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(Fee Exempt, Gov. Code, § 6103)

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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  
Corporation; RIOT GAMES MERCHANDISE,  
18 INC., a Delaware Corporation; RIOT GAMES  
19 PRODUCTIONS, INC., a Delaware  
Corporation; and DOES 1 through 10, inclusive,  
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21 Defendants.  
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**Case No.: 18STCV03957**

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

**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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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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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  
16 Court’s approval and Final Entry of the Decree. The Parties agree to the entry of this Consent Decree as  
17 final and binding settlement of the allegations raised in the Actions, including but not limited to those  
18 brought under the California Fair Employment and Housing Act (Government Code sections 12900 et  
19 seq.), the California Equal Pay Act (Labor Code section 1197.5), the California Unfair Competition Law  
20 (Business and Professions Code sections 17200 et seq.), and the California Private Attorneys General Act  
21 (Labor Code sections 2698 et seq.). The Consent Decree represents a compromise of the disputed claims  
22 that the Parties recognize would require protracted and costly litigation to determine. Riot denies that it  
23 has 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 and

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  
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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.

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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,  
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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.  
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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.  
28

1           **M. Fair Settlement**

2           The Parties and their respective counsel believe and warrant that this Decree reflects a fair,  
3 adequate and reasonable settlement of the Actions and have arrived at this Decree through arms'-length  
4 negotiations, taking into account all relevant factors, current and potential, and on that basis, have  
5 presented it to the Court.

6           **N. Headings**

7           The descriptive heading of any section or paragraph of this Decree is inserted for convenience of  
8 reference only and does not constitute a part of this Decree.

9           **O. Counterparts**

10          The Parties agree that the Decree may be executed in counterparts, each of which shall be deemed  
11 to be an original and all of which together shall be deemed to be part of the same Decree.

12   **XV. SIGNATORIES**

13          The signatories represent that they have the authority to bind the respective Parties identified  
14 below to the terms of this Decree.


15          By their signatures below, the Parties respectfully consent to the entry of this Consent Decree,  
16 including the Order and Permanent Injunction.

17   *[Signature Pages Follow]*

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DATED: June13 2022

DEPARTMENT OF FAIR EMPLOYMENT  
AND HOUSING



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

DATED: June13 2022

DIVISION OF LABOR STANDARDS  
ENFORCEMENT



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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



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Genie Harrison  
Mia Munro  
Andrea Fields  
Counsel for Plaintiffs

DATED: June 13, 2022

JML LAW, APLC



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Nicholas Sarris  
Joseph Lovretovich  
Counsel for Plaintiffs

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DATED: June \_\_, 2022

GABRIELA DOWNIE

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Proposed Class Representative

DATED: June \_\_, 2022

JESSICA NEGRON

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Proposed PAGA Representative

DATED: June \_\_, 2022

MAYANNA BERRIN

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Proposed PAGA Representative

DATED: June \_\_, 2022

IRINA CRUDU

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Proposed PAGA Representative

DATED: June 14, 2022

ANTONIA GALINDO



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Proposed PAGA Representative

DATED: June \_\_, 2022

GINA CRUZ RIVERA

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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

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ANTONIA GALINDO

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GABRIELA DOWNIE

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DATED: June \_\_, 2022

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DATED: June \_\_, 2022

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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

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DATED: June 14, 2022

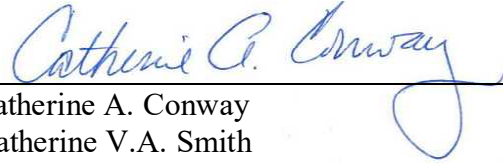
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Proposed PAGA Representative

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.

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Dan Chang  
General Counsel

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED

DATE:

JUDGE ELIHU M. BERLE

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DATED: June \_\_, 2022

GABRIELA DOWNIE

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Proposed Class Representative

DATED: June \_\_, 2022

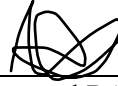
JESSICA NEGRON

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Proposed PAGA Representative

DATED: June <sup>14</sup>\_\_, 2022

MAYANNA BERRIN



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Proposed PAGA Representative

DATED: June \_\_, 2022

IRINA CRUDU

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DATED: June \_\_, 2022

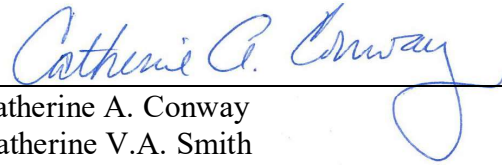
JESSICA SEIFERT

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Proposed PAGA Representative

DATED: June13, 2022

GIBSON, DUNN & CRUTCHER LLP



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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:  
  
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Dan Chang  
General Counsel

\*\*\*

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

DATE:

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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:**

<b>RECEIVE A PAYMENT</b>	<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"> <li>• \$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</li> <li>• \$15,000-35,000 if you worked as an employee and do not exclude yourself, or</li> <li>• \$5,000-10,000 if you worked as a temporary agency contractor and do not exclude yourself</li> </ul> <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>
<b>EXCLUDE YOURSELF BY </b>	<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).
<b>OBJECT BY</b> [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.
<b>ATTEND A HEARING ON</b> [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 discovery<sup>1</sup> 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.\\_\\_\\_\\_](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.

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<sup>1</sup> 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:

<b>Gross Settlement Amount</b>	
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?<sup>1</sup>**

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

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<sup>1</sup> 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.**