtained through email, or written confirmation. If
27 the Group/Class Member confirms that she does want to fully participate in the Government Enforcement
28 Actions, the Claims Administrator will provide her with information about her rights to obtain relief
through this Decree, including the information set forth in Section III.C (if applicable). A lack of a
response to a written communication from the Claims Administrator shall also be deemed as confirmation
that the Class Member is foregoing fully participating in the Government Enforcement Action.

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3. Rescission of Class Member Opt-outs

Riot and Private Plaintiffs recognize that some Class Members who initially submit Opt-out forms seeking exclusion may, upon further reflection, wish to withdraw or rescind such Opt-out statements. Riot and Private Plaintiffs agree that Class Members shall be permitted to withdraw or rescind their Opt-out statements by submitting a “Rescission of Opt-out” statement to the Claims Administrator. The Rescission of Opt-out statement shall include the following language:

I previously submitted an Opt-out statement seeking exclusion from the private class action settlement. I have reconsidered and wish to withdraw my Opt-out statement. I understand that by rescinding my Opt-out I will be eligible to receive an additional payment from the settlement fund and may not bring a separate legal action against Riot seeking damages.

A Class Member submitting such a rescission statement shall sign and date the statement and cause it to be delivered to the Claims Administrator no later than fifteen (15) calendar days before the Final Approval Hearing.

The Claims Administrator shall stamp the date received on the original of any Rescission of Opt-out statement and serve copies to Riot, Agency Counsel, and Plaintiffs’ Counsel no later than (2) days after receipt thereof and shall file the date-stamped originals with the Clerk of the Court no later than ~~five~~ ten (10) business days prior to the date of the Final Approval Hearing and provide a report to the Court and all counsel containing the identity of all Group/Class Members that have requested to rescind their request to be excluded from the Private Class Action Settlement. The Claims Administrator shall retain copies of all Rescissions of Opt-out statements until such time as the Claims Administrator is relieved of its duties and responsibilities under this Decree.

4. Right to Withdraw from Class Action Settlement

If the number of individuals who opt out of the Private Class Action Settlement in the manner provided in this Settlement exceeds ten percent (10%) of the Group/Class Size, then Riot, at its sole option, shall have the right to void the Private Class Action Settlement no later than three (3) business days prior to the Final Approval Hearing. Section IX.E.4 will not apply to any one who is not a part of the Private Class Action Settlement because Riot required them to exclude themselves in exchange for a separation or severance agreement. If Riot exercises this option, Riot’s obligations to resolve the Government

1 Enforcement Actions through the Consent Decree shall not cease. In such event, the Modification of the
2 Decree applies, pursuant to Section VI.

3 **5. Final Payment**

4 No later than twenty-one (21) days after the Effective Date, the Claims Administrator shall begin
5 mailing via certified mail, return receipt requested, checks for payment to Group/Class Members. Any
6 checks issued by the Claims Administrator to Group/Class Members shall expire one hundred and twenty
7 (120) calendar days from issuance. In the event a settlement check payable to a Group/Class Member
8 expires, that individual shall have the right to submit a request to the Settlement Administrator for
9 reissuance of the check if funds remain available. Group/Class Members who sign, deposit and/or cash their
10 settlement checks fully participate in the Government Enforcement Actions, even if they opt out of the
11 Private Class Action Settlement. The Notice will provide this information to Group/Class Members.

12 **F. Returned or Non-Cashed Checks**

13 The Claims Administrator will contact any Group/Class Members whose check is returned or not
14 cashed within ninety (90) days to verify the correct address for receipt of the check.

15 **G. Distribution of Unclaimed Portion of Group/Class Member Payment**

16 All unclaimed funds, including shares of Group/Class Members who could not be located, checks
17 not cashed within the time limit, or undistributed accrued interest, shall be distributed on a pro rata basis
18 to Group/Class Members who cashed their settlement checks (“Redistribution”). The Claims
19 Administrator shall make at least three (3) Redistributions until no more than \$2,500,000 remains in the
20 Settlement Fund.

21 **H. Cy Pres**

22 If after Redistributions, the remaining sum is \$2,500,000 or less, the remaining sum shall be
23 donated in equal parts to the non-profit organizations Women in Games
24 (<https://www.womeningames.org/>), National Center for Women & Information Technology, and
25 Rewriting the Code. The Parties agree these organizations have a nexus to the basis for the litigation. . To
26 the extent any designated cy pres organization does not meet these requirements, the Parties will promptly
27 notify the Court and present an alternative proposal.

1 incurred in the administration of the settlement and/or Consent Decree. To the extent that less than
2 \$2,300,000 is incurred in settlement administration, then the remaining amount shall be allocated to the
3 Settlement Fund.

4 **B. Attorneys' Fees for Decree Approval and Implementation**

5 Except as provided in this Decree, Riot will not be responsible for any additional attorneys' fees
6 or costs except as reasonably necessary if Riot fails to comply with the Court Approved Decree and
7 Agency Counsel and/or Plaintiffs' Counsel is required to seek enforcement of the Decree and as pursuant
8 to procedures set forth below:

9 **C. Former Private Counsel Lien**

10 Should the Court award Rosen Saba LLP any fees or costs pursuant to Rosen Saba's lien on Private
11 Plaintiffs' putative class action, Plaintiffs' Counsel and Riot will contribute in equal proportion to any
12 fees or costs awarded by the Court to Rosen Saba, with Riot's maximum payment being \$600,000 to
13 satisfy said lien. Plaintiffs' Counsel's contribution will be paid via a reduction on a pro rata basis from
14 the \$5 million to \$8.5 million attorneys' fees allocation available to Plaintiffs' Counsel. All parties will
15 reserve the right to contest Rosen Saba LLP's request for payment. In the event that an appeal is taken by
16 Rosen Saba solely relating to Rosen Saba's claim for attorneys' fees and/or costs, this Decree will only
17 be modified such that the amount of attorneys' fees and/or costs requested by Rosen Saba will not be
18 distributed until the appeal is resolved.

19 **XI. INJUNCTIVE AND PROGRAMMATIC RELIEF**

20 **A. Injunctive Relief Reserve**

21 Within thirty (30) days of Final Entry, Riot will shall establish a \$6,000,000 cash reserve for each
22 of the three years of the Decree. This cash reserve will be used to address any Injunctive Relief set forth
23 in this Consent Decree, except that Riot will separately retain and pay for a third-party independent expert
24 and a monitor as set forth in Sections XI.B.1 and XI.B.2 below. To the extent this cash reserve is not fully
25 used during each term of this Decree for the purposes of effectuating Injunctive Relief set forth in this
26 Section XI, the reserve can be applied to funding for diversity, equity, and inclusion staff and programs at
27 Riot.

1 **B. Expert Analyses**

2 Within thirty (30) days of Final Entry, Riot shall retain and pay for a third-party independent
3 expert, reputable and qualified, with expertise in the field and industry (jointly selected and finally
4 approved by DFEH, approval of which will not be arbitrarily withheld) to perform the analyses set forth
5 in Section XI and make recommendations regarding Riot’s female employees in California. The expert
6 will provide the proposed methodology for the analyses to Riot and DFEH who shall provide feedback
7 on the model, factors, and data considered by the expert to perform the analyses. Riot and DFEH will be
8 permitted to weigh in on each other’s feedback and provide explanations as to what feedback should or
9 should not be incorporated, which the expert will evaluate. Any adjustment or failure to make an
10 adjustment is in no way an admission that Riot’s prior pay equity studies were erroneous or flawed or
11 that Riot has any liability to any employee regarding pay or promotion. The Parties expressly
12 acknowledge that experts can differ in approach and, in no way does any recommendation by the expert
13 render any prior pay equity studies or analyses irrelevant or unsupported. The third-party independent
14 expert will not have conducted any of Riot’s prior pay equity studies.

