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(Fee exempt, Gov. Code, § 6103)

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF LOS ANGELES COUNTY**

10
11 CALIFORNIA CIVIL RIGHTS
DEPARTMENT, an agency of the State of
12 California,
13 Plaintiff,
14 vs.
15 SNAP INC.,
16 Defendant.

Case No. **24STCV15382**

Dept:
Hon.

**CIVIL RIGHTS COMPLAINT FOR
INJUNCTIVE RELIEF AND DAMAGES**

JURY TRIAL DEMANDED

1 RUMDUOL VUONG (#264392)
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2 MACKENZIE ANDERSON (#335469)
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1 **INTRODUCTION**

2 1. Plaintiff California Civil Rights Department (“CRD”), an agency of the State of
3 California, brings this action in its own name to remedy violations of California Fair Employment and
4 Housing Act, Government Code section 12900 et seq. (“FEHA”) as well as California Equal Pay Act,
5 Labor Code section 1197.5, by Defendant Snap, Inc. (“Snap” or “Defendant”).

6 2. Founded in September 2011 as Snapchat Inc., Snap is a technology and camera company
7 headquartered in Santa Monica, California. Its most well-known product is Snapchat, an instant
8 messaging application and service that automatically deletes texts and pictures sent by users. In addition
9 to Snapchat, Snap produced the smart phone applications Bitmoji and Zenly as well as Spectacles by
10 Snap, a hi-tech eyewear producer.

11 3. Snap underwent a period of rapid growth in 2014 to 2017, increasing its employee count
12 from 250 in 2015 to over 5,000 full time employees in 2022. Despite its growth, Snap did not take
13 adequate measures to ensure that women were paid or promoted equally, resulting in the marginalization
14 of women at Snap.

15 4. CRD brings this enforcement action against Snap in its prosecutorial role, seeking relief
16 in the public interest and for a group of women who worked at Snap from 2014 to this filing. Pursuant to
17 the authority vested in CRD under FEHA, Government Code section 12900 et seq., CRD’s enforcement
18 action seeks to remedy, prevent, and deter unlawful discrimination, harassment, and retaliation.

19 **PARTIES**

20 5. Plaintiff CRD is a state agency tasked with investigating and prosecuting civil rights
21 actions. (Gov. Code, § 12930 subd. (f)(1)-(5)). Government Code section 12930 confers on CRD
22 authority to bring litigation on behalf of itself in the public interest pursuant to the prohibitions on
23 employment discrimination under FEHA and the California Equal Pay Act. (*Id.*, § 12930, subs. (f) and
24 (h).)

25 6. California’s legislature exercised its police power in enacting FEHA and investing
26 authority in CRD “to protect and safeguard the right and opportunity of all persons to seek, obtain, and
27 hold employment without discrimination...” (Gov. Code, § 12920; *Dept. Fair Empl. & Hous. v. Cathy’s*
28 *Creations, Inc.* (2020) 54 Cal.App.5th 404, 410 [“the CRD’s task is to represent the interests of the state

1 and to effectuate the declared public policy of the state to protect and safeguard the rights and
2 opportunities of all persons from unlawful discrimination.”].) In furtherance of these goals, CRD has
3 authority to initiate, conciliate, and prosecute complaints on behalf of itself in the public interest and
4 persons alleged to be aggrieved by discriminatory employment practices. (Gov. Code, §§ 12930, 12961)
5 CRD is additionally authorized to investigate, conciliate, and prosecute claims under Labor Code section
6 1197.5, which prohibits employers from paying employees of one sex less for substantially similar
7 work. (Gov. Code, § 12930, subd. (f)(5).) When a challenged practice harms a group or class of people
8 in a similar manner, CRD’s Director has discretion to determine that CRD may investigate, conciliate,
9 and, if necessary, prosecute the matter as a civil action on behalf of the group or class. (*Id.*, §§ 12961,
10 subd. (b)(2); 12965, subd. (a).)

11 7. Defendant Snap is now and was, at all times relevant to this complaint, a Delaware
12 corporation operating in and under the laws of the State of California. Snap’s corporate headquarters are
13 in Santa Monica, California, and it conducts business in Los Angeles, California. At all times relevant to
14 this complaint, Snap was an “employer” subject to FEHA and all other applicable statutes.

15 **JURISDICTION AND VENUE**

16 8. This Court has jurisdiction under Article VI, section 10 of the California Constitution and
17 California Code of Civil Procedure section 410.10.

18 9. CRD’s Director, in their discretion, may file an administrative complaint on behalf of a
19 group or class. (Gov. Code, § 12961; Cal. Code Regs., tit. 2, § 10013.) Pursuant to this authority, on
20 October 8, 2019, CRD’s Director’s designee filed and served on Snap a Notice of Group or Class
21 Investigation (CRD Case No. 201910-07855108), which was initiated by the prior filing of an individual
22 administrative complaint pursuant to Government Code section 12960, subdivision (c), and a Director’s
23 Complaint for Group/Class Relief.

24 10. From October 8, 2019, through June 4, 2022, CRD conducted a group or class investigation
25 pursuant to Government Code sections 12961, subdivision (b)(1) and 12963 *et seq.*

26 11. At the conclusion of CRD’s investigation, the parties engaged in mediation with a
27 mediator.

28 ///

1 12. All administrative procedures precedent to the initiation of this lawsuit in Government
2 Code sections 12963.7 and 12965, subdivision (a), have been fulfilled.

3 13. The amount of damages sought by this complaint exceeds the minimum jurisdictional
4 limits of this Court pursuant to Code of Civil Procedure section 116.221, subd. (a).

5 14. The Court also has jurisdiction over this unlimited civil case because CRD seeks injunctive
6 and declaratory relief. (Civ. Proc. Code, §§ 86, subd. (a), 88.)

7 15. This case is timely filed, pursuant to the parties' tolling agreements, prior to the expiration
8 of the parties' most recent and operative tolling agreement.

9 16. Venue is proper in the County of Los Angeles under Government Code section 12965,
10 subdivision(a)(4), which permits CRD to bring a civil action in any county in the state where the civil
11 action includes a class or group allegation on behalf of the CRD.

12 **GOVERNMENT ENFORCEMENT ACTION ALLEGATIONS**

13 17. CRD brings this government enforcement action for group relief on behalf of itself in the
14 public interest and for the benefit of women who have worked for Snap in California at any time
15 between January 1, 2014, and filing of the [Proposed] Consent Decree (the "Group"),¹ pursuant to
16 Government Code sections 12961 and 12965. CRD seeks to remedy, prevent, and deter unlawful
17 employment discrimination based on the exercise of rights protected under FEHA and the California
18 Equal Pay Act.

19 18. After the filing of this action, CRD will seek entry of a [Proposed] Consent Decree
20 constituting a settlement agreement between CRD and Snap. (Ex. A [Jt. Stipulation to Enter [Proposed]
21 Consent Decree and [Proposed] Consent Decree]).

22 **FACTUAL ALLEGATIONS**

23 19. Snap fostered a culture in which women workers were paid less and provided less
24 promotional opportunities than their male counterparts. Women were told, both implicitly and explicitly,
25 that they were second class citizens at Snap.

26 _____
27 ¹ The terms "women" or "woman" as used throughout the Complaint is intended to be inclusive of all
28 workers who have identified as women at any time between January 1, 2014 to filing of the [Proposed]
Consent Decree.

1 in the process unlike their male counterparts. Snap has not justified and cannot justify this
2 disproportionately adverse effect on women with any legitimate business necessity. Alternatively, there
3 are less discriminatory alternatives that would meet any legitimate business necessity.

4 29. By reason of the continuous nature of Defendant’s unlawful conduct, the continuing
5 violations doctrine is applicable to all violations alleged herein.

6 30. Defendant intentionally discriminated against members of the Group in compensation by
7 offering them lower compensation at hire, assigning them to lower paid and less opportunity roles, and
8 affording them less advancement and other opportunities than their male counterparts.

9 31. As a result of Defendant’s unlawful employment practices, members of the Group
10 suffered and continue to suffer harm, including but not limited to lost earnings, lost benefits, lost future
11 employment opportunities, and other financial loss as well as non-economic damages.

12 32. Pursuant to Government Code section 12965, subdivision (d), CRD seeks all remedies
13 available in a civil action by private plaintiff and “any other relief that, in the judgment of the court, will
14 effectuate the purpose of this part. This relief may include a requirement that the employer conduct
15 training for all employees, supervisors, and management on the requirements of this part, the rights and
16 remedies of those who allege a violation of this part, and the employer's internal grievance procedures.”

17 33. Plaintiff CRD requests relief as described herein.

18 **SECOND CAUSE OF ACTION**

19 **Equal Pay Claim**

20 **(Labor Code, § 1197.5; Gov. Code, § 12930, subd. (f)(5))**

21 34. CRD incorporates and realleges all previous allegations as if fully set forth herein.

22 35. Labor Code section 1197.5, subdivision (a)(1) states that “[a]n employer shall not pay
23 any of its employees at wage rates less than the rates paid to employees of the opposite sex for
24 substantially similar work, when viewed as a composite of skill, effort, and responsibility, and
25 performed under similar working conditions.”

26 36. Members of the Group received less total compensation than their male counterparts
27 while performing substantially similar work as each other, considering their combination of skill, effort,
28 and responsibilities, as well as their similar working conditions.

1 37. Members of the Group received less equity and/or grants compared to their male
2 counterparts while performing substantially similar work as each other, considering their combination of
3 skill, effort, and responsibilities, as well as their similar working conditions.²

4 38. As a result of Defendant's conduct, members of the Group suffered and continue to suffer
5 lost earnings, and CRD is entitled to recover unpaid wages on their behalf. Pursuant to Government
6 Code section 12965, subdivision (d), CRD seeks all remedies available in a civil action by private
7 plaintiff and "any other relief that, in the judgment of the court, will effectuate the purpose of this part.
8 This relief may include a requirement that the employer conduct training for all employees, supervisors,
9 and management on the requirements of this part, the rights and remedies of those who allege a violation
10 of this part, and the employer's internal grievance procedures."

11 39. By reason of the continuous nature of Defendant's unlawful conduct, the continuing
12 violations doctrine is applicable to all violations alleged herein.

13 40. Plaintiff CRD requests relief as herein described.

14 **THIRD CAUSE OF ACTION**

15 **Employment Discrimination Because of Sex-Promotion**

16 **(Gov. Code, § 12940, subd. (a))**

17 41. CRD incorporates and realleges all previous allegations as if fully set forth herein.

18 42. Government Code section 12940 subdivision (a) states that it is an unlawful employment
19 practice for an employer "to discriminate against the person in compensation or in terms, conditions, or
20 privileges of employment," because of that person's sex.

21 43. Defendant failed to promote members of the Group in violation of Government Code
22 section 12940, subdivision (a).

23 44. Defendant intentionally discriminated against members of the Group in promotion and
24 advancement opportunities. Members of the Group were assigned to lower-level roles despite their
25 experience or qualifications which harmed their promotion opportunities, denied work assignments that
26 would enable them to be competitive for promotions, and denied promotional opportunities afforded

27 _____
28 ² *Schater v. Citigroup, Inc.* (2009) 47 Cal.4th 610, 618 ["Incentive compensation, such as bonuses and profit-sharing, also constitute wages." (internal citation omitted)].

