

## California Civil Rights Department v. Snap Inc.

### FAQ

The California Civil Rights Department (“CRD”) and Snap Inc. (“Defendant”) have agreed to settle CRD’s complaint against Defendant. On June 18, 2024, the Parties filed the proposed settlement (known as a “Consent Decree”) with the court. You can review the full terms of the proposed Consent Decree [here](#).

#### 1. What is this lawsuit about?

CRD received a complaint against Snap alleging that it violated California law by engaging in unlawful employment practices against women based on sex. After more than three years of investigating, CRD found cause to believe there was a violation of state law. CRD and Snap were able to avoid what may have been a lengthy and expensive legal battle by settling the claims prior to filing a lawsuit.

#### 2. Why is there a settlement?

Prior to filing a lawsuit CRD will attempt to settle claims with the party it believes to have violated the law. In accepting this settlement CRD has considered the time, resources, and expenses necessary to pursue a lawsuit fully. CRD has also considered the uncertainty and risk of litigation, including the length of time such litigation would take before any victims would obtain relief. Based on that, CRD determined that the terms of the settlement agreement are in the best interests of the group members and the public interest.

#### 3. Am I covered by the settlement?

The settlement covers all female employees who worked for Snap in California from January 1, 2014 to June 20, 2024 (the “Liability Period”). For the purpose of this settlement, the term “females” includes persons who have self-identified to Snap at any time during the Liability Period as female in Snaps system of record. All individuals eligible to recover are “Covered Individuals.”

Each Covered Individual will be contacted by the Settlement Administrator via mail, e-mail, text message, and/or telephone calls depending on the contact information available. The Settlement Administrator will provide Covered Individuals with a Notice Packet, which will contain additional information on the settlement, a check, and a claim form for additional monetary relief. The Settlement Administrator will also maintain a website, email address, and toll-free telephone number that Covered Individuals can use to obtain more information. We will update this FAQ to include that information once it becomes available.

If you are a Covered Individual, any compensation you obtain through the settlement will cover this time period only, and not claims that might have arisen after June 20, 2024.

#### 4. How much money does the settlement provide for Covered Individuals?

Defendants will pay \$14,500,000 that will be allocated to Covered Individuals. Each Covered Individual will receive a check with their Notice Packet (“Initial Payment”). The Initial Payment includes:

- Minimum Payment of \$1,363.63.
- Tenure Adjustment for any Covered Individual who has worked at Snap in California for more than six months (aggregated). The exact amount will be determined by the Administrator based on the worker's length of eligible employment.

You may also be eligible for additional compensation from the Discretionary Fund if you submit the Discretionary Fund Claim Form in your Notice Packet, and CRD determines in its discretion based on the information that you provide that you are eligible for an additional payment. For more information on the Discretionary Fund Claim Form submission process please consult the Notice Packet that you will receive.

5. How does the Discretionary Fund work?

If you experienced any harassing or discriminatory conduct, including comments, you may choose to seek additional compensation, beyond the Initial Payment. CRD will review your Discretionary Fund Claim Form and will decide whether to allocate additional compensation to you, including the amount of any additional compensation. As part of this process, CRD may reach out to you for additional information. If you are not sure whether the conduct you experienced would entitle you to additional compensation, we encourage you to submit the Claim Form for CRD to consider. You may also wish to consult an attorney.

6. Will Snap have access to the Discretionary Fund Claim Forms?

These forms will not be shared with Snap. If the conduct you report on the Discretionary Fund Claim Form was by a current Snap employee, CRD will provide Snap with the name of the alleged bad actor, the general nature of the conduct (e.g. discriminatory comments, sexual harassment, etc.), and the number of potential victims CRD is aware of. CRD will not provide the name of the individual who submitted the form or any other information.