15 **1. Pay/ Promotion/ Assignment Analysis:**

16 a. The third-party independent expert will conduct sex/gender equity analysis
17 of total compensation (including salaries and equity compensation), assignment, and promotion outcomes
18 for employees in Riot’s California offices in each of the three years of the term of this Decree. Such
19 analyses will evaluate the correlation between sex/gender and total compensation, base pay, short- and
20 long-term incentive compensation, starting pay, and equity awards.

21 b. The third-party independent expert will also analyze whether there are any
22 sex/gender disparities in initial job and level assignments and promotions.

23 c. If the analyses reveal disparities against female employees that cannot be
24 explained by bona fide legitimate factors, Riot will remedy disparities through pay adjustments, as well
25 as job, level, and opportunity re-assignments and promotions during Riot’s next promotion or
26 compensation cycle.

1 **2. Hiring Adverse Impact Analysis:**

2 The third-party independent expert will analyze whether there is any potential adverse impact
3 within the various steps of Riot’s hiring processes for applicants in Riot’s California offices, in accordance
4 with the Fair Employment and Housing Act and non-discrimination law, for each of the three years of the
5 term of this Decree;

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

9 **C. Pay Transparency**

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

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

19 c. Riot shall not rely on prior pay (including outstanding equity awards) or salary
20 history to set starting compensation or level. An applicant may voluntarily disclose salary history
21 information consistent with California law, and Riot will record such voluntary disclosure if such
22 disclosure falls within Labor Code sections 432.3(h) or 1197.5.

23 **D. Employee Hiring**

24 a. Riot shall limit subjectivity and implicit bias in the employment decision-making
25 and selection processes, including but not limited to, by:

26 (i) including underrepresented communities in recruitment efforts for qualified
27 candidates;

1 (ii) using objective qualifications and criteria to identify, select and/or eliminate
2 from consideration any person at each step of the hiring and promotion processes (i.e., application screen,
3 interview, post-offer screen, etc.);

4 (iii) implementing a written policy that requires inviting at least one person who
5 is a woman or from an underrepresented community to serve on each selection panel;

6 (iv) assigning roles and levels in an equitable manner consistent with a
7 candidate's -applicable experience and education; and

8 (v) working in good faith with the Monitor to ensure that applicant records are
9 tracked, and recruitment sources and dispositions are recorded in the hiring process.

10 **E. Temporary Agency Contractor Recruitment/Selection/ Hiring Opportunities**

11 a. Group/Class Members who worked or work as temporary agency contractors will
12 have an opportunity through the notice process to express interest in employment at Riot. Riot will send
13 to those Group/Class Members an explanation on how to apply for available positions. Those Group/Class
14 Members who apply will be interviewed if they meet Riot's job requirements for the specific role to which
15 they apply. Group/Class Members who meet the aforementioned requirements and successfully complete
16 the interview process will receive offers of employment. This Section shall be in effect until forty (40)
17 Group/Class Members are hired in the Engineer, Quality Assurance, or Art Design roles or until the list
18 of Group/Class Members who were temporary agency contractors who express an interest in employment
19 is exhausted, whichever occurs first.

20 b. Temporary agency contractors will also be provided access to Riot's internal job
21 board during the term of the Decree.

22 c. Nothing in this Decree shall require Riot to hire any specific temporary agency
23 contractor as an employee if they are not qualified for the specific role. Riot acknowledges that DFEH
24 has a legal obligation to monitor compliance with the Decree, and will not impede DFEH's efforts to
25 ensure compliance with this or any other provision in the Decree through the monitor.

26 **F. Ongoing Monitor**

27 Within thirty (30) days of Final Entry, Riot shall hire and pay for an independent monitor
28 ("Monitor", jointly selected with and finally approved by DFEH, approval of which will not be arbitrarily

1 withheld) with expertise in the field and the industry to audit compliance with workplace laws and
2 protections against sexual harassment, retaliation, and discrimination (including record-keeping
3 responsibilities) and to advise on sexual harassment, retaliation, and discrimination policy and procedure
4 improvements, including reviewing complaint investigation policies and processes, and outcomes or
5 results following Final Entry.

6 1. Policy and Procedure Improvements. The Monitor will review Riot’s sexual
7 harassment, retaliation, and discrimination policy,- complaint investigation policies and processes, and
8 will be given access to Riot’s investigations during the period of the Decree to assess whether any current
9 policies and practices improvements shall be recommended. The disclosure of Riot’s investigation
10 materials to the Monitor shall not be considered a waiver of Riot’s ability to assert any applicable
11 privilege, including attorney work product, or attorney-client communication. The Monitor will not
12 provide DFEH with individual investigation information or reports and will only provide anonymized
13 information.

14 2. Audit Report. At the conclusion of each annual audit, the Monitor will provide a
15 written report (“Audit Report”) to Riot and DFEH regarding Riot’s compliance with those provisions of
16 the Decree subject to the audit, as set out in Section XI. Each Audit Report shall provide: (a) the scope
17 of the audit; (b) a detailed list of the data collected and interviews conducted, if any, in the course of the
18 audit; (c) any difficulties with conducting the audit; (d) an itemized assessment as to whether Riot is
19 complying with those provisions of the Decree subject to the audit; (e) what data the Monitor relied
20 upon in reaching this assessment, and what data contradicts this assessment, if any; and (f) the Monitor’s
21 recommendations for further remediation if he or she determines that compliance is deficient. Nothing
22 in this Audit Report or this Monitor Process shall be considered a waiver of Riot’s ability to assert any
23 applicable privilege, including but not limited to those based on attorney work product, or attorney-
24 client communication. Riot will provide a confirmation statement to Class Counsel on an annual basis
25 that Riot has participated in the Audit Report process. If DFEH intends to raise a dispute based on the
26 Monitor’s Audit Report, DFEH will give Private Plaintiffs notice.

27 3. Access. Riot shall provide the Monitor with reasonable access, as needed, to all
28 Riot staff, facilities, and documents that are relevant to evaluate compliance with Section XI. Riot shall

1 direct all employees to cooperate fully with the Monitor. Riot will request that its contractors cooperate
2 fully with the Monitor. All non-public information obtained by the Monitor shall be maintained in a
3 confidential manner, and all information obtained by the Monitor shall be used only for the purposes of
4 implementing this Decree.

5 4. Communications. The Monitor may have ex parte communications at any time
6 with the Parties, including counsel for the Parties, and employees, agents, contractors, and all others
7 working for or on behalf of the Parties. The Monitor may also speak with anyone else the Monitor
8 deems necessary for accomplishing its duties under this Decree.

9 **G. Compliance with Law**

10 Riot shall comply with federal and state laws regarding discrimination, harassment, and retaliation.
11 Riot will also require all future Temporary Staffing Agencies to warrant that they have anti-harassment,
12 anti-discrimination, and anti-retaliation programs, and recordkeeping policies that are compliant with
13 federal, state, and local law.