1 their male counterparts.

2 45. Defendant's policies, practices, and/or procedures have resulted in unlawful disparate
3 impact discrimination against members of the Group with respect to promotion opportunities. Among
4 other practices, Defendant's de facto informal promotion process resulted in members of the Group
5 being promoted at slower rates than their male counterparts or having to undergo additional steps in the
6 process unlike their male counterparts. Snap has not justified and cannot justify this disproportionately
7 adverse effect on women with any legitimate business necessity. Alternatively, there are less
8 discriminatory alternatives that would meet any legitimate business necessity.

9 46. As a result of Defendant's unlawful employment practices, members of the Group
10 suffered and continue to suffer harm, including but not limited to lost earnings, lost benefits, lost future
11 employment opportunities, and other financial loss as well as non-economic damages.

12 47. Pursuant to Government Code section 12965, subdivision (d), CRD seeks all remedies
13 available in a civil action by private plaintiff and "any other relief that, in the judgment of the court, will
14 effectuate the purpose of this part. This relief may include a requirement that the employer conduct
15 training for all employees, supervisors, and management on the requirements of this part, the rights and
16 remedies of those who allege a violation of this part, and the employer's internal grievance procedures."

17 48. By reason of the continuous nature of Defendant's unlawful conduct, the continuing
18 violations doctrine is applicable to all violations alleged herein.

19 49. Plaintiff CRD requests relief as described herein.

20 **FOURTH CAUSE OF ACTION**

21 **Harassment Based on Sex-Hostile Work Environment and Sexual Harassment**

22 **(Gov. Code, § 12940, subd. (j))**

23 50. CRD incorporates and realleges all previous allegations as if fully set forth herein.

24 51. Government Code section 12940, subdivision (j) states that it is an unlawful employment
25 practice for an employer "or any other person" "to harass an employee, an applicant, an unpaid intern or
26 volunteer, or a person providing services pursuant to a contract," because of that person's sex.

27 52. Members of the Group were routinely subjected to unwelcome sexual advances and other
28 harassing conduct so severe or pervasive that it created a hostile work environment. The harassment

1 was perpetrated by Defendant’s supervisors and/or Defendant knew or should have known of the
2 conduct and failed to take immediate and appropriate corrective action.

3 53. As a result of Defendant’s unlawful employment practices, members of the Group
4 suffered and continue to suffer harm, including but not limited to emotional pain, humiliation,
5 embarrassment, belittlement, sadness, and mental anguish, in an amount to be determined at trial.

6 54. By reason of the continuous nature of all Defendant’s unlawful conduct, the continuing
7 violations doctrine is applicable to all violations alleged herein.

8 55. Pursuant to Government Code section 12965, subdivision (d), CRD seeks all remedies
9 available in a civil action by private plaintiff and “any other relief that, in the judgment of the court, will
10 effectuate the purpose of this part. This relief may include a requirement that the employer conduct
11 training for all employees, supervisors, and management on the requirements of this part, the rights and
12 remedies of those who allege a violation of this part, and the employer's internal grievance procedures.”

13 56. Plaintiff CRD requests relief as described herein.

14 **FIFTH CAUSE OF ACTION**

15 **Retaliation**

16 **(Gov. Code, § 12940, subd. (h))**

17 57. CRD incorporates and realleges all previous allegations as if fully set forth herein.

18 58. Government Code section 12940, subdivision (h) states that it is an unlawful employment
19 practice for “any employer, labor organization, employment agency, or person to discharge, expel, or
20 otherwise discriminate against any person because the person has opposed any practices forbidden under
21 this part or because the person has filed a complaint, testified, or assisted in any proceeding under this
22 part.”

23 59. After members of the Group engaged in protected activities, such as complaining to
24 human resources or their supervisors, Defendant took adverse employment actions against members of
25 the Group. Such adverse employment actions included but was not limited to denial of professional
26 opportunities, negative performance reviews, forced transfers, constructive termination, and selection for
27 reductions in forces/layoffs.

28 60. As a result of Defendant’s unlawful employment practices, members of the Group

1 suffered and continue to suffer lost earnings, lost benefits, lost future employment opportunities, and
2 other financial loss as well as non-economic damages, including but not limited to, emotional pain,
3 humiliation, embarrassment, belittlement, sadness, and mental anguish, in an amount to be determined at
4 trial.

5 61. By reason of the continuous nature of Defendant's unlawful conduct, the continuing
6 violations doctrine is applicable to all violations alleged herein.

7 62. Pursuant to Government Code section 12965, subdivision (d), CRD seeks all remedies
8 available in a civil action by private plaintiff and "any other relief that, in the judgment of the court, will
9 effectuate the purpose of this part. This relief may include a requirement that the employer conduct
10 training for all employees, supervisors, and management on the requirements of this part, the rights and
11 remedies of those who allege a violation of this part, and the employer's internal grievance procedures."

12 63. Plaintiff CRD requests relief as described herein.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Prevent Discrimination and Harassment (On Behalf of Group)**

15 **(Gov. Code, § 12940, subd. (k))**

16 64. CRD incorporates and realleges all previous allegations as if fully set forth herein.

17 65. Government Code section 12940 subsection (k) states that it is an unlawful employment
18 practice for employers to "fail to take all reasonable steps necessary to prevent discrimination and
19 harassment from occurring."

20 66. Defendant violated Government Code section 12940, subsection (k), by failing to take all
21 reasonable steps necessary to prevent discrimination and harassment of employees. Defendant's failure
22 to have and/or enforce adequate and consistent anti-discrimination and harassment policies caused harm
23 to the Group. Defendant failed to have an effective sexual harassment policy, failed to adequately train
24 all supervisors, managers, and executives on the prevention of discrimination and harassment based on
25 sex, and/or failed to timely discipline or stop discriminatory or harassing behavior from occurring in the
26 workplace.

27 67. As a result of Defendant's failure to prevent discrimination and harassment, members of
28 the Group have suffered violations of their rights to be free of discrimination and harassment under

1 FEHA.

2 68. By reason of the continuous nature of Defendant’s unlawful conduct, the continuing
3 violations doctrine is applicable to all violations alleged herein.

4 69. Pursuant to Government Code section 12965, subdivision (d), CRD seeks all remedies
5 available in a civil action by private plaintiff and “any other relief that, in the judgment of the court, will
6 effectuate the purpose of this part. This relief may include a requirement that the employer conduct
7 training for all employees, supervisors, and management on the requirements of this part, the rights and
8 remedies of those who allege a violation of this part, and the employer's internal grievance procedures.”

9 70. CRD requests relief as herein described.

10 **SEVENTH CAUSE OF ACTION**

11 **Failure to Prevent Discrimination and Harassment (On Behalf of CRD)**

12 **(Gov. Code, § 12940, subd. (k); Code Regs., tit. 2, § 11023, subd. (a)(3))**

13 71. CRD incorporates and realleges all previous allegations as if fully set forth herein.

14 72. Government Code section 12940, subdivision (k) requires employers to take all
15 reasonable steps necessary to prevent discrimination and sexual harassment from occurring.

16 73. Defendant violated Government Code section 12940, subdivision (k), by failing to take
17 all reasonable steps necessary to prevent discrimination and harassment of employees. Defendant’s
18 failure to have and/or enforce adequate and consistent anti-discrimination policies were substantial
19 motivating factors in causing harm to the Group. Defendant failed to have an effective sexual
20 harassment policy, failed to adequately train all supervisors, managers, and executives on the prevention
21 of discrimination and harassment based on sex, and/or failed to timely discipline or stop discriminatory
22 or harassing behavior from occurring in the workplace.

23 74. By reason of the continuous nature of Defendant’s unlawful conduct, the continuing
24 violations doctrine is applicable to all violations alleged herein.

25 75. Pursuant to Government Code section 12965, subdivision (d), CRD seeks remedies that,
26 “may include a requirement that the employer conduct training for all employees, supervisors, and
27 management on the requirements of this part, the rights and remedies of those who allege a violation of
28 this part, and the employer's internal grievance procedures.”

1 76. CRD requests relief as herein described.

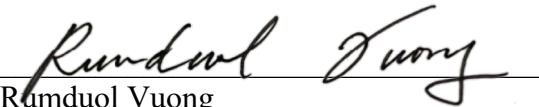
2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, CRD prays that this Court issue judgment in favor of CRD, and against
4 defendant, ordering:

- 5 1. Compensatory damages;
- 6 2. Unpaid wages and other remedies and penalties available under the Equal Pay Act ;
- 7 3. Injunctive relief;
- 8 4. Declaratory relief;
- 9 5. Equitable relief, including but not limited to reinstatement and/or front pay, pay
10 adjustments, backpay, lost wages and benefits (including base pay, incentive pay, pension benefits and
11 awards), in an amount to be proven at trial;
- 12 6. Prejudgment interest, as required by law;
- 13 7. Attorneys' fees and costs to CRD; and
- 14 8. Other relief the Court deems to be just and proper.

15
16 DATED: June 18, 2024

CALIFORNIA CIVIL RIGHTS
DEPARTMENT

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21 Rumduol Vuong
Attorneys for CRD

DEMAND FOR JURY TRIAL

Plaintiff CRD hereby demands a trial by jury on all claims.

DATED: June 18, 2024

CALIFORNIA CIVIL RIGHTS
DEPARTMENT


Rumduol Vuong
Attorneys for Plaintiff CRD

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EXHIBIT A

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6 Attorneys for Plaintiff,
Department of Fair Employment and Housing (Fee Exempt, Gov. Code, § 6103)

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

11 CALIFORNIA CIVIL RIGHTS
12 DEPARTMENT,
13 Plaintiff,
14 vs.
15 SNAP INC.,
16 Defendant.

Case No.: _____

**JOINT STIPULATION FOR ENTRY OF
CONSENT DECREE; EXHIBIT**

Hon. _____
Dept. _____

17 Whereas, this Stipulation is entered into by and between Plaintiff California Civil Rights
18 Department (“CRD” or “Plaintiff”) and Defendant Snap Inc. (“Snap” or “Defendant”), (collectively
19 “the Parties”) with respect to the following:

20 IT IS HEREBY STIPULATED by and between the Parties, through their respective counsel
21 of record, the following:

- 22 1. The Parties have negotiated a proposed Consent Decree, attached hereto as **Exhibit**
23 **1**, which settles the above-entitled matter. The proposed Consent Decree sets forth
24 the monetary recovery, including deadlines for payment of minimum payment,
25 tenure adjustment, and discretionary payments, as well as the injunctive relief agreed
26 to by the Parties. The provisions of the proposed Consent Decree are fair, adequate,
27 and reasonable, and comply with California law. Thus, the Parties submit this Joint
28 Stipulation for entry of said Consent Decree.

EXHIBIT 1

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Chief Counsel

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Deputy Chief Counsel

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(Fee exempt, Gov. Code, § 6103)

7 *See Counsel List*

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF LOS ANGELES**

11 CALIFORNIA CIVIL RIGHTS
12 DEPARTMENT, an agency of the State of
California,

13 Plaintiff,

14 v.