7. Does the settlement require Snap to make any changes?

The settlement requires Snap to take the following actions over a three-year period:

- Retain an independent consultant to evaluate and make recommendations regarding Snap's compensation and promotion policies and training materials.
- Ensure that future contracts with staffing agencies require compliance with state protections against workplace discrimination and harassment.
- Recognize its obligation not to discriminate against or harass employees based on sex, as well as comply with all federal and state antidiscrimination laws.
- Contract with a third-party monitor to audit Snap Inc.'s sexual harassment, retaliation, and discrimination compliance and make appropriate recommendations.
- Ensure staff complete training on the prevention of discrimination, retaliation, and sexual harassment in the workplace.

- Provide information to all employees regarding their right to complain of any harassment or discrimination without fear of retaliation.

For additional information on these requirements and related timelines you can view the proposed Consent Decree [here](#).

8. I experienced a violation while working at Snap, but I am not covered by the time period of the settlement. Is there anything that I can do?

If you experienced a violation that is not covered by the settlement, CRD encourages you to consult an attorney to discuss your legal options. For example, if the violation occurred before January 1, 2014 or after June 20, 2024, it is not covered by the settlement. Likewise, if you are not a Covered Individual (i.e. a woman who worked for Snap in California during the Liability Period), this settlement does not cover your claims.

**IMPORTANT:** there are strict time limits for pursuing legal claims by filing an administrative complaint or a lawsuit. For employment discrimination claims under the Fair Employment and Housing Act (or FEHA), except in special and rare circumstances, an employee must file an administrative complaint with CRD within three years from the date they were harmed. Information about the California rules is available at [Complaint Process | CRD \(ca.gov\)](#). The time limit to file an employment discrimination administrative complaint with the federal Equal Employment Opportunities Commission (EEOC) is three hundred (300) days from the date they were harmed. Information about the federal rules is available at [Filing A Charge of Discrimination | U.S. Equal Employment Opportunity Commission \(eoc.gov\)](#).

9. I am a Covered Individual. What are my next steps?

If you are a Covered Individual, please carefully review the paperwork you will receive from the Settlement Administrator. If you have questions regarding your individual situation, please consult with an attorney as CRD cannot provide legal advice.

The Court must approve the settlement before anything else happens. Covered Individuals should expect to receive notice roughly three months after the Court approved the settlement. The Notice will include a breakdown of the Covered Individual's payment, information about next steps, and a check. The Notice will also include a website, email address, and toll-free telephone number that Covered Individuals can use to contact the Settlement Administrator for more information.

10. What am I giving up by being part of this settlement?

By accepting payment (i.e., cashing the check), you will be considered to have opted into the settlement. By opting in, you will release Snap from any of the claims asserted on behalf of the class in CRD's lawsuit against Snap for any violations that took place between January 1, 2014 and June 18, 2024. More information about the claims you will release if you accept the payment can be found at Exhibit A of the proposed [Consent Decree](#) and will be included in your Notice. If you experienced a violation before January 1, 2014 or after June 20, 2024, please consult an attorney to discuss your legal options. See FAQ #8.

11. Do I have to participate in this settlement?

No. If you do not deposit or cash your payment within 180 days, the check will be considered void, you will receive no money from this Settlement, and you will be deemed to have chosen not to participate.

12. Will I be taxed on the money I received?

CRD cannot provide information on tax obligations. The proposed Consent Decree designates the Initial Payment as 50% wages and 50% non-wage income. The proposed Consent Decree designates any Discretionary Payments as non-wage income. The Administrator will distribute appropriate tax reporting forms, such as a Form 1099-MISC. For additional information on tax implications, please consult a tax professional. Neither CRD, Snap, nor the Administrator will be able to further advise you on your tax obligations.

13. Whom do I contact to provide information or ask questions about the settlement?

For issues related to the administration of the settlement, you can contact the Administrator at [number] or [email].

For any other question, you can call CRD at [number] or email CRD at [snap@calcivilrights.ca.gov](mailto:snap@calcivilrights.ca.gov).