14 **H. Record Keeping.**

- 15 1. Riot shall comply with all California state and federal record-keeping laws.
- 16 2. Riot will maintain the following:
- 17 a. employee personnel records for a period of not less than three years after
18 termination of employment (Lab. Code, § 1198.5);
- 19 b. any and all applications, personnel, membership, or employment referral
20 records and files for a minimum period of four years after the records and files are initially created or
21 received, or for employers to fail to retain personnel files of applicants or terminated employees for a
22 minimum period of four years after the date of the employment action taken (Gov. Code, § 12946, as
23 amended by Senate Bill No. 807; Cal. Code Regs. tit. 2, § 11013 [among other things, requiring
24 employers to maintain data regarding the race, sex, and national origin of each applicant, to the extent
25 such information is provided before hire, and the job for which he or she applied].)
- 26 3. Riot shall create and maintain a centralized database of all California employee
27 and temporary agency contractor complaints made to Riot managers, Rioter Relations, Human Resources
28 Business Partners, and anonymous reporting hotline after the Effective Date regarding sex/gender

1 discrimination, harassment, retaliation, and equal pay, and will preserve documentation of such
2 complaints (including results of investigation) for at least four (4) years.

3 4. With respect to temporary agency contractors, during the term of the Consent
4 Decree, on a going forward basis, Riot will maintain information regarding the amount being paid for
5 each temporary agency contractor in California on an individual basis, and the role for which the
6 temporary agency contractor is being placed at Riot. Nothing within this provision is intended to be an
7 admission or indication that a joint employer relationship exists between Riot and any temporary agency
8 contractor or any Temporary Staffing Agency.

9 5. With respect to applicants, Riot will track whether the applicant was referred by a
10 Riot employee or sourced by some recruiting effort, the extent to which an applicant progressed through
11 the application process, the role and level the applicant applied to, the role and level the applicant was
12 offered (if any), and the race, sex, and national origin of each applicant (if provided).

13 6. A material violation of these requirements will be a violation of the Decree.

14 **I. No Retaliation.**

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

19 **J. Release Agreements.**

20 Riot agrees that any future agreement related to an employee's separation from employment in
21 California will not contain any provision that prohibits the disclosure of information about unlawful acts
22 in the workplace. All future agreements related to an employee's separation from employment in
23 California will include the following language: "Nothing in this agreement prevents you from discussing
24 or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or
25 any other conduct that you have reason to believe is unlawful." Riot will also notify employees in Riot's
26 personnel policies that nothing prevents employees from discussing or disclosing information about
27 unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the
28 employee may have reason to believe is unlawful. In addition, Riot will provide notice to all prior and

1 current Group/Class Members of their ability to discuss unlawful acts in the workplace as set forth in the
2 proposed Notice in Section VII.

3 **XII. IMPLEMENTATION AND ENFORCEMENT**

4 **A. Enforcing Parties.**

5 The Private Plaintiffs, DFEH, the DLSE, and/or Riot may apply to the Court for such further
6 orders as may be necessary for, or consistent with, the enforcement of this Decree.

7 **B. Disputes.**

8 1. If a dispute arises with respect to DFEH's, DLSE's, Private Plaintiffs', or Riot's
9 compliance with, interpretation of, or implementation of, the terms of this Decree, a good faith effort
10 shall be made by the Parties to the dispute to resolve such differences promptly in accordance with the
11 following procedure.

12 2. If DFEH, DLSE, Private Plaintiffs, or Riot believes a dispute must be resolved, it
13 shall promptly notify the other Parties in writing of the issue together with relevant facts and analysis.
14 The Party against whom the complaint is issued shall be given a reasonable period of time (not to exceed
15 thirty (30) days and providing a minimum of fifteen (15) days) to provide a response. Within a reasonable
16 time thereafter (not to exceed fifteen (15) days), the Parties to the dispute shall meet and confer by
17 telephone and attempt to resolve the issue informally. If DFEH, DLSE, Private Plaintiffs, or Riot believes
18 after meeting and conferring in good faith that resolution cannot be achieved, it shall promptly notify the
19 other Parties in writing and shall specify its final position with regard to the dispute. Thereafter, any of
20 these Parties may pursue the issue with the Court.

21 3. Nothing in this procedure shall prevent DFEH, DLSE, Private Plaintiffs, or Riot
22 from promptly bringing an issue before the Court when, in the moving Party's good faith view, the facts
23 and circumstances require immediate court attention. The moving Party's papers shall explain the facts
24 and circumstances that necessitate immediate court action. Should the Court deny the moving Party's
25 request for relief pursuant to this paragraph, the non-moving Party may recover costs and fees associated
26 with responding to the moving party, if the court finds the motion was frivolous, unreasonable, or
27 groundless when brought, or that the moving party continued to litigate after it clearly became so.

XIII. NOTICES

Any notice to the Parties permitted or required under this Decree shall be sent as follows:

A. DFEH

Department of Fair Employment and Housing, Legal Division
c/o ~~Janette Wipper, Melanie Proctor~~ Alexis McKenna, Antonio Lawson
555 12th Street, Suite 2050
Oakland, CA 94607

B. DLSE

Division of Labor Standards Enforcement, Department of Industrial Relations
c/o David Balter
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

C. Private Counsel

Genie Harrison Law Firm, APC
c/o Genie Harrison
523 W. 6th Street, Suite 707
Los Angeles, CA 90014

JML Law, APLC
c/o Nicholas Sarris
5855 Topanga Canyon Blvd, Suite 300
Woodland Hills, CA 91367

D. Riot

Gibson, Dunn & Crutcher LLP
c/o Catherine A. Conway, Katherine V.A. Smith
333 S. Grand Ave, Ste 4600
Los Angeles, CA 90071

XIV. MISCELLANEOUS TERMS

A. No Admissions

The Consent Decree and the Private Settlement do not constitute admissions by Plaintiff-Intervenors or Private Plaintiffs that their claims lacked merit. Likewise, Riot denies each and all of the claims alleged in the Actions. In addition, Riot contends that they have complied with their obligations under applicable law. Neither this Decree, nor any document referred to or contemplated therein, nor any action taken to carry out this Decree, is, may be construed as, or may be used as an admission, concession, or indication by or against Riot of any fault, wrongdoing or liability whatsoever. This Decree and the fact

1 that Plaintiff-Intervenors, Private Plaintiffs, and Riot were willing to settle the Actions will have no
2 bearing on, and will not be admissible in connection with, any litigation (other than solely in connection
3 with the Decree).

4 **B. Confidentiality**

5 The terms of this Decree shall remain confidential until they are presented to the Court in
6 connection with the filing of the Decree and Motion for Preliminary Approval.

7 **C. Pending Motions**

8 There are two motions relating to sealing confidentially-designated records that are pending in this
9 Court: a motion to seal filed by Riot on September 17, 2021, and a motion to uphold confidentiality
10 designations filed by Riot on October 21, 2021. There is also an appeal relating to sealing pending in the
11 Court of Appeal (No. B313724); Riot appealed from an order issued by this Court on June 14, 2021, and
12 from another order issued by this Court on June 29, 2021.

13 While the Parties maintain their respective positions as to the right of public access to court records,
14 they nonetheless acknowledge that the Decree is intended to resolve the parties' disputes and put an end
15 to any ongoing litigation. Accordingly, Riot and/or Private Plaintiffs may request the Court to order the
16 information that is the subject of Riot's pending motions and appeal to remain sealed, so that Riot may
17 dismiss its currently pending appeal. In the event that the Court declines, the Parties reserve their rights
18 to litigate the questions presented in those motions and in that appeal.

19 **D. Documents Provided in the Actions**

20 The Parties acknowledge that they are bound by the Stipulated Protective Order entered by the
21 Court on August 2, 2021, and that the Parties shall abide by its terms regarding the destruction of materials
22 provided in formal and informal discovery, including mediation discovery, in the Actions. Nothing in this
23 Section relieves the Parties of their obligations to maintain documents, information, and/or data consistent
24 with the Decree or as required by any other pending action.