15 SNAP INC., a Delaware Corporation,

16 Defendant.

Case No.:

[PROPOSED] CONSENT DECREE

Department:

Judge:

Action

Filed:

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Staff Counsel
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1 **I. INTRODUCTION**

2 1. This Consent Decree is submitted jointly by Plaintiff California Civil Rights Department
3 (“CRD” or “Plaintiff”) and Defendant Snap Inc. (“Snap” or “Defendant”) (collectively the “Parties”),
4 who have negotiated and executed this proposed Consent Decree (the “Consent Decree” or “Decree”)¹
5 and hereby submit this proposed Decree to the Court for approval.

6 2. The Decree will resolve the claims raised in Plaintiff’s Complaint (“Complaint”),
7 simultaneously filed with the Decree, in which CRD alleges that Snap violated the Fair Employment and
8 Housing Act (“FEHA”), Government Code section 12900 et. seq., and California’s Equal Pay Act and
9 related provisions of the Labor Code by discriminating against female employees in compensation,
10 promotion, termination/constructive discharge, sexual harassment, equal pay, retaliation and failure to
11 prevent unlawful acts employment practices.

12 3. The Parties submit to the jurisdiction of this Court over the Parties and the subject matter
13 of this action and agree to the power of this Court to enter a consent decree.

14 4. The Parties agree that it is in the Parties’ best interests, and in the public interest to fully
15 and finally resolve this matter on mutually agreeable terms, reaching a compromise and settlement of all
16 claims without trial of any issues of fact or law raised in the Complaint and without resorting to
17 protracted litigation.

18 5. As reflected in the Consent Decree and accompanying exhibits, the settlement terms are
19 fair, reasonable, adequate, and consistent with California law. Therefore, the Parties request the Court’s
20 entry of this Decree resolving all claims against Defendant in CRD’s Complaint.

21 NOW, THEREFORE, IT IS DECREED ADJUDGED, AND ORDERED AS FOLLOWS:

22 **II. PARTIES**

23 6. CRD is a state agency tasked with investigating and prosecuting civil rights actions.
24 (Gov. Code, § 12930 subd. (f)(1)-(5)). California’s legislature exercised its police power in enacting

25 _____
26 ¹ “In a stipulated judgment, or consent decree, litigants voluntarily terminate a lawsuit by assenting to
27 specified terms, which the court agrees to enforce as a judgment.” (*California State Auto. Assn. Inter-
28 Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 660, citing Kramer, Consent Decrees and the
Rights of Third Parties (1988) 87 Mich.L.Rev. 321, 325; 2 Cal.Civil Procedure Before Trial
(Cont.Ed.Bar 1978), § 34.1, pp. 485–486.)

1 FEHA and delegated authority for CRD “to protect and safeguard the right and opportunity of all
2 persons to seek, obtain, and hold employment without discrimination...” (Gov. Code, § 12920; *Dept.*
3 *Fair Empl. & Hous. v. Cathy’s Creations, Inc.* (2020) 54 Cal.App.5th 404, 410 [“[CRD]’s task is to
4 represent the interests of the state and to effectuate the declared public policy of the state to protect and
5 safeguard the rights and opportunities of all persons from unlawful discrimination.”].) As set forth in
6 Government Code section 12900 et seq., CRD is charged with enforcing FEHA, including initiating and
7 investigating complaints on behalf of itself and persons alleged to be aggrieved by discriminatory
8 employment practices. (Gov. Code, §§ 12930, 12960.) CRD is additionally authorized to investigate
9 and prosecute claims under Labor Code section 1197.5, subdivision (a), which prohibits employers from
10 paying employees of one sex less for substantially similar work. (Gov. Code, § 12930, subd. (f)(5).) At
11 CRD’s discretion, CRD may bring a civil action in the name of the department on behalf of a group or
12 class of persons adversely affected, in a similar manner, by an unlawful practice. (Gov. Code, §§ 12961,
13 12965.) CRD acts as a public prosecutor when it pursues civil litigation under the FEHA, and it may
14 seek remedies to “‘vindicate’ what it considers to be in ‘the public interest in preventing ...
15 discrimination.’” (*Dept. Fair Empl. & Hous. v. Law Sch. Admission Council, Inc.* (2013) 941 F. Supp.
16 2d 1159, 1168, 1172; see also *Dept. Fair Empl. & Hous. v. Superior Ct. of Kern Cty.* (2020) 54 Cal.
17 App. 5th 356, 373; *State Personnel Bd. v. Fair Empl. & Hous. Com.* (1985) 39 Cal.3d 422, 444 [“[CRD]
18 is ‘a public prosecutor . . . test[ing] a public right’”].)

19 6. Snap is now and was, at all times relevant to this complaint, a Delaware corporation
20 operating in and under the laws of the State of California and conducting business in Los Angeles,
21 California. Snap’s corporate headquarters are located at 3000 31st Street, Santa Monica, CA. At all
22 times relevant to this complaint, Snap was an “employer” subject to FEHA and all other applicable
23 statutes.

24 III. PROCEDURAL HISTORY

25 7. CRD’s director or their designee, in their discretion, may file a complaint on behalf of a
26 group or class. (Gov. Code, § 12961; Code Regs., tit. 2, §§ 10012 and 10013.) Pursuant to this
27 authority, CRD Deputy Director Jamie Gillette filed and served a Director’s Complaint for Group/Class
28 Relief against Snap on October 8, 2019 (DFEH Case No. 201910-07855108). The Director’s Complaint

1 alleged that Snap engaged in discrimination and harassment against its employees on the basis of
2 sex/gender as well as engaging in retaliation against workers for protected activity. The Director's
3 Complaint alleged that Snap engaged in discrimination in compensation, promotion, or in the terms,
4 conditions, privileges of employment due to sex/gender. The Director's Complaint further alleged that
5 Snap failed to take all reasonable steps to prevent unlawful employment practices.

6 8. On June 24, 2022, CRD issued a cause finding and subsequently CRD attempted to
7 resolve this matter without litigation pursuant to Government Code section 12965, resulting in this
8 proposed Decree. Snap denies all liability and no judgment has been made in favor of either party.

9 9. CRD and Snap executed a series of tolling agreements to extend the time to file a civil
10 action related to the subject matter of CRD's administrative complaint while CRD investigated the
11 allegations and the Parties engaged in settlement negotiations. The most recent tolling agreement
12 extended the time to file a civil action to June 18, 2024.

13 **IV. DECREE'S PURPOSE**

14 10. The purposes of the Parties in entering into this Decree are the following:

- 15 a. to resolve all pending claims in the Complaint according to the terms in this Decree;
16 b. to ensure that Defendant complies with California's law prohibiting discrimination,
17 harassment, and retaliation, including but not limited to FEHA, California's Equal Pay Act, and related
18 provisions of the Labor Code;
19 c. to deter Defendant's practices alleged to have violated FEHA or California's Equal Pay
20 Act in the Complaint;
21 d. to provide relief to Group/Class Members as defined in Paragraph 15; and
22 e. to provide CRD's attorney fees and costs pursuant to Government Code section 12965,
23 subdivision (c)(6).

24 **V. SCOPE AND DURATION OF JURISDICTION**

25 11. The Parties agree that the Court has jurisdiction over the Parties, the subject matter of the
26 Complaint, and the administration and enforcement of this Decree and that venue is proper in this Court.
27 The Complaint alleges claims against Snap that, if proven, would authorize the Court to grant the
28 monetary and equitable relief set forth in this Decree. This Decree conforms with the Code of Civil

1 Procedure, FEHA, and all other applicable laws, and is not in derogation of the rights and privileges of
2 any person.

3 12. This Decree shall become effective immediately upon the date that it is entered by the
4 Court (“Effective Date”). This Decree shall remain in effect for three (3) years after the Effective Date.
5 The Complaint and this matter shall not be dismissed during this Decree’s term. Absent extension, this
6 Decree shall expire on its own at the end of three (3) years and the matter may be dismissed by the Court
7 without further action by the Parties (“Expiration Date”). Thirty (30) days prior to the dismissal by the
8 Court, the Court shall hold an order to show cause hearing regarding dismissal of the matter.

9 13. CRD reserves its right to move the Court to extend the Decree’s term if Snap materially
10 fails to comply with it. Any provision of the Decree that is the subject of a motion to enforce shall not
11 expire while the motion is pending before the Court.

12 14. The Court shall retain jurisdiction over this action until this Decree expires and shall have
13 all available powers to enforce and implement this Decree, or to enter such further orders or
14 modifications as may be necessary or appropriate to effectuate the purposes of this Decree.

15 15. Persons Covered by This Consent Decree: The “Group/Class Member(s)” are defined as
16 all current and former female employees that worked for Snap in California from January 1, 2014 to the
17 date that this Consent Decree is filed in Court (the “Liability Period”). Females in the “Group/Class
18 Member(s)” definition include persons who have self-identified to Snap at any time during the Liability
19 Period as female in Snap’s system of record. Those person(s) who do not have a gender identified in
20 Snap’s system of record will have the option to opt-in to the class through the neutral Third Party Claims
21 Administrator (“Administrator”).

22 VI. RELEASES

23 16. In consideration for the monetary and injunctive relief provided for in this Decree, CRD
24 releases Defendant including each of its past and present successors, subsidiaries, parents, holding
25 companies, related or affiliated companies and divisions, assigns, joint ventures, both individually and in
26 their official capacities, as well as their past or present shareholders, owners, officers, directors,
27 employees, agents, servants, registered representatives, attorneys, insurers, reinsurers, fiduciaries,
28 successors and assigns, and any individual or entity who could be jointly liable, and persons acting by,

1 through, under or in concert with any of these persons or entities from the claims asserted in the
2 Complaint, stemming from CRD Administrative Case No. 201901-07855108 (which was consolidated
3 with Case No. 201901-04768911).

4 17. Except as stated in this Decree, the Decree has no effect on CRD's rights under the law
5 nor does it affect CRD's right or duties to process complaints or notices against Snap not otherwise
6 covered by this Decree in accordance with CRD's standard procedures and authorities, including
7 commencing a civil action pursuant to such complaints or notices. CRD's agreement to a term, lack of
8 comment or absence of a challenge to proposed policies or procedures provided by Snap pursuant to this
9 Decree shall not be construed in any circumstances as acceptance or endorsement of the validity or
10 lawfulness of the provisions or policies/procedures for any matter outside of this Decree.

11 18. This Decree does not resolve any other administrative complaints of discrimination
12 currently pending before CRD or any other complaints that might be filed in the future, which thereby
13 are not covered in this Decree and CRD reserves all rights to proceed regarding matters not covered in
14 this Decree.

15 19. Group/Class Members will release all claims asserted in the Complaint that arose during
16 the Liability Period as set out in the Release, attached to the Consent Decree, as Exhibit A.

17 20. Nothing in this Decree shall be construed as limiting or reducing Snap's obligations to
18 fully comply with the law.

19 **VII. MODIFICATION AND SEVERABILITY**

20 21. The Consent Decree includes all terms and conditions of settlement for the Parties. No
21 waiver, modification or amendment of any provision of this Decree will be effective unless made in
22 writing and signed by an authorized representative of each of the parties and approved by the Court.