25 **E. Documents Provided or Created for Purposes of this Decree**

26 All documents required to be created or maintained by the express terms of the Decree, and all
27 documents that are provided to the Monitor or any Party under the terms of the Decree, and Monitor's
28 Audit Reports and other records, are and shall be treated as confidential, consistent with law and the

1 Stipulated Protective Order entered by the Court on August 2, 2021. Neither the Monitor nor any Party
2 shall divulge any such documents to any third party unless so ordered by the Court after notice to the
3 producing individual(s) and an opportunity for the producing party to object to such disclosure and be
4 heard. Upon expiration of this Decree, the Monitor and all Parties shall promptly return to the producing
5 individual(s) or destroy any and all documents furnished under this Decree. This provision shall not
6 prevent a party from filing otherwise confidential documents with the Court, provided that, either: (a) such
7 documents are filed under seal; or (b) the producing individual(s) receive fifteen (15) court days advance
8 notice to permit opportunity to seek a protective order sealing such documents.

9 **F. Duty to Support and Defend Decree**

10 The Parties agree to abide by all of the terms of this Decree in good faith and to support it fully,
11 shall not suggest or encourage any third parties to object to or otherwise challenge this Decree or the Class
12 Action Settlement Procedure, and shall use best efforts to defend this Decree.

13 **G. Closure of Administrative Complaints**

14 Upon the later of entry of the Final Decree or the Modified Final Decree and Riot's funding of the
15 Gross Settlement Amount-, DFEH will close *DFEH/Kish v. Riot Games, Inc. et al.*, DFEH No. 201810-
16 04010525 consistent with Section II.

17 **H. Non-Waiver**

18 Failure by any Party to seek enforcement of this Decree pursuant to its terms with respect to any
19 instance or provision will not be construed as a waiver of such enforcement with regard to other instances
20 or provisions.

21 **I. Complete Agreement**

22 After this Decree is signed and delivered by all Parties and their counsel, this Decree will constitute
23 the entire agreement between the Parties relating to the settlement, and it will then be deemed that no oral
24 representations, warranties, covenants, or inducements have been made to any Party concerning this
25 Decree other than the representations, warranties, covenants, and inducements expressly stated in this
26 Decree. All prior or contemporaneous agreements, understandings, and statements, whether oral or
27 written, whether express or implied, and whether by a Party or a Party's counsel, are merged herein.
28

1 including the Order and Permanent Injunction.

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[Signature Pages Follow]

1 DATED: ~~December~~ __, 2021 June __, 2022

DEPARTMENT OF FAIR EMPLOYMENT
AND HOUSING

~~Janette Wipper, Chief Counsel~~
~~Melanie Proctor, Assistant Chief Counsel~~
Alexis S. McKenna, Assistant Chief Counsel
Tony Lawson, Associate Chief Counsel
Counsel for Plaintiff-Intervenor DFEH

8 DATED: ~~December~~ __, 2021 June __, 2022

DIVISION OF LABOR STANDARDS
ENFORCEMENT

~~Janette Wipper, Chief Counsel, DFEH~~
~~Melanie Proctor~~ Alexis S. McKenna, Assistant
Chief Counsel, DFEH
Tony Lawson, Associate Chief Counsel, DFEH
Counsel for Plaintiff-Intervenor DLSE

15 DATED: ~~December~~ __, 2021 June __, 2022

GENIE HARRISON LAW FIRM, APC

Genie Harrison
Mia Munro
Andrea Fields
Counsel for Plaintiffs

21 DATED: ~~December~~ __, 2021 June __, 2022

JML LAW, APLC

Nicholas Sarris
Joseph Lovretovich
Counsel for Plaintiffs

1 DATED: ~~December~~_, 2021June_, 2022

GABRIELA DOWNIE

2
3 _____
Proposed Class Representative

4
5 DATED: ~~December~~_, 2021June_, 2022

JESSICA NEGRON

6
7 _____
Proposed PAGA Representative

8
9
10 DATED: ~~December~~_, 2021June_, 2022

MAYANNA BERRIN

11
12 _____
Proposed PAGA Representative

13
14 DATED: ~~December~~_, 2021June_, 2022

IRINA CRUDU

15
16 _____
Proposed PAGA Representative

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18
19 DATED: ~~December~~_, 2021June_, 2022

ANTONIA GALINDO

20
21 _____
Proposed PAGA Representative

22
23
24 DATED: ~~December~~_, 2021June_, 2022

GINA CRUZ RIVERA

25
26 _____
Proposed PAGA Representative

1 DATED: ~~December~~, 2021 June, 2022

JESSICA SEIFERT

2
3 _____
Proposed PAGA Representative

4
5 DATED: ~~December~~, 2021 June, 2022

GIBSON, DUNN & CRUTCHER LLP

6
7 _____
8 Catherine A. Conway
9 Katherine V.A. Smith
10 Tiffany Phan
11 Counsel for Defendants

12 DATED: ~~December~~, 2021 June, 2022

13 RIOT GAMES, INC., RIOT GAMES
14 MERCHANDISE, INC., RIOT GAMES
15 DIRECT, INC., RIOT GAMES
16 PRODUCTIONS, INC.

17 _____
18 Dan Chang
19 General Counsel

20 ***

21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED

22 DATE:

23 _____
24 JUDGE ELIHU M. BERLE

Exhibit A
NOTICE TO CURRENT AND FORMER
FEMALE EMPLOYEES AND TEMPORARY CONTRACTORS AT RIOT GAMES

Department Fair Employment & Housing v. Riot Games, Inc. et al.,
Division Labor Standards Enforcement v. Riot Games, Inc.,
McCracken et al. v. Riot Games, Inc.,
 California Superior Court, County of Los Angeles
 Case No. 18STCV03957

MORE INFORMATION: <https://www.riotgames.com>

IMPORTANT PLEASE READ THIS NOTICE CAREFULLY
 THIS NOTICE RELATES TO GOVERNMENT CIVIL RIGHTS ENFORCEMENT ACTIONS
 AND PRIVATE CLASS ACTION LAWSUIT AND, IF YOU ARE A SETTLEMENT
 GROUP/CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT
 YOUR RIGHTS.

A state court has authorized this notice. This is not an advertisement or solicitation.

This notice is to inform you of a proposed settlement of a lawsuit in the
 California Superior Court, County of Los Angeles, against RIOT GAMES, INC., RIOT GAMES
 DIRECT, INC., RIOT GAMES MERCHANDISE, INC., and RIOT GAMES PRODUCTIONS,
 INC. (“Riot”), through a Consent Decree (also known as a Stipulated Judgment) and Class Action
 Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

RECEIVE A PAYMENT	<p>In this Settlement in exchange for a release of claims, Group/Class Members are eligible to receive the following payments:</p> <ul style="list-style-type: none"> • \$2,500-5,000 depending on whether you worked as an employee or temporary agency contractor, and regardless of whether you exclude yourself (as described below) (the “Minimum Payment”), and • \$15,000-35,000 if you worked as an employee and do not exclude yourself, or • \$5,000-10,000 if you worked as a temporary agency contractor and do not exclude yourself <p>You may also receive an additional \$40,000 if you worked as an employee in or before 2015 and do not exclude yourself. You may also receive an additional payment based on the number of months that you worked if you do not exclude yourself. Your payment may be reduced if you previously received money from a settlement agreement or severance agreement with Riot.</p>
EXCLUDE YOURSELF BY 	<p>You have a right to exclude yourself (or “opt out”) from the Private Class Action Settlement. You will retain any existing individual claims if you exclude yourself from the Private Class Action Settlement and you may receive only the Minimum Payment as</p>

	discussed further below. However, if you exclude yourself from the Private Class Action Settlement, the Claims Administrator will also reach out to you to confirm whether you want to fully participate in the Government Enforcement Actions (which will present you the option of releasing certain claims in exchange for the compensation described above (“Receive a Payment”), as will be explained by the Claims Administrator at that time).
OBJECT BY [REDACTED]	You are entitled to submit a timely written objection to the Court, as discussed further below. You cannot object if you also exclude yourself from the Private Class Action Settlement.
ATTEND A HEARING ON [REDACTED]	You can ask to speak to the Court about the fairness of the Settlement if you do so by [REDACTED].