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

1 **VIII. MONETARY RELIEF & CLAIMS ADMINISTRATION**

2 23. Settlement Amount: In settlement of the claims alleged in the Complaint, Snap shall pay
3 a total settlement amount of \$15,000,000.00 (“Total Settlement Amount”), in addition to compliance
4 with injunctive relief provisions. The Total Settlement Amount does not include Snap’s responsibility
5 for payroll taxes or costs incurred by Snap to comply with the injunctive remedies contained in this
6 Decree. CRD has complete discretion over the allocation of the Total Settlement Amount and has
7 exercised this discretion to allocate a total of \$3 million for minimum payments to the Group/Class
8 Members, \$8 million for tenure payments to the Group/Class Members, \$3.5 million for discretionary
9 payments to the Group/Class Members, and \$500,000 for CRD’s attorneys’ fees and costs as discussed
10 in Section IX below.

11 24. Group/Class Members Payments. Minimum Payments and Tenure Adjustments to
12 Group/Class Members shall be designated as half compensatory damages and half back pay.
13 Discretionary Payments shall be designated as non-wage compensation. The Administrator shall
14 prepare and distribute appropriate tax reporting forms to each Group/Class Member who receives a
15 distribution and shall make appropriate reports to the Internal Revenue Service and other tax authorities,
16 including as needed on Snap’s behalf. Snap shall be responsible for the employer’s share of taxes owed
17 to any governmental authority for each Group/Class Member payment from the Compensation Fund (as
18 defined in Paragraph 27), and the Total Settlement Amount shall be exclusive of any such taxes.
19 Payments shall be made through the process described below. Unless explicitly set out in this Consent
20 Decree, Snap will not be responsible for any additional costs, fees, or payments associated with this
21 Consent Decree. The Parties make no representations or warranties with respect to tax consequences of
22 any payment under this Consent Decree, do not intend anything contained in this Consent Decree to
23 constitute advice regarding taxes or taxability, and nothing in this Consent Decree may be relied upon as
24 such. CRD and Group/Class Members shall be solely responsible for correctly characterizing any
25 compensation they respectively received under this Consent Decree for tax purposes, and paying all
26 appropriate taxes due and penalties assessed on any and all amounts paid to them under this Consent
27 Decree. Group/Class Members who cash or deposit accepting their payments will hold the Parties free
28 and harmless from and against any claims resulting from treatment of such payments as non-taxable

1 damages, including the treatment of such payment as not subject to withholding or deduction for payroll
2 and employment taxes.

3 25. Snap will not use any payments to the Group/Class Members for determination of
4 eligibility for, or calculation of, any employee benefits (e.g. vacations, holiday pay, retirement plans,
5 etc.) of the Group/Class Members and Snap will not modify the Group/Class Members' previously
6 credited hours of service or other eligibility criteria under any employee pension benefit plan or
7 employee welfare plan sponsored by Snap, unless otherwise required by law. In addition, Group/Class
8 Members may not contribute any portion of their payments to Snap's 401(k) or other benefit plans if
9 they exist.

10 26. No Off Set. Snap shall not be entitled to any set-off, or any other reduction, of any
11 payment to any Party or Group/Class Member, resulting from unpaid debts or otherwise.

12 27. Establishment of Compensation Fund. Within thirty (30) days after the Effective Date,
13 Snap shall deposit, or cause to be deposited, the sum of \$15,000,000.00 in an interest-bearing qualified
14 settlement account for Group/Class Members ("Compensation Fund"). This account shall be
15 established, maintained, and administered by the Administrator, and shall be identified on payment
16 checks using the short-hand title "Snap Consent Decree." Title to this account shall be in the name of
17 "Snap Inc. for the benefit of eligible aggrieved persons by Order of the Court in Civil Action No.
18 _____." The initial deposit, and all interest accrued on that amount, shall make up the Compensation
19 Fund and be available for payments to the CRD and Group/Class Members under this Decree. The
20 costs of administering the Compensation Fund, including costs associated with establishing the account,
21 maintaining it, issuing Notice Packets (as defined later) and payments, shall be payable from the
22 Compensation Fund.

23 28. Retention of Administrator. Within fifteen (15) days after the parties execute this
24 Consent Decree ("Retention Date"), Snap shall retain an Administrator approved by CRD to conduct the
25 duties described in this Consent Decree for administering the Compensation Fund. Snap shall provide
26 proposed bids to CRD to enable CRD to evaluate the reasonableness of the amount proposed to
27 compensate the Administrator to fees, costs, and expenses. Snap shall: (a) obtain CRD's approval of the
28 Administrator's contract before its execution; and (b) work cooperatively with the Administrator and

1 CRD to expeditiously complete the claims process. All costs associated with the claims process,
2 including, but not limited to, the Administrator's fees, costs, and expenses shall be paid from the
3 Discretionary Fund portion of the Compensation Fund. The Administrator shall not be an agent or
4 employee of Snap or CRD.

5 29. Administrator's Contract. Snap's contract with the Administrator shall require that the
6 Administrator comply with the provisions of this Decree, as applicable to the Administrator, and with all
7 confidentiality and privacy restrictions applicable to the Parties in this matter, including the Information
8 Practices Act, Civil Code section 1798 et seq. The Administrator's contract shall also require the
9 Administrator to work cooperatively with CRD in conducting the Administrator's duties, including
10 reporting regularly to CRD, providing all requested information to CRD, and providing a monthly report
11 regarding expenses, fees, or costs paid to the Administrator. All information and data provided to the
12 Administrator under this Decree shall be used by the Administrator only for the purposes of
13 implementing this Decree.

14 30. CRD Access to Compensation Fund Account Information. The Administrator shall
15 submit written verification to CRD that the Compensation Fund has been deposited within two (2)
16 business days after the deposit. The Administrator shall provide reports to CRD of the amount of funds
17 remaining in the Compensation Fund account pursuant to Paragraphs 39 and 40 of the Decree. Copies
18 of account statements shall also be provided to CRD within seven (7) days of CRD making a written
19 request for any copies to the Administrator. The Administrator's contract shall require that the
20 Administrator also provide CRD access to and copies of any documents that the Administrator creates or
21 exchanges with Snap pursuant to this Decree.

22 31. Group/Class Member Payments:

23 a. A Group/Class Member may choose to participate in this settlement by cashing or
24 depositing the check(s) they receive from the Administrator, as set forth in subsection (b) below.

25 b. The Administrator will send out a Notice to all Group/Class Members in a form
26 substantially similar to Exhibit B.

27 i. **Minimum Payment & Tenure Adjustment:** Group/Class Members will not be
28 required to submit a Claim Form to receive their Minimum Payment or Tenure Adjustment (if any),

1 which will be disbursed to all Group/Class Members without any required actions on their part. The
2 Notice will inform recipients that as a Group/Class Member, they are entitled to a Minimum Payment in
3 exchange for a release of any claims raised in the Complaint, which includes claims under FEHA,
4 California's Equal Pay Act, and related provisions of the Labor Code for sex discrimination based on
5 compensation, promotion and termination/constructive discharge, equal pay, sexual harassment or
6 hostile work environment, retaliation, and failure to prevent discrimination, harassment and retaliation,
7 as stated in the Minimum Payment Release section attached hereto as Exhibit A.

8 1. The Minimum Payment for each Group/Class Member will be equal to \$1,363.63
9 plus a Tenure Adjustment for any Group/Class Member who worked for Snap for more than six months
10 (aggregated) during the Liability Period.

11 2. The Tenure Adjustment will be calculated based on the number of work weeks
12 the Group/Class Member worked for Snap during the Liability Period through the Date this Consent
13 Decree is filed with the Court. The Administrator will calculate how many work weeks in total were
14 worked by all Group/Class Members during the Liability Period and divide the amount allocated by
15 CRD for Tenure Adjustment to determine the amount per week of the Tenure Adjustment. The
16 Administrator will determine the Tenure Adjustment for each Group/Class Member based on
17 information provided by Snap as explained in Paragraph 32.

18 ii. **Discretionary Fund Payment:** The Notice Packet will inform recipients that
19 they may choose to participate in a Claim Form Process if they believe they are entitled to additional
20 compensation from the Discretionary Fund. The Notice Packet shall inform Group/Class Members of
21 the approximate (estimated) value of the Discretionary Fund and shall include the Claim Form in a form
22 substantially similar to that in attached Exhibit C. The Notice Packet will inform Group/Class Members
23 that in exchange for an additional award in an amount to be determined by CRD (above the Minimum
24 Payment and Tenure Adjustment (if any) described in Paragraph 31(b)(i)-(ii)), the Group/Class Member
25 will agree to release any other claims arising under FEHA, beyond those that will be released by
26 cashing, accepting, or depositing the Minimum Payment and Tenure Adjustment (if any) as set forth in
27 the Release in Exhibit A. The procedures and criteria that CRD will apply to determine Discretionary
28 Fund Awards are explained below in Paragraph 33.

1 c. Group/Class Members will have forty-five (45) days from the date the Notice Packet is
2 mailed or thirty (30) days from the date the Administrator re-mails the Notice Packet if the Packet is
3 returned as undeliverable, to apply for a Discretionary Fund Payment by returning the Claim Form to the
4 Administrator. The Claim Form must be postmarked within the forty-five (45) days from the date the
5 Notice Packet is mailed or thirty (30) days from the date the Administrator re-mails the Notice Packet if
6 the Packet is returned as undeliverable, to be considered timely. After CRD has determined the
7 Discretionary Fund Payment amounts for individual Group/Class Members who submit a timely Claim
8 Form, CRD will provide necessary information to the Administrator so that the Administrator may issue
9 a Discretionary Fund Payment (see Paragraph 33) and a second copy of the Release in a form
10 substantially similar to Exhibit A.

11 32. Tenure Adjustment Calculations: No later than twenty (20) days after Snap provides the
12 Administrator with the information as described in Paragraph 38, the Administrator shall furnish to Snap
13 and CRD its preliminary calculations of the amounts of Tenure Adjustments and the Minimum Payment
14 amount that is to be paid to Group/Class Members in computer-readable format. In addition, the
15 Administrator shall furnish information supporting the preliminary calculations for each Group/Class
16 Member, to which Snap or CRD can present any corrections or objections within fifteen (15) business
17 days of receipt of the calculations. CRD shall have the final determination regarding any distribution of
18 monetary relief. The Administrator shall make appropriate corrections and present them for approval
19 within five (5) business days.

20 33. Discretionary Fund Awards: Within sixty (60) days of the mailing of the Notice Packets,
21 the Administrator shall forward to CRD a report containing the names and contact information of all
22 Group/Class Members who submitted Claim Forms (Exhibit C) and copies of the forms submitted. The
23 Administrator will check whether any individual who submitted a Claim Form is subject to a Medicare
24 lien after transmitting this report. CRD may seek additional information from the Group/Class Members
25 who submitted Claim Forms, including interviewing them if needed.

26 a. The factual information gathered by CRD during this Discretionary Fund Award process
27 shall not be provided to Snap except where (1) the Group/Class Member affirmatively consents to
28 sharing the information with Snap, or (2) CRD determines that the information concerns a claim of

1 harassment, retaliation, discrimination or other misconduct prohibited under FEHA by a current Snap
2 employee. If either of these criteria are met, CRD will provide a designee in Snap’s Legal Department
3 the name of the alleged bad actor, the category of conduct (i.e. verbal abuse, sexual assault, physical
4 conduct, retaliation), and the number of potential victims of whom CRD is aware, (collectively, the
5 “Concerns re Current Employees”). In relaying this information, CRD will not provide the name of the
6 Group/Class Member who submitted the identifying claim, unless the Group/Class Member
7 affirmatively consents.

8 b. Within one hundred and twenty (120) days of the submission of the Administrator’s
9 report of Group/Class Members who submitted Claims Forms, CRD will provide a distribution list to the
10 Administrator for any additional payment to the Group/Class Members, CRD will provide the Concerns
11 re Current Employees to Snap in writing, and CRD will provide the distribution list to the Monitor (as
12 defined in the Injunctive Relief section). CRD or the Administrator will communicate to any
13 Group/Class Member who is not going to receive a distribution that they have not been allocated a part
14 of the Discretionary Fund. CRD and the Administrator will cooperate on creating a record to confirm
15 that all Group/Class Members who submitted Claim Forms have been conveyed either their distribution
16 or been notified that they are not being allocated a part of the Discretionary Fund.

17 c. Within fourteen (14) days after the CRD provides the distribution list to the
18 Administrator, the Administrator will provide checks from the Discretionary Fund to the Group/Class
19 Members according to the allocation set forth by CRD, except that any Medicare lien concerns will be
20 resolved and offset (if applicable) before payment is made, if the allocation is being made for sexual
21 harassment or sexual assault. The checks will be valid for ninety (90) days before being void and
22 Group/Class Members may request check cash reissues for up to one hundred and twenty days (120)
23 from mailing.

24 d. Snap shall take reasonable measures to monitor for retaliation and provide a written
25 report to CRD summarizing the measures Snap has taken in regards to the complaint information
26 provided in this paragraph within one hundred and twenty (120) days after receiving the information
27 from CRD.
28

1 e. Within five (5) business days of funding the Compensation Fund, the Administrator shall
2 deliver a check from the Discretionary Fund in the amount of one hundred and fifty thousand dollars
3 (\$150,000.00) to The Bloom Firm client trust account designated for the Real Party in Interest (per
4 instructions separately provided to the Administrator) in settlement of her claims, provided that her
5 counsel provides Snap with W-9 forms as needed. The Real Party in Interest will release her claims in
6 accordance with Exhibit A. The Real Party in Interest and the Bloom Firm shall not receive any
7 additional compensation beyond the amount specified in this paragraph for any FEHA or related claims
8 on behalf of the Real Party in Interest.

9 34. Administrator's Duties. The Administrator's duties shall include:

- 10 a. locating contact information of Group/Class Members independently and with Snap's
11 assistance;
- 12 b. communicating with potential or actual Group/Class Members, including having the
13 authority under this Decree to contact potential and actual Group/Class Members by mail, e-mail, text
14 messages, and telephone calls;
- 15 c. distributing documents to potential and actual Group/Class Members;
- 16 d. tracking the return of claim forms and other documents;
- 17 e. tracing potential and actual Group/Class Members, including, among other times, when
18 mailings are returned as undeliverable, when checks are not cashed or deposited, or when it facilitates
19 finding accurate contact information;
- 20 f. reviewing documents provided by CRD, Snap, and Group/Class Members;
- 21 g. compiling a list of Group/Class Members pursuant to the criteria set forth in this Decree
22 and CRD's instructions;
- 23 h. distributing payments for damages to Group/Class Members under the terms of the
24 Decree;
- 25 i. reporting to CRD and Snap on the distribution process;
- 26 j. verifying that Group/Class Members are not subject to Medicare liens for those who are
27 receiving compensation from the Compensation Fund;
- 28 k. verifying fund balances;

- 1 1. filing tax returns as required by law;
- 2 m. establishing and maintaining an accessible website providing information about the
- 3 Decree and its claims process, including posting a copy of the Decree that Group/Class Members can
- 4 access;
- 5 n. establishing cost-free means for potential and actual Group/Class Members to contact it,
- 6 including through both e-mail and a toll-free phone number (and accompanying TTY text telephone
- 7 number);
- 8 o. such other duties that are reasonably necessary to carry out the Administrator’s contract
- 9 and this Decree’s provisions and purposes; and
- 10 p. in consultation with and subject to CRD’s approval, creating and implementing standards
- 11 and processes for fulfilling the Administrator’s duties.

12 35. Notice to Group/Class Members

13 a. Notice Packet: No later than fourteen (14) days after the Administrator provides its

14 corrected calculations to Snap and CRD, pursuant to Paragraph 32, the Administrator shall provide to

15 each Group/Class member a Notice Packet that contains the Notice (attached hereto as Exhibit B), the

16 Release (attached hereto as Exhibit A), the Discretionary Fund Claim Form (Exhibit C) and a check for

17 the Minimum Payment and Tenure Adjustment (if any).

18 b. Method for Initial Mailing: The Administrator shall send a Notice Packet to each

19 Group/Class Member’s last known physical address via first class mail with an addressed and stamped

20 return envelope. The Administrator shall also send a link to access the Notice Packet to each

21 Group/Class Member by e-mail to their last known personal e-mail address (if available).

22 c. Web Portal for Group/Class Member: The Administrator shall also set up and maintain

23 through the disbursement of the Compensation Fund a dedicated web portal for dissemination and

24 receipt of information to and from Group/Class Members. Twenty-one (21) days after the initial

25 mailing, a Reminder Postcard and reminder e-mail directing the Group/Class Members to the dedicated

26 web portal shall be sent to each Group/Class Member’s last known address and e-mail address

27 respectively.

28 d. Undeliverable Notice Packets: Administrator shall trace through search databases all

1 Group/Class Members for whom the mail or e-mail was returned undelivered. All Group/Class
2 Members who are thus located shall be sent a Notice Packet to the new mail or e-mail address. Any
3 Notice Packet returned to the Administrator as non-delivered on or before the Response Deadline shall
4 be re-mailed within fourteen (14) days of receipt by the Administrator to the forwarding address affixed
5 thereto. If no forwarding address is provided, the Administrator shall promptly attempt to determine a
6 correct address by the use of skip-tracing, or other type of automated search, using the name, address
7 and/or Social Security number of the Group/Class Member involved, and shall then perform a re-
8 mailing within fourteen (14) days of notice that the packet was returned undelivered to the Group/Class
9 Member assuming another mailing address is identified by the Settlement Administrator. There shall be
10 no obligation to re-mail a notice packet more than one time. If these procedures are followed, notice to
11 Group/Class Members shall be deemed to have been fully satisfied. CRD may also provide contact
12 information for Group/Class Members and direct the Claims Administrator to provide a Notice Packet to
13 these Group/Class Members.

14 36. Issuance of Minimum and Tenure Payment to Group/Class Members. Each Group/Class
15 Member will receive their Minimum Payment and Tenure Adjustment (if any) in the Notice Packet, as
16 set forth in Paragraph 31. A Group/Class Member releases the claims identified in Exhibit A by
17 cashing or depositing their check. If the Group/Class Member does not cash or deposit their check
18 within the allotted one hundred and eighty (180) days, the Group/Class Member's share will be re-
19 allocated to the Compensation Fund and distributed to other Group/Class Members at the appropriate
20 time as determined by the Parties based on the rate of check reissue requests. The Parties may mutually
21 agree upon a check reissue distribution to the extent the Parties mutually deem it necessary. The
22 subsequent distribution shall be allocated in proportion to the Group/Class Member's tenure, consistent
23 with Paragraph 32 and Group/Class Members shall have ninety (90) days to cash or deposit the first
24 redistribution check. If there are remaining funds after the deadline to cash or deposit the first
25 redistribution check passes, the remaining funds will be redistributed to Group/Class Members at the
26 discretion of CRD.

27 37. Administrator Dispute Resolution. If CRD has reason to believe that the Administrator is
28 not complying with this Decree, CRD will confer with the Administrator and Snap for the purpose of

1 obtaining the Administrator's compliance. If CRD concludes that it cannot obtain the Administrator's
2 compliance with the Decree, it may seek to enforce the Administrator's compliance and/or require Snap
3 to obtain a replacement Administrator by presenting the matter to this Court.

4 38. Identification of Group/Class Members. Within forty (40) days of the Effective Date,
5 Snap shall provide the Administrator, to the extent available (a) the identity of each employee who self
6 identified at any time during the Liability Period as female to Snap and who worked at Snap in
7 California at any time between January 1, 2014 through the date of filing of the Consent Decree; (b) the
8 last known contact information for these employees, including any mailing addresses, permanent
9 addresses, phone numbers, and e-mail addresses, (c) the dates of employment in California for each
10 Group/Class Member, and (d) any other information that Snap believes may facilitate the
11 Administrator's locating, contacting, and making payments to those Group/Class Members including
12 birth years or taxpayer identification numbers for particular individuals if known to Snap. CRD will be
13 provided with access to (a), (c) and (d) but will not be provided with contact information for
14 Group/Class Members except for use with the Discretionary Fund Award Process.

15 39. Distribution of Money Remaining in Compensation Fund. The Administrator shall issue
16 more than one round of payments to Group/Class Members if money remains in the Compensation Fund
17 after the first payment. Within two hundred and ten (210) days after the date of issuance of the first
18 payment, the Administrator shall provide notice to CRD and Snap regarding the remaining amount left
19 in the Compensation Fund, including the amount withheld for payment to the Administrator for their
20 duties. Any money remaining in the Compensation Fund after one or more rounds of payments have
21 been made because interest has accrued, payments were unclaimed or unable to be distributed, or other
22 reasons, shall be redistributed to Group/Class Members who have already cashed or deposited payment
23 checks within the Decree's deadlines pursuant to Paragraphs 31, 32, 33 and 36 above.

24 40. Claims Process Reporting. The Administrator's Contract shall require that at regular
25 intervals during the claims process, but no less frequently than every sixty (60) days after the Notice
26 Packet is mailed, the Administrator shall send CRD and Snap a report, including information, as
27 applicable, about: (1) the Group/Class Member identified by an identifier number; (2) proposed
28 payments made to the Group/Class Member; (3) the progress of distributing or obtaining notices,

1 releases, or payments, (4) whether payments have been received, returned, cashed, or deposited; (5) the
2 current balance of the Compensation Fund account, and (6) the number of individuals who returned
3 Exhibit C seeking additional compensation from the Discretionary Fund. The Administrator's Contract
4 shall also require that the Administrator notify CRD and Defendant on the day when all payments from
5 the Compensation Fund required by this Decree have been sent. Within ten (10) days of a request by
6 CRD, the Administrator shall provide any cancelled check issued to a Group/Class Member.

7 **IX. ATTORNEY FEES AND COSTS**

8 41. The Parties have agreed to settle CRD's claim for attorneys' fees and costs for
9 \$500,000.00, and consistent therewith, Defendant will not oppose any request or submission for such a
10 payment of attorneys' fees and costs up to that amount.