WHAT IS THIS NOTICE?

This Notice is of a proposed settlement of a Private Class Action lawsuit and Government Enforcement Actions and advises you of how you can either participate in this settlement to receive your share of the settlement proceeds, or how you can exclude yourself from the Settlement.

The California Department of Fair Employment and Housing (“DFEH”), the Division of Labor Standards Enforcement (“DLSE”), (the “Government”) and Private Plaintiffs, brought the lawsuit on behalf of female employees and contractors (“Group/Class Members”), and the State of California, against Riot Games, Inc., Riot Games Direct, Inc., Riot Games Merchandise Inc., and Riot Games Productions, Inc. (“Riot”). This lawsuit alleged equal pay violations, sexual harassment, sex discrimination, retaliation, and related workplace violations against Riot. The settlement will resolve the lawsuit.

According to Riot’s records, you may be a Group/Class Member as defined in the Consent Decree.

AM I AFFECTED?

This Consent Decree and Class Action Settlement covers *current and former female employees, female temporary agency contractors, and female temporary agency contractors* who applied for permanent positions, that worked for Riot in California between November 6, 2014, ~~through the date the Consent Decree was filed, which is [DATE].~~ and December 27, 2021.

Female in the “Group/Class member(s)” definition includes persons who self-identified as female or who have not identified a gender, but who have a “female-identifying name.” You are receiving this notice because you may fall within this definition. Anyone incorrectly identified as female is encouraged to notify the Claims Administrator identified at the end of this Notice. Any current or former Riot employee or temporary contractor may contact the Claims Administrator to correct, confirm, or otherwise provide information about their gender for purposes of participating in the Settlement.

If you have already signed a general release of your claims or an arbitration agreement, you may still be part of the Government Enforcement Actions. Also, if a court decided your claims must be resolved in private arbitration, you can still be part of the Government Enforcement Actions, and

may be part of the Private Class Action if the parties to the arbitration agree to withdraw your demand for arbitration.

You have a right to discuss unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

WHAT IS THIS LAWSUIT ABOUT?

The DFEH has alleged Riot and its related entities violated California laws by engaging in:

- (1) sex and gender discrimination in hiring, assignment, pay, promotion, and related practices;
- (2) sexual harassment;
- (3) retaliation;
- (4) a failure to take all reasonable steps necessary to prevent discrimination and harassment from occurring; and
- (5) recordkeeping violations.

DLSE has alleged that Riot has violated California's Equal Pay Act and related provisions of the California Labor Code.

In their Third Amended Complaint, Private Plaintiffs allege violations of the Equal Pay Act, sex and gender discrimination, sexual harassment, retaliation, unfair competition, and a claim for civil penalties under the Private Attorneys General Act.

There has been extensive discovery¹ in the Actions. In addition, the Parties retained multiple experts to assist in the valuation and assessment of the Actions and have participated in several mediation/Mandatory Settlement Conference sessions with the assistance of an experienced employment law mediator and a Los Angeles County Superior Court Complex Court judge, and negotiated the terms of this Consent Decree and Settlement.

The Parties have considered the expense and length of continued proceedings necessary to continue the Actions through trial and any possible appeals. The Parties have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in any such litigation. Based on the foregoing, DFEH, DLSE and Private Plaintiffs have determined that the terms as set forth in this Consent Decree are fair, adequate, reasonable, and in the best interests of the Group/Class Members.

WHAT IS THIS SETTLEMENT ABOUT?

This Notice summarizes the proposed Consent Decree and Class Action Settlement. For the exact terms and conditions, please see the Consent Decree available at https://www.____, by accessing the Court docket in this case, for a fee, at <https://-->, or by visiting the office of the Clerk of Court.

¹ Discovery is the pre-trial phase in a lawsuit in which each party investigates the facts of a case, through the rules of civil procedure, by obtaining evidence from the opposing party and others by means of requests for documents, requests for information, and depositions.

In the Consent Decree and Class Action Settlement, if the Court approves it, Riot has agreed to make the following payments:

Gross Settlement Amount	
Group/Class Member Monetary Relief and PAGA Allocation	\$80 million (\$3 million of which will be paid to the DLSE for penalties)
Agency Counsel's Fees	\$5-8.5 million
Plaintiffs' Counsel's Fees	\$5-8.5 million
Claims Administration Costs and Fees	\$3 million

Any amounts remaining in the Claims Administration Costs and Fees and any unawarded Agency or Plaintiff's Counsel's Fees will be added to the Group/Class Member Monetary Relief.

For purposes of this Consent Decree and Class Action Settlement, approximately 50% of each Group/Class Member's Payment (defined below) shall be deemed wages for which the employee's share of payroll deductions will be made from such Group/Class Member's Payment for state and federal withholding taxes or any other applicable payroll deductions, and shall be reported on IRS Form W-2 for Riot employees. The Parties further agree that approximately the other 50% of each such Payment represents the payment of damages for alleged emotional distress and/or physical injuries, penalties and interest and shall be reported on IRS Form 1099. W-2 and 1099 forms shall be provided to each respective Group/Class Members and applicable governmental authorities.

Group/Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Consent Decree/Class Settlement.

Riot has also agreed to make enforceable changes to employment policies and practices to prevent sex/gender discrimination, harassment, retaliation, and other workplace violations at the company. Riot also agreed to hire a third-party independent expert and a third-party independent monitor to review its practices, analyze its employment records, interview its employees, and make changes to benefit equal employment opportunities for female workers. Riot also will provide an annual \$6,000,000 cash reserve for each year during the three-year term of the settlement to address the injunctive relief, including making pay adjustments if necessary. Temporary agency contractors will also be able to express interest in being hired at Riot, and Riot will hire a certain number of temporary agency contractor Group/Class Members, if they are qualified for the roles for which they apply.

In consideration of their allocated portion of the Settlement Fund and the other terms and conditions of the Settlement, a Group/Class Member who releases claims as discussed further throughout this Notice will receive the following:

You will receive the \$2,500 or \$5,000 Minimum Payment regardless of whether you exclude yourself from the Settlement. The Consent Decree and Class Action Settlement may also provide you a payment of approximately \$ [redacted] (before adjustments for certain taxes and any prior negotiated settlement payments, if applicable) if you participate in the Settlement (the "Payment"). According to Riot's records, you worked as (employee or temporary agency contractor) for approximately (months) or (years). According to Riot's records, you have (signed or have not previously received payment for a signed general release in severance or settlement).

Riot is making these payments to you to resolve the Government Enforcement Actions and the Private Class Action. The Payment is based on your dates of work for Riot.

If you were or are a temporary agency contractor at Riot, you may be considered for employment in Engineering, Quality Assurance, or Art Design at Riot if you are qualified for the role for which you apply and are interviewed. If you express interest using the Temporary Agency Contractor Employment Interest Form provided, Riot will send you further instructions on how to apply for available positions.

WHAT IS YOUR NEXT STEP?

You should read this Notice, and the enclosed Release form. **Please do not ignore these forms or throw them away.**

HAS THE SETTLEMENT BEEN PRELIMINARILY APPROVED BY THE COURT?

On , 2022, the Court held a Preliminary Approval Hearing during which it preliminarily approved the Consent Decree and Class Action Settlement.

The Preliminary Court Approved Consent Decree and Settlement will resolve Government Enforcement Actions brought by the State of California, through the DFEH and DLSE, on behalf of the state and all female workers against Riot. Under the law, the State of California can seek relief on behalf of a group or class of aggrieved workers and it does not need to obtain class certification from the Court to do so. However, the State submitted the Consent Decree and Settlement to the Court for review and approval to send this Notice to you. The State will ask the Court to finally approve the Consent Decree and enter judgment upon it after the Notice process and Fairness Hearing. If you have questions, you may contact the lawyers who brought the Government Enforcement Actions on behalf of the State and all female workers who are: ~~Janette Wipper, Melanie Proctor~~, Alexis McKenna, and Tony Lawson of the California Department of Fair Employment and Housing. You can contact them at DFEH.Legal@dfeh.ca.gov or (213) 337-4491.

The Preliminary Court Approved Settlement will also resolve a Private Class Action brought by Plaintiff Gabriella Downie against Riot. At the Preliminary Approval Hearing, the Court appointed the following attorneys as Class Counsel to represent the Class in the Private Action: Genie Harrison, Mia Munro, and Andrea Fields (of Genie Harrison Law Firm, APC) and Joseph M. Lovretovich, Nicholas Sarris, and Brooke C. Bellah (of JML Law, APLC). You can contact them at genie@genieharrisonlaw.com, mia@genieharrisonlaw.com, andie@genieharrisonlaw.com, (213) 805-5301, or jml@jmlaw.com, nsarris@jmlaw.com, (818) 610-8800. You can choose to be represented by a different lawyer in this case at your own expense. You may hire a lawyer or, if you already have a lawyer, your current lawyer may represent you at your own expense.

WHAT IF I AGREE WITH THE SETTLEMENT, BUT BELIEVE THE INFORMATION ABOUT MY DATES OF WORK IS INCORRECT?

If you disagree with the tenure calculations included in this Notice, you must complete and send a notice of dispute to the Claims Administrator, together with any written documentation supporting your dispute. This documentation could include official records, pay stubs, weekly schedules or

personal logs. You must submit this information to the Claims Administrator by [date which is no later than twenty-five (25) calendar days after the postmark date of this Notice]. The Claims Administrator shall make the final determination regarding the dispute based on the written documentation submitted by you and any materials submitted by counsel for all Parties within five (5) calendar days of receipt of the notice of dispute and supporting written documentation, and no later than prior to the Final Approval Hearing. The Claims Administrator will inform you of the final determination.

CAN I PARTICIPATE IN THE SETTLEMENT IF I SIGNED ANOTHER AGREEMENT WITH RIOT?

If you previously signed a general release of your claims (i.e. a settlement or severance agreement), Riot has agreed as a compromise that you may participate in the Government Enforcement Actions, will receive the \$2,500 or \$5,000 Minimum Payment, depending on whether you worked as an employee or temporary agency contractor, and potentially receive additional monetary relief as offset by the funds you received in your settlement or severance agreement. The Claims Administrator will contact you about whether you wish to fully participate in the Government Enforcement Actions. However, you cannot participate in, object to, or opt out of the Private Class Action Settlement.

I HAVE A PENDING ARBITRATION AGAINST RIOT, CAN I PARTICIPATE IN THE SETTLEMENT?¹

If you filed an arbitration demand against Riot that is currently pending, you may participate in the Government Enforcement Actions and receive the \$2,500 or \$5,000 Minimum Payment, depending on whether you worked as an employee or temporary agency contractor, even if you do not withdraw your demand for arbitration. Group/Class Members who have not withdrawn their demand for arbitration are eligible to participate in the Government Enforcement Actions in the following manner: (i) Group/Class Members who initiated their pending claims (either in court or in arbitration) before the filing of the Government Enforcement Actions will participate in the Government Enforcement Actions in the same manner as an opt-out; and (ii) Group/Class Members who initiated their pending claims (either in court or in arbitration) after the filing of the Government Enforcement Actions and who have not withdrawn their demand for arbitration with the mutual consent of the parties to that arbitration will participate in the Government Enforcement Actions in the same manner as an opt-out who has declined to fully participate in the Government Enforcement Actions. You can obtain mutual consent to withdraw from the arbitration by asking your attorney to contact Riot's counsel in your arbitration to request participation in this Settlement.

You also will not release your individual claim except that ~~you will release Riot from~~ any and all PAGA-based claims for civil penalties that arise out of or are related to the claims set forth in Plaintiffs' PAGA notices to the LWDA on November 6, 2018 and April 17, 2020, the Private Action including but not limited to PAGA-based claims for alleged, and/or DLSE's Complaint in Intervention, which are predicated on violations of the California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and 2699(f) ("PAGA Released Claims") will be resolved. You will not release your other individual claims or receive an additional payment unless

¹ Note this question will be included in the notice only if the Group/Class Member has a pending arbitration.

you withdraw your demand for arbitration. Please note that the DFEH and DLSE will release their right to bring a claim on your behalf.

WHAT AM I RELEASING IF I AM PART OF THE PRIVATE CLASS ACTION SETTLEMENT?

In exchange for the benefits and monetary relief set out as part of this Consent Decree and Class Action Settlement, you release or agree to give up certain legal claims, as specified in the enclosed Release form. If you do nothing, you will be included in the Class/Group and will receive these payments and benefits, and will be deemed to release the applicable legal claims automatically.

WHAT IS THE NEXT STEP IN THE APPROVAL OF THIS PROPOSED SETTLEMENT?

The Court will hold a Final Fairness/Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, and the settlement administration costs on [REDACTED], 2022 at [REDACTED] AM in Department 6 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Fairness/Approval Hearing may be continued without further notice to Class Members. You are advised to check the settlement website at [INSERT LINK] or the Court's Case Access website at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> to confirm that the date has not been changed.

You are not required to attend the Final Fairness/Approval Hearing to receive a share of the Settlement. You do not need to appear at this hearing unless you wish to object to the Settlement. If you have sent a written objection, you may appear at the hearing if you choose to do so.

WHAT IF I DO NOT WANT TO PARTICIPATE (OPT-OUT OF THIS SETTLEMENT)?

If you do not want to participate in the Private Class Action Settlement, you must submit a signed written request to be excluded ("Notice of Opt-Out") to the Claims Administrator at the address listed below. Your Notice of Opt-Out must read:

I understand that I am requesting to be excluded from the Private Class Action Settlement. I understand that I will not receive any monetary relief beyond the Minimum Payment. I understand that I may bring a separate legal action seeking individual damages, penalties, or other relief, but may receive nothing or less than what I would have received by fully participating in this settlement. I understand that Riot may claim an offset for any payments received by me in this settlement against any later award of individual relief I may receive. I understand that by opting out, I may still be required to administratively exhaust any claim that I may bring. I also understand that the State of California brought Government Enforcement Actions on my behalf and on behalf of other female workers against Riot. I understand that I will receive the Minimum Payment and the benefit of the injunctive relief as a result of the Government Enforcement Actions, whether or not I participate in the Private Class Action. I understand that the Claims Administrator will be following up with me to confirm whether or not I want to fully participate in the Government Enforcement Actions. I understand that if I do not fully participate in the Government Enforcement

Actions, I will only receive the Minimum Payment, and any remaining monetary relief I am entitled to will be allocated to a cy pres fund, which cannot be used as an offset against my recovery in any future action I may bring.