11 42. CRD is submitting declaration evidence to support approval of the Decree, including this
12 term resolving CRD's claim for attorneys' fees and costs.

13 43. The Parties will provide the Court's order approving the Decree, including attorneys' fees
14 and costs to the Settlement Administrator. The Settlement Administrator will render payments for
15 attorneys' fees and Settlement Administrator from the Compensation Fund, within five (5) business days
16 after the funding of the Compensation Fund..

17
18 **X. AFFIRMATIVE RELIEF**

19 44. Snap recognizes its obligation to not engage in any discrimination, harassment, or
20 retaliation in violation of the FEHA. Snap shall include as a term in its future contracts with staffing
21 agencies who provide workers in California that such agencies are required to comply with all
22 applicable California laws and regulations, including that the staffing agency has anti-harassment,
23 discrimination, retaliation and recordkeeping policies in place.

24 45. Remedy and Prevent Sex Discrimination. Additionally, Snap agrees to the following
25 specific injunctive and programmatic relief:

26 a. Retention of Expert: Within sixty (60) days of the Effective Date, Snap shall retain Brian
27 Levine as the third-party expert to perform the analyses and make recommendations regarding
28 employment policies, practices, and outcomes involving Snap's female employees in California. In the

1 event Mr. Levine is unable or unwilling to proceed as the third-party expert in this matter, Snap shall
2 retain and pay for another third-party independent expert, reputable and qualified, with expertise in the
3 field and industry (subject to approval by CRD which CRD shall not unreasonably and arbitrarily
4 withhold). Snap is responsible for payment of the expert's fees and costs and such payment shall not be
5 deducted from the Total Settlement Amount.

6 i. Expert Methodology: Snap and CRD will provide feedback on the expert's
7 model, factors, data considered, and recommendations, which the expert will evaluate. Upon request,
8 CRD shall receive a copy of the methodology proposed to be used by the expert, and all reports and
9 recommendations made to Snap. In addition, sixty (60) days prior to the finalization of any
10 methodology used by the expert, CRD will be provided with notice of the methodology. CRD shall
11 provide any comments within thirty (30) days of receipt of the proposed methodology. If the expert
12 rejects CRD's input on the methodology, the expert will provide to CRD and Snap a written explanation
13 for the rejection within fifteen (15) days of receipt of CRD's comments. If CRD disagrees with the
14 expert's rationale and would like further access to the data used by the expert, CRD and Snap shall
15 engage in good faith discussion regarding the rejection and whether CRD will be further provided with
16 all data used by the expert in an anonymized format. If no agreement is reached by Snap and CRD
17 regarding CRD's access to the data, the Parties will utilize a mediator to resolve this dispute. CRD shall
18 select the mediator and CRD will pay for an equal share of the mediator's fees.

19 ii. Expert Recommendations: Any adjustment to compensation or methodology is in
20 no way an admission that Snap's prior pay equity studies were erroneous or flawed or that Snap has any
21 liability to any employee regarding compensation or promotion. Snap maintains that experts can differ
22 in approach and in no way does any recommendation by the expert render any prior pay equity studies
23 or analyses irrelevant or unsupported. Snap will evaluate the recommendations and implement the
24 appropriate adjustments and if Snap chooses not to implement a recommendation as to a specific
25 employee, Snap will provide notice and an explanation of its rationale in its annual report to the
26 Monitor. Nothing within this evaluation provision is intended to permit Snap to wholesale disregard the
27 recommendations from the expert as Snap recognizes that there will be limited circumstances that justify
28 not following the expert's recommendation.

1 iii. Pay and Promotion: The third-party independent expert will annually conduct a
2 sex/gender equity analysis of total compensation (including salaries and equity compensation), and
3 promotions for employees in Snap’s California offices for the duration of this Decree. Such analyses
4 will evaluate the correlation between sex/gender and total compensation, base pay, short-and long-term
5 incentive compensation, starting pay, equity awards, and promotions. The expert will also analyze
6 sex/gender disparities in initial level and promotions. If the analyses reveal disparities against female
7 employees that cannot be explained by bona fide legitimate factors, Snap will remedy such disparities
8 through pay adjustments, as well as job, level and promotions, as appropriate. Snap and CRD will
9 provide feedback on the expert’s model, factors, data considered, and recommendations, which the
10 expert will evaluate. Upon request, CRD shall receive a copy of the methodology being considered by,
11 and the methodology ultimately used by the expert, and all reports and recommendations made to Snap.
12 To the extent CRD requires further insight on the data used, Snap will provide an anonymized example
13 of the data field entry.

14 b. Pay Transparency: Snap shall not prohibit employees from discussing employee
15 compensation, disclosing their own wages, discussing the wages of others, or inquiring about another
16 employee’s wages. Nothing herein prevents Snap from instructing those employees who are privy to
17 others’ wages by virtue of their positions at Snap (such as those individuals who work with payroll,
18 compensation, benefits, etc.) that they may not disclose the wages of other employees except as
19 consistent with business needs or with the employees’ consent. Snap shall provide employees with their
20 own pay scales upon request. Snap shall not rely on prior pay (including outstanding equity awards) or
21 salary history to set compensation or level. This provision does not prohibit Snap from considering
22 prior compensation information of candidates who voluntarily disclose it. Except where compensation
23 is not negotiable, Snap shall provide written disclosure to the applicant at the beginning of the hiring
24 process that compensation may be negotiable within the compensation range.

25 c. Promotion and Other Opportunities: Snap shall ensure that all promotion opportunities
26 that are a result of an incremental headcount or a vacancy (excluding in-line promotions) are publicized
27 to all staff through the intranet. Snap will post a job description through its intranet system for any
28 California-based organizational changes that result in a new headcount consistent with OFCCP federal

1 guidelines. Positions for Snap’s executive leadership, including but not limited to Director positions and
2 above (e.g., Senior Vice President and Vice President level positions) may be excluded from any
3 intranet posting requirements. Where no headcount is added and for the executive leadership positions,
4 Snap will evaluate in good faith whether the role requires posting. A good faith evaluation will include
5 evaluating: (a) whether multiple team members currently meet the qualifications for the executive
6 leadership role, and (b) if more than one team member would likely be interested in the executive
7 leadership role. If both criteria are met, then Snap will post the role, unless there are additional
8 legitimate business considerations, such as confidentiality or established succession planning that
9 counsel against posting. The Monitor shall monitor Snap’s compliance with this provision, including
10 working with Snap on maintaining information about exemptions to postings.

11 d. Limiting Subjectivity and Implicit Bias: Snap shall further limit subjectivity and implicit
12 bias in the employment decision-making and selection processes, including but not limited to:

13 i. making good faith, reasonable efforts to provide outreach and recruitment to
14 ethnically, gender, racially, and socio-economically diverse communities, and make good faith,
15 reasonable efforts to avoid introduction of bias or limitations on the candidate pool. Snap, through the
16 Monitor, shall report to CRD on its efforts to conduct outreach and recruitment;

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

20 iii. making good faith, reasonable efforts to encourage ethnic, gender, racial, and
21 socio-economic diversity in selection panels while taking into account Snap’s hiring needs;

22 iv. assigning roles and levels in an equitable manner consistent with a candidate’s
23 experience and education;

24 v. providing training and revising any policies or procedures to ensure equitable and
25 intentional distribution of stretch assignments that affect employee’s promotional opportunities;

26 vi. ensuring that applicant records are tracked for each step of the hiring or
27 promotion process, including any records on whether an applicant is considered for an interview or call-
28

1 back for a position, whether an applicant is offered an interview, results of applicant interviews, and
2 whether an applicant is offered a position or an applicant is rejected; and

3 vii. maintaining documents in accordance with Government Code section 12946, the
4 Labor Code and any applicable federal laws concerning retention of employment records.

5 46. Remedy and Prevent Sexual Harassment and Retaliation. Within forty-five (45) days of
6 the Effective Date, Snap shall hire and pay for an independent monitor with expertise in the
7 field/industry, the Monitor, jointly selected with CRD, but CRD will have final approval authority
8 regarding the selection, which shall not be arbitrarily upheld. The Monitor shall annually audit sexual
9 harassment, retaliation, and discrimination compliance (including record-keeping responsibilities) in
10 Snap’s California offices.

11 a. Audit Report. At the conclusion of each audit, the Monitor will provide a written report
12 (“Audit Report”) to CRD and Snap regarding Snap’s compliance with Paragraph 46. Each Audit Report
13 shall provide: (a) the scope of the audit; (b) a detailed list of the data collected and interviews
14 conducted, if any, in the course of the audit; (c) any difficulties with conducting the audit; (d) an
15 itemized assessment as to whether Snap is complying with those provisions of the Decree subject to the
16 audit; and (e) what data the Monitor relied upon in reaching this assessment, and what data contradicts
17 this assessment, if any; and (f) the Monitor’s recommendations, if any, for further remediation if he or
18 she determines that compliance is deficient. Snap will review any recommendations made by the
19 Monitor’s Audit Reports in good faith and may provide any rebuttal information. The Audit Report will
20 also include an aggregate, anonymized summary of all sexual harassment, retaliation, and discrimination
21 complaints and investigations during the duration of the Decree, including for each complaint providing
22 the type of complaint, specific individual who is the subject of the complaint in an anonymized fashion
23 (i.e. employee identification number), existence of any prior complaints involving the subject employee,
24 and the outcome of the investigation. After reviewing the Audit Report, CRD may request additional
25 information from the Monitor about certain complaints/investigations. CRD’s request shall identify the
26 particular information sought and the relevance of such information. CRD’s request shall be sent to the
27 Monitor and Snap. The parties agree to work in good faith to resolve CRD’s request. While Snap does
28 not have a privilege with the Monitor themselves, the Monitor’s work shall not be considered a waiver

1 of Snap’s ability to assert any applicable privilege, including work product, or attorney-client
2 communications, should such privilege be found to exist.

3 b. Monitor’s Access. Snap shall provide the Monitor with reasonable access, as needed, to
4 all of Snap’s California staff, facilities, and documents that are relevant to evaluate compliance with
5 Paragraph 46. Snap shall communicate to all employees and agents, as necessary, that they are to
6 cooperate fully with the Monitor. All non-public information obtained by the Monitor shall be
7 maintained in a confidential manner, and all information obtained by the Monitor shall be used only for
8 the purposes of implementing this Decree. While Snap does not have a privilege with the Monitor
9 themselves, providing information to the Monitor shall not be considered a waiver of Snap’s ability to
10 assert any applicable privilege, including work product, or attorney-client communications, should such
11 privilege be found to exist.