Your Notice of Opt-Out must be postmarked by [Claims Administrator to Insert Date at Least Thirty (30) Days Prior to the Scheduled Final Approval Hearing]. If you do not timely submit a signed Notice of Opt Out (based on the postmark date), then (i) your Notice of Opt Out will be rejected; (ii) you will be deemed a Group/Class Member; and (iii) you will be bound by all the terms of the Consent Decree, including the release of Released Claims described in Section IV.A of the Consent Decree and included as part of this Notice as Release Of Claims In Private Class Action. If the Notice of Opt Out is sent from within the United States, it must be sent via the U.S. Postal Service by First-Class Mail.

WHAT HAPPENS IF I OPT-OUT OF THIS SETTLEMENT?

You will not be entitled or permitted to assert an objection to the Private Class Action Settlement and you may receive only the Minimum Payment as discussed further below. By virtue of mandatory participation in the Government Enforcement Actions, brought on their behalf by the DFEH and DLSE, Group/Class Members who opt out of participating in the Private Class Action Settlement will nevertheless receive the \$2,500 or \$5,000 Minimum Payment and will be deemed to fully and finally ~~release Riot from have resolved~~ any and all ~~PAGA-based claims for civil penalties that arise out of or are related to the claims set forth in the Private Action including but not limited to PAGA based claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and 2699(f) (“PAGA Released Claims”)~~.

If you timely submit a Notice of Opt-Out, the Claims Administrator will reach out to you to confirm whether or not you want to forgo fully participating in the Government Enforcement Actions. If you forgo full participation, your remaining share of monetary relief will be allocated to the cy pres organizations listed in the Consent Decree and you can pursue individual claims consistent with applicable procedures. A lack of a response to a written communication from the Claims Administrator shall be deemed as confirmation that you are foregoing fully participating in the Government Enforcement Actions. Likewise, you will have no further role in the Private Class Action Settlement.

WHAT IF I SUBMIT A TIMELY NOTICE OF OPT-OUT BUT CHANGE MY MIND?

If you timely submitted a Notice of Opt-Out, but later decide that you would like to participate in the Private Class Action Settlement, you may withdraw your Notice of Opt-Out by submitting a “Rescission of Opt-out” statement to the Claims Administrator. The Rescission of Opt-out statement must include the following language:

I previously submitted an Opt-out statement seeking exclusion from the private class action settlement. I have reconsidered and wish to withdraw my Opt-out statement. I understand that by rescinding my Opt-out I will be eligible to receive an additional payment from the settlement fund and may not bring a separate legal action against Riot seeking damages.

The Rescission of Opt-out statement must be delivered to the Claims Administrator no later [CLAIMS ADMINISTRATOR TO INSERT A DATE NO LATER THAN FIFTEEN (15) CALENDAR DAYS BEFORE THE FINAL APPROVAL HEARING].

WHAT IF I WANT TO OBJECT TO THE SETTLEMENT?

If you are not satisfied with the Private Class Action Settlement, you may object to the Settlement by submitting your objection in writing to the Court. You can give reasons why you think the Court should not approve the Settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Private Class Action Settlement. If the Court denies approval of the Private Class Action Settlement, the Private Class Action will continue in litigation. However, the Government Enforcement Actions will still be settled.

Any objection to the proposed Settlement must be in writing. All written objections and supporting papers must (a) clearly identify the case name and number, (b) include the Group/Class Member's Name, (c) include the Group/Class Member's current address and telephone number, or current address and telephone number of your legal representative, and (d) include an explanation of why the Settlement Class Member objects to the Private Class Action Settlement, including the grounds therefore, any supporting documentation, and the reasons, if any, for requesting the opportunity to appear and be heard at the Final Approval Hearing. All written objections and supporting papers must then be submitted to the Court either by mailing them to the Clerk for Department 1, Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012, or by filing them in person at the Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012. All written objections must be filed or postmarked on or before [DATE].

Note: Failure to comply with all requirements of this section shall constitute grounds for striking an objection or denying a request to be heard, if applicable.

Note: You cannot both opt out and object to the settlement.

Note: Failure to comply with all requirements of this section shall constitute grounds for striking an objection or denying a request to be heard, if applicable.

WHAT HAPPENS IF I RECEIVE A CHECK FOR A SETTLEMENT PAYMENT, BUT DO NOT CASH IT?

Group/Class Members who do not opt out will receive a check for their Payment within approximately X weeks of the Court's final approval of the Consent Decree and Class Action Settlement (if approved by the Court). Checks will be mailed by the Claims Administrator to the last known address for each Group/Class Member. Checks must be cashed within 120 days of mailing. After that date, the checks will no longer be able to be cashed, and the Claims Administrator will attempt to redistribute the funds to those Group/Class Members who already cashed their checks. After three rounds of redistribution, if any amount remains less than \$2.5 million, the aggregate dollar amount of all uncashed checks will be provided in equal parts to Women in Games, National Center for Women & Information Technology, and Rewriting the Code. Regardless of whether you cash your check for your Payment, if you do not opt out of the Settlement, you will have released the claims asserted in the Private Action, which overlap with claims from the Government Enforcement Actions.

HAVE YOU RECEIVED MEDICARE OR MEDICAID?

If so, please be sure to contact the Claims Administrator (see contact information in below) for further details on how this may impact your settlement and for an additional questionnaire required for compliance reporting. If you receive Medicare or Medicaid, it could impact your Payment. If you do not contact the Claims Administrator and the Medicare/Medicaid query (described below) does not return any results, Riot will assume that you are not receiving any Medicare or Medicaid benefits.

Prior to the Final Fairness/Approval Hearing (as described above in the question: What Is The Next Step In The Approval Of This Proposed Settlement?), a Medicare/Medicaid query will be run on each Group/Class Member's Social Security Number, Date of Birth, Gender and Full Name. To the extent that the Claims Administrator is not provided a Social Security Number, Date of Birth, Gender or Full Name for a Group/Class Member, the Claims Administrator will contact the relevant Group/Class Member to attempt to obtain this information. If any Group/Class Member is a Medicare or Medicaid beneficiary and there is a lien against the Group/Class Member, that could impact the Group/Class Member's Payment.

HOW CAN I GET MORE INFORMATION?

If you have any questions, you may contact the Claims Administrator at [**CONTACT INFORMATION**, web portal].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK, THE JUDGE, OR RIOT OR THEIR COUNSEL FOR INFORMATION ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT PROCESS.

Exhibit C-1

RELEASE OF CLAIMS IN GOVERNMENT ENFORCEMENT ACTION

Department Fair Employment & Housing v. Riot Games, Inc. et al.,

Division Labor Standards Enforcement v. Riot Games, Inc.,

Case No. 18STCV03957 (Los Angeles Superior Court)

This Release of Claims is a legal document. This document states that in return for Riot Games, Inc. (“Riot”) paying you money and agreeing to other relief, the Department of Fair Employment and Housing (DFEH) and Division of Labor Standards Enforcement (DLSE) will resolve a lawsuit brought on your behalf and on behalf of other female workers in *DFEH v. Riot Games, Inc., et al.* and *DLSE v. Riot Games, Inc.*, Case No. 18STCV03957.