12 c. Communications with Monitor. The Monitor may have *ex parte* communications at any
13 time with the Parties, including counsel for the Parties, and employees, agents, and all others working
14 for or on behalf of the Parties. The Monitor may also speak with anyone else the Monitor deems
15 necessary for accomplishing its duties under this Decree. A designee in Snap’s legal department retains
16 the *ex parte* right to ask the Monitor whether a Group/Class Member released their claims, the amount
17 they received, and the Monitor shall provide confirmation of the claims released and the amount within
18 one business day (if not sooner). To the extent, the designee in Snap’s legal department receives this
19 information, this information will be kept highly confidential, meaning that disclosures shall only be
20 made to those whose need for the information is reasonably necessary for a legitimate business purpose
21 (e.g. separation discussion, employment negotiation, potential litigation, or financial reporting, etc.).
22 Individuals whom the designee makes a disclosure to shall also agree to keep the information highly
23 confidential. In requesting this information, Snap’s designee will provide a brief explanation as to the
24 request, which the Monitor shall track and include in the Monitor’s Audit Report to CRD. It shall be
25 sufficient for Snap’s designee to state, for example, separation discussion, employment negotiation,
26 potential litigation, or rationale related to financial reporting. The requirement that Snap’s designee
27 provide an explanation and that the Monitor track the information is not intended to delay Snap’s access
28 to this information.

1 47. Record Keeping. Snap shall maintain the following:

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

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

10 c. Snap shall create and maintain a centralized database of all California employee and
11 contractor complaints made to Snap regarding gender discrimination, harassment, retaliation, and equal
12 pay, and preserve all documentation of such complaints (including investigations and results of
13 investigation) for at least seven (7) years.

14 d. Any analysis, investigation, or other internal audit concerning discrimination, retaliation,
15 or harassment in California, that Snap cites in a public statement, either by title or by referencing
16 specific results, shall be provided to any Snap employee upon request. Any analysis, investigation, or
17 other internal audit concerning discrimination, retaliation, harassment, or other unlawful workplace
18 practice in California that Snap cites in a public statement by title or by referencing specific results shall
19 be provided to Monitor. The Monitor shall provide an annual list to CRD and upon request from CRD
20 shall be provided a copy of the analysis, investigation or internal audit.

21 e. A violation of these requirements will be a violation of the Decree.

22 48. Training: Within ninety (90) days after CRD provides feedback on the trainings, Snap
23 shall, at its own cost, provide and pay for a one-time interactive training totaling two (2) hours in
24 duration for Snap's California employees. The training shall include discussion of elimination of bias in
25 promotion and compensation, including creating a culture of pay equity, unconscious bias, eliminating
26 bias in distributing stretch assignments, and California's pay equity requirements. The duration of the
27 training will be in addition to the legally-mandated training required of all California employees on
28 sexual harassment and abusive conduct prevention, pursuant to California Government Code section

1 12950.1. Snap shall maintain records regarding the occurrence of the trainings, including any training
2 materials, sign in sheets, or records relating to attendance. Ninety (90) days after the Effective Date,
3 Snap shall provide proposed training materials to CRD. CRD shall have thirty (30) days following
4 Snap's submission of said training materials to provide feedback on the trainings. Snap shall further
5 provide a written verification that the training has occurred to CRD, including providing in writing any
6 modifications of the training materials previously submitted to CRD.

7 49. Employment Agreements and Settlements. Snap agrees that any future agreement related
8 to an employee's separation from employment in California will not contain any provision that prohibits
9 the disclosure of information about unlawful acts in the workplace. Snap will comply with California
10 law regarding employee releases and non-disclosure agreements. Snap shall not require, as a condition
11 of employment, continued employment, or the receipt of any employment-related benefit, any applicant
12 for employment or any employee to waive any right, forum, or procedure for a violation of any
13 provision of the FEHA or the Labor Code, including the right to file and pursue a civil action or a
14 complaint with, or otherwise notify, any federal or state agency, other public prosecutor, law
15 enforcement agency, or any court or other governmental entity of any alleged violation. Snap shall not
16 impede, impair or interfere with the right of any person or employee to voluntarily communicate with
17 the government about any matter, or file and pursue a civil action or complaint with, or otherwise notify,
18 a federal or state agency, other public prosecutor, law enforcement agency, or any court or other
19 governmental entity of any potentially unlawful workplace practice.

20 **XI. ENFORCEMENT**

21 50. As requested by the Parties, the Court retains jurisdiction over the Parties to enforce this
22 Decree.

23 51. If CRD has reason to believe that Snap has failed to comply with any provision of this
24 Decree, CRD may file a motion in this Court to enforce this Decree. If the Effective Date occurs sooner
25 than thirty (30) days from the date of signature of this Consent Decree, all deadlines in Section X will be
26 extended by thirty (30) days. Nothing within this acknowledgment shall affect the timeline for Snap
27 retaining an expert or monitor or creating the training in Paragraph 48. CRD agrees that before filing
28 any motion, CRD will meet and confer with Snap and provide a summary of Snap's alleged non-

1 compliance and a reasonable opportunity to cure before filing the motion. If Snap has failed to timely
2 comply with any of this Decree’s deposit or payment requirements CRD need not provide prior written
3 notice of non-compliance and may proceed directly to enforce the Decree.

4 52. Failure by CRD to seek enforcement of this Decree with respect to any instance or
5 provision shall not be construed as a waiver of enforcement regarding other instances or provisions.

6 53. Any documents that Snap creates as required by this Decree or records that this Decree
7 requires Snap to maintain, and any documents that the Administrator creates, obtains, or exchanges with
8 Snap under this Decree, shall be admissible as evidence in any motion or proceeding to enforce this
9 Decree.

10 54. Consistent with Government Code sections 12965, subdivision (c), and 12964, the Court,
11 in its discretion, may award CRD reasonable attorney fees and costs for work performed as a prevailing
12 party on any motion or other proceeding to enforce, interpret, or defend this Decree or to resolve
13 disputes arising under it. Snap shall be entitled to reasonable attorney fees and costs as a prevailing
14 party on any motion or other proceeding to enforce, interpret, or defend this Decree or to resolve
15 disputes arising under if the Court determines it was frivolous, unreasonable, or groundless when
16 brought, or that CRD continued to litigate after it clearly became so.

17 **XII. GENERAL PROVISIONS**

18 55. Dates/Deadlines. Unless otherwise noted, all references to “days” in this Consent Decree
19 shall be to calendar days. In the event any date or deadline set forth in this Consent Decree falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

21 56. Notification. All documents, payments, and communications required to be sent to one
22 or more Parties under this Decree shall be sent to the following individuals by both U.S. mail and, where
23 practicable, e-mail, but if e-mail is not practicable then an overnight mail service with tracking shall be
24 used:

25 a. For CRD:

26 California Civil Rights Department

27 Legal Division

28 Attention: Rumduol Vuong, Assistant Chief Counsel

1 320 West 4th Street, Suite 1000, 10th Floor
2 Los Angeles, CA 90013
3 E-mail: rumduol.vuong@calcivirights.ca.gov

4 b. For Snap:

5 Gibson, Dunn & Crutcher LLP
6 Catherine Conway
7 Tiffany Phan
8 333 S. Grand Ave
9 Los Angeles, CA 90071
10 E-mail:cconway@gibsondunn.com; tphan@gibsondunn.com

11 57. Binding. This Decree shall be binding on all Parties, including Snap’s principals, agents,
12 executors, administrators, representatives, employees, successors in interest, beneficiaries, assigns, and
13 legal representatives.

14 58. Interest on Late Payments. If Snap fails to make deposits or payments in full by a
15 deadline specified in this Decree, interest shall accrue at the rate of ten (10) percent per annum on the
16 remaining amount still due.

17 59. No Admission. This Consent Decree and compliance with this Consent Decree shall not
18 be construed in any way as an admission by CRD or Snap as to the merits of any claims alleged. This
19 Consent Decree shall not be construed in any way as an admission by Snap of any liability whatsoever,
20 or as an admission by Snap of any violations of any order, law, statute, duty or contract whatsoever.

21 60. Voluntary Execution. The Parties acknowledge that they have read and fully understand
22 all of the provisions of this Decree and that they have voluntarily agreed to it, without coercion, duress,
23 or undue influence, and based on each Party’s own judgment without reliance on any representations or
24 promises made by other Parties other than those contained herein. The Parties represent and
25 acknowledge that they have had an opportunity to be represented by legal counsel of their own choice
26 throughout all of the settlement negotiations that preceded this Decree in connection with negotiating,
27 preparing, and executing this Decree.

28 61. Authority. The signatories to this Decree confirm that they have the authority to bind the

1 respective Parties identified below to the terms of this Decree.

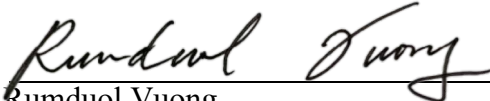
2 62. Counterparts and Duplicates. This Decree may be executed in counterparts, each of
3 which shall be deemed an original, and which together shall constitute the Parties' single agreement.
4 Facsimile, e-mail, PDF, and photocopied signatures shall also be deemed original for all purposes.

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

12 Respectfully submitted,

13 DATED: June 18, 2024

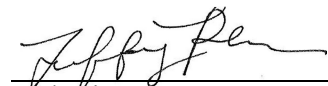
CALIFORNIA CIVIL RIGHTS DEPARTMENT

14 By: 
15 Rumduol Vuong

16
17 Attorneys for Plaintiff,
CALIFORNIA CIVIL RIGHTS DEPARTMENT

18 DATED: June 18, 2024

GIBSON, DUNN & CRUTCHER LLP


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20 By: 
21 Catherine Conway
Tiffany Phan

22 Attorneys for Defendant
23 SNAP INC.

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DATED: June 18, 2024

MITCHELL SILBERBERG & KNUPP LLP

By: 

Adam Levin
Stephen A. Rossi
Corey Singer

Attorneys for Defendant
SNAP INC.

DATED: June 18, 2024

SNAP INC.

By: _____
Michael O' Sullivan

General Counsel
SNAP INC.

1 respective Parties identified below to the terms of this Decree.

2 62. Counterparts and Duplicates. This Decree may be executed in counterparts, each of
3 which shall be deemed an original, and which together shall constitute the Parties’ single agreement.
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6 counsel, this Decree will constitute the entire agreement between the Parties relating to the settlement,
7 subject to the Court’s approval and entry thereof, and it will then be deemed that no oral representations,
8 warranties, covenants, or inducements have been made to any Party concerning this Decree other than
9 the representations, warranties, covenants, and inducements expressly stated in this Decree. All prior or
10 contemporaneous agreements, understandings, and statements, whether oral or written, whether express
11 or implied, and whether by a Party or a Party’s counsel, are merged herein.

12
13 DATED: June 18, 2024
14
15 Respectfully submitted,
16 CALIFORNIA CIVIL RIGHTS DEPARTMENT

17 By: _____
18 Rumduol Vuong

19 Attorneys for Plaintiff,
20 CALIFORNIA CIVIL RIGHTS DEPARTMENT

21 DATED: June 18, 2024
22 GIBSON, DUNN & CRUTCHER LLP

23 By: _____
24 Catherine Conway
25 Tiffany Phan

26 Attorneys for Defendant
27 SNAP INC.
28

1 DATED: June 18, 2024

MITCHELL SILBERBERG & KNUPP LLP

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By: _____

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Adam Levin
Stephen A. Rossi
Corey Singer

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Attorneys for Defendant
SNAP INC.

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8 DATED: June 18, 2024

SNAP INC.

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DocuSigned by:

Michael O'Sullivan

By: _____
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Michael O' Sullivan

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General Counsel
SNAP INC.

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1 **EXHIBIT A: RELEASE OF CLAIMS**

2 By depositing any monetary payment made out to you by Snap Inc. (“Snap”), you acknowledge
3 that such payment constitutes consideration for acceptance of the relief offered to you by Snap in
4 connection with the Consent Decree between the California Civil Rights Department (“CRD”) and Snap
5 in resolution of *California Civil Rights Department v. Snap Inc.*, Los Angeles County Superior Court
6 Case No. _____ (the “Action”), and by depositing the monetary payment, you are voluntarily waiving
7 your rights as set forth in this Release of Claims.

8 **MINIMUM AND TENURE ADJUSTMENT PAYMENT RELEASE**

9 By depositing the monetary payment consisting of the Minimum Payment and Tenure
10 Adjustment (if any), you hereby release and forever discharge Snap including each of its past and
11 present successors, subsidiaries, parents, holding companies, related or affiliated companies and
12 divisions, assigns, joint ventures, both individually and in their official capacities, as well as their past or
13 present shareholders, owners, officers, directors, employees, agents, servants, registered representatives,
14 attorneys, insurers, reinsurers, fiduciaries, successors and assigns, and any individual or entity who
15 could be jointly liable, and persons acting by, through, under or in concert with any of these persons or
16 entities, of and from any and all claims asserted by the CRD in the Los Angeles County Superior Court
17 action *California Civil Rights Department v. Snap Inc.*, Case Number _____, including but not
18 limited to its claims under the Fair Employment and Housing Act (“FEHA”) for sex discrimination
19 based on compensation, promotion and termination/constructive discharge (Gov. Code, § 12940, subd.
20 (a)), equal pay (Labor Code, § 1197.5; Gov. Code, § 12930(f)(5)), sexual harassment or hostile work
21 environment (Gov. Code, § 12940 subd. (j)), retaliation (Gov. Code, § 12940, subd. (h)), and failure to
22 prevent unlawful employment practices (Gov. Code, § 12940 subd. (k)) that occurred on or before
23 **[DATE OF CONSENT DECREE FILING]**.

24 **DISCRETIONARY FUND RELEASE**

25 By depositing a payment from the Discretionary Fund, you hereby further release and forever
26 discharge Snap including each of its past and present successors, subsidiaries, parents, holding
27 companies, related or affiliated companies and divisions, assigns, joint ventures, both individually and in
28 their official capacities, as well as their past or present shareholders, owners, officers, directors,
employees, agents, servants, registered representatives, attorneys, insurers, reinsurers, 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, of and from any and all claims arising
under FEHA for any protected basis for any unlawful acts and California’s Equal Pay Act (Labor Code,
§ 1197.5; Gov. Code, § 12930(f)(5)), which occurred on or before **[DATE OF CONSENT DECREE
FILING]**.

**If you deposit any monetary payment made out to you by Snap pursuant to the Consent
Decree, you are thereby releasing the claims covered by the Consent Decree, as described in the
preceding paragraphs.**

Depositing the monetary payment constitutes acceptance of this Release, which constitutes the
entire agreement between you and Snap with regard to the claims identified above, without exception or
exclusion.

1 A copy of the Consent Decree has been made available to you through the website maintained by
2 the administrator ([https://www.____\[Administrator\]](https://www.____[Administrator])). By depositing the monetary payment, you accept
3 this Release and acknowledge that you have been provided the opportunity to review the Consent
4 Decree with an attorney of your choosing, and that you understand that you are solely responsible for
5 paying any applicable federal, state and local taxes you owe as a result of receiving payment under this
6 Consent Decree. If you cash or deposit payment, you are agreeing to hold the Parties free and harmless
7 from and against any claims resulting from treatment of such payments as non-taxable damages,
8 including the treatment of such payment as not subject to withholding or deduction for payroll and
9 employment taxes.

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**YOU DO NOT HAVE TO RETURN THIS RELEASE IN ORDER TO PARTICIPATE IN THE
SETTLEMENT. IF YOU DEPOSIT A CHECK FROM THIS SETTLEMENT, YOU WILL
RELEASE THE CLAIMS AS LISTED ON THIS RELEASE.**

EXHIBIT B: NOTICE

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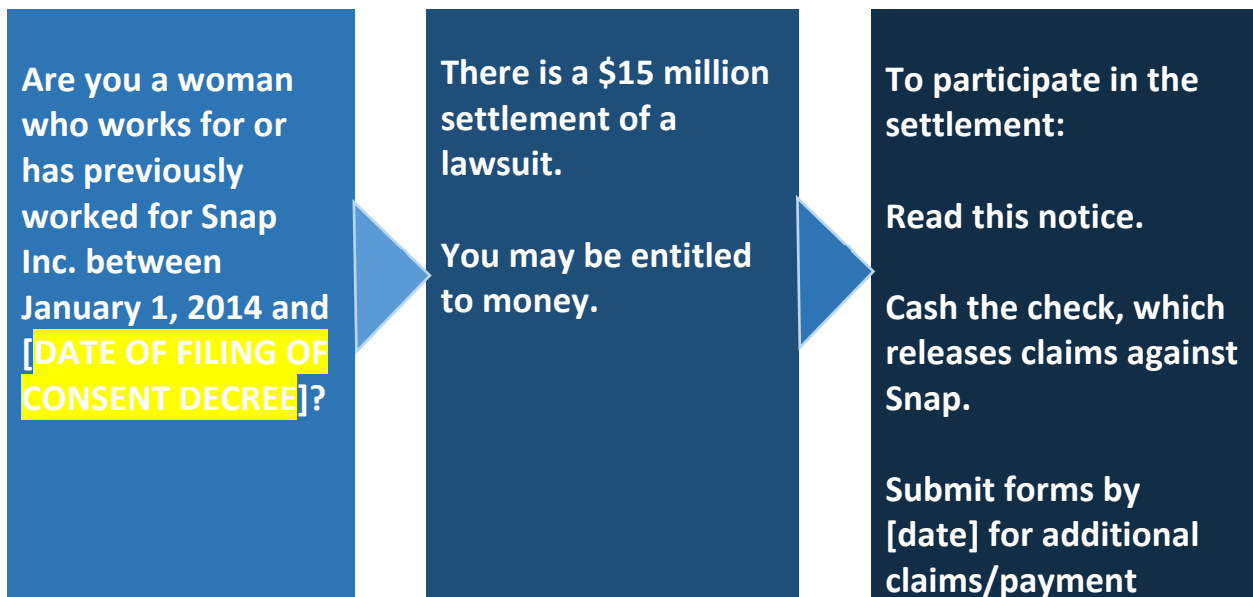
California Superior Court, County of Los Angeles

California Civil Rights Department v. Snap Inc.,

Case No. _____

Notice to Group/Class

Authorized by the California Superior Court



Important things to know:

- You have been identified as a woman who works for or previously worked for Snap Inc. between January 1, 2014 and [DATE OF FILING OF CONSENT DECREE]. You are receiving a check consisting of a minimum payment and a tenure adjustment if you worked for Snap in California for more than six months (aggregated).
- If you cash or deposit the check you receive related to this settlement, you are agreeing to release specific legal claims against Snap Inc.
- You may be eligible for additional money if you submit the Discretionary Fund claim forms.
- You can learn more at: [website].

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About this Notice

Why did I get this notice?

This notice is to tell you about the settlement of a government enforcement action that the California Civil Rights Department is bringing on behalf of women who work or have worked in California for Snap Inc. between January 1, 2014 and [DATE OF CONSENT DECREE FILING]. **You received this notice because you may be a member of the group of people affected, called the Group/Class.** This notice gives you a summary of the terms of the settlement agreement, explains what rights you have, and helps you make informed decisions about what action to take.

Along with this Notice, you have also received a check. This Notice will provide information about what happens if you deposit/cash the check (you will give up certain legal rights), why you are receiving a check, and other questions you may have about this settlement. This Notice is an important legal document, and we recommend that you read all of it.

What do I do next?

Read this notice to understand the settlement and to determine if you are a part of the Group/Class.

Options	More information about each option
Deposit Check	If you deposit or cash the enclosed check, you are agreeing to release legal claims against Snap Inc. arising from this action as set out in the Release document in the section for Minimum and Tenure Payments.
Do Not Deposit Check	You will not receive any monetary benefit from this settlement. You will keep any potential claims that you may have against Snap Inc. about the same issues.
Submit the Discretionary Fund Claim Forms	You may be eligible for additional monetary relief beyond the enclosed payment. To be considered for additional monetary relief, you must submit the Discretionary Fund Claim Form that is also enclosed.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

You must deposit/cash your check by 180 days of issuance or the check will be considered void.

Your deadline to submit a Discretionary Fund Claim Form: **[date]**

Learning About the Government Enforcement Action

What is this government enforcement action about?

The California Civil Rights Department ("CRD"), formerly the Department of Fair Employment and Housing, issued a cause finding in 2022 determining that CRD had reasonable cause to believe that Snap Inc. had violated state anti-discrimination and harassment laws in violation of the Fair Employment and Housing Act ("FEHA"), the Equal Pay Act, and related provisions of the Labor Code.

Where can I learn more?

You can get a complete copy of the settlement and other key documents in this lawsuit at:
[website]

Why is there a settlement in this lawsuit?

In 2024, the parties agreed to settle before a lawsuit was filed. Both sides want to avoid the risk and expense of litigation.

The settlement is on behalf of all members of the settlement class. The Court has not decided this case in favor of either side. Snap denies all liability.

What is a settlement?

A settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to group/class members and changes to the practices that caused the harm.

What happens next in this lawsuit?

If you want to participate in the settlement, you should cash the enclosed check and you will release the claims set out in the attached release. Individuals will be given an opportunity to decide whether they want to submit claims for the Discretionary Fund (discussed in greater detail later).

Learning About the Settlement

What does the settlement provide?

Snap Inc. has agreed to pay \$15,000,000 into a settlement fund. This money has been divided among the Group/Class Members and will also be used to pay for costs and fees approved by the Court, including the cost of administering this settlement (expected to be approximately \$[dollar amount]) and CRD's attorneys' fees. Of the \$15 million, about \$3.5 million has been allocated to the Discretionary Fund, \$3 million for minimum payments, and \$8 million for tenure adjustments.

Members of the settlement class will release their claims as part of the settlement by depositing or cashing their check, which means they cannot sue Snap Inc. for the same issues in this lawsuit. The full terms of the release are enclosed and can be found at [website].

If there is money left over after the claims process is completed, it will be redistributed to Group/Class Members who have already cashed or deposited payment checks within the settlement's deadlines.

How do I know if I am part of this settlement?

If you are a current or former female employee that worked for Snap Inc. in California at any time between January 1, 2014 and [DATE OF CONSENT DECREE FILING], you are part of this settlement. If you are not a female employee that worked for Snap Inc. in California during the relevant time period, do not cash the enclosed check.

If you are unsure of whether you are part of this settlement, contact

the Settlement Administrator at [phone number].

How much will my payment be?

As a Group/Class Member you are entitled to a Minimum Payment of \$[AMOUNT] before tax withholdings.

You may also receive an additional payment based on how long you worked at Snap Inc. This payment amount, or "Tenure Adjustment", will be calculated based on the number of weeks you