The asserted claims include claims arising under the Fair Employment and Housing Act (Gov. Code, § 12900 *et seq.*); the California Equal Pay Act (Labor Code, § 1197.5); and/or the Private Attorneys General Act (Labor Code, §2698 *et seq.*). The Consent Decree (available at [[Claims Administrator’s web portal](#)]) is the settlement agreement between DFEH and DLSE and Riot.

You should take sufficient time to look at this document, to talk with others about the document, including an attorney if you choose, and no one can pressure you into agreeing to the terms in this the document.

By fully participating in the Government Enforcement Actions, you hereby fully and finally release Riot, including each of their past and present successors, subsidiaries, parents, holding companies, related or affiliated companies and divisions, assigns, joint ventures, both individually and in their official capacities, as well as their past or present shareholders, owners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, re-insurers, fiduciaries, successors and assigns, and any individual or entity who could be jointly liable, and persons acting by, through, under or in concert with any of these persons or entities (“Released Parties”) from the claims asserted in *DFEH v. Riot Games, Inc., et al.*, and *DLSE v. Riot Games, Inc.*, Case No. 18STCV03957, that arose from November 6, 2014 up to [\(Preliminary Approval\)](#), including claims for gender discrimination and retaliation for complaining about gender harassment or discrimination in violation of the California Equal Pay Act (Labor Code sections 1197.5(a) and 1197.5(k)), gender discrimination, gender-based harassment, and retaliation for complaining about gender harassment or discrimination in violation of the Fair Employment and Housing Act (Government Code sections 12940(a), 12940(j), and 12940(h)), failure to prevent gender-based discrimination, harassment, and retaliation in violation of the Fair Employment and Housing Act (Government Code section 12940(k)), failure to maintain adequate records in violation of California law (Government Code Section 12946 and Code of Regulations, Title 2, section 11013), ~~as well as violations of the Private Attorneys General Act for~~ (“Released Claims”). The PAGA Allocation of the Settlement Fund will resolve any Private Attorneys General Act (“PAGA”) claims arising out of or related to the claims set forth in Plaintiffs’ PAGA notices to the Labor and Workforce Development Agency on November 6, 2018 and April 17, 2020, in the Private Action, and/or in the Division of Labor Standards Enforcement’s Complaint in Intervention, which are based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and 2699(f) (~~“Released Claims”~~); PAGA

Claims”). This resolution of PAGA Claims shall resolve PAGA Claims from November 7, 2014 through _____ (Preliminary Approval).

You understand that in exchange for Monetary and Injunctive Relief as set forth in the Consent Decree (available at [[Claims Administrator’s web portal](#)]), the DFEH and the DLSE will release claims brought on your behalf and on behalf of other female workers, and the State of California. You understand that you will receive at least \$ _____, which includes your share of the Monetary Relief, as specified in the Consent Decree. You also may benefit from the Injunctive Relief as specified in the Consent Decree. If you receive Medicare or Medicaid and there is a lien against you, that could impact your payment.

By accepting this payment, you are fully participating in the Government Enforcement Actions, and you agree to this Release. You understand that you have had full opportunity to consider and understand the terms and to consult with your advisors and seek legal advice, should you choose to do so. You understand that you are making the choice to freely agree to participate in this Settlement and Release.

You will acknowledge your agreement by indicating your full participation on the Claims Administrator’s web portal and/or endorsing, cashing, or depositing the settlement payment check.

You understand that you are not required to return this form in order for your release or the DFEH’s and DLSE’s releases to be valid.

Exhibit C-2

RELEASE OF CLAIMS IN PRIVATE CLASS ACTION

McCracken et al. v. Riot Games, Inc.

Case No. 18STCV03957 (Los Angeles County)

This Release of Claims is a legal document. This document makes clear that if you do not opt out of the Private Class Action Settlement, you will release all claims asserted on your behalf in *McCracken et al. v. Riot Games, Inc.*, Case No. 18STCV03957 that arose from November 6, 2014 through [redacted] (Preliminary Approval).

The claims asserted include claims arising under the Fair Employment and Housing Act (Gov. Code, § 12900 *et seq.*); the California Equal Pay Act (Labor Code, § 1197.5); the Unfair Competition Law; and/or the Private Attorneys General Act (Labor Code, §2698 *et seq.*). The Consent Decree (available at [Claims Administrator's web portal]) is the settlement agreement between all parties.

You should take sufficient time to look at this document, to talk with others about the document, including an attorney if you choose, and no one can pressure you into agreeing to the terms in this the document.

By participating in the Settlement and not opting-out, you hereby fully and finally release Riot, including each of their past and present successors, subsidiaries, parents, holding companies, related or affiliated companies and divisions, assigns, joint ventures, both individually and in their official capacities, as well as their past or present shareholders, owners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, re-insurers, fiduciaries, successors and assigns, and any individual or entity who could be jointly liable, and persons acting by, through, under or in concert with any of these persons or entities (“Released Parties”) from the claims asserted in *McCracken et al. v. Riot Games, Inc.*, Case No. 18STCV03957, that arose from November 6, 2014 up to [redacted] (Preliminary Approval), including but not limited to all claims for gender discrimination and retaliation for complaining about gender harassment or discrimination in violation of the California Equal Pay Act (Labor Code sections 1197.5(a) and 1197.5(k)), gender discrimination, gender-based harassment, and retaliation for complaining about gender harassment or discrimination in violation of the Fair Employment and Housing Act (Government Code sections 12940(a), 12940(j), and 12940(h)), failure to prevent gender-based discrimination, harassment, and retaliation in violation of the Fair Employment and Housing Act (Government Code section 12940(k)), the California Unfair Competition Law (Business and Professions Code section 17200, *et seq.*), ~~as well as violations of the Private Attorneys General Act for.~~ (“Group/Class Member Released Claims”). The PAGA Allocation of the Settlement Fund will resolve any Private Attorneys General Act (“PAGA”) claims arising out of or related to the claims set forth in Plaintiffs’ PAGA notices to the Labor and Workforce Development Agency on November 6, 2018 and April 17, 2020, in the Private Action, and/or in the Division of Labor Standards Enforcement’s Complaint in Intervention, which are based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and 2699(f) (“Released Claims”)-PAGA Claims”). This resolution of PAGA Claims shall resolve PAGA Claims from November 7, 2014 through [redacted] (Preliminary Approval). The fact that

you may hereafter discover legal arguments based on the same or similar factual allegations in addition to or different from those you now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in the Private Action shall in no way limit the scope or definition of the Group/Class Member Released Claims.

If you receive Medicare or Medicaid and there is a lien against you, that could impact your payment.

I understand that I have had full opportunity to consider and understand the terms and to consult with my advisors and seek legal advice, if I choose to do so. I understand that I am making the choice to freely agree to participate in this Settlement and Release.

I understand that if I do nothing, I will release the claims noted above.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a resident of the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 523 West 6th Street, Suite 707, Los Angeles, California 90014.

On **June 14, 2022**, I caused the service of the following document described as:

NOTICE OF FILING OF AMENDED CONSENT DECREE, CLASS ACTION SETTLEMENT AGREEMENT, AND ORDER

on all interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

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

Executed on **June 14, 2022**, at Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Michelle Patino-Patroni

SERVICE LIST

<p>California Department of Fair Employment and Housing Tony Lawson, Esq. (tony.lawson@dfeh.ca.gov) Alexis McKenna, Esq. (alexis.mckenna@dfeh.ca.gov) 2218 Kausen Drive, Suite 100 Elk Grove, CA 95758 Phone: (916) 585.7110 Fax: (888) 382.5293</p>	<p>Representing: Department of Fair Employment and Housing</p>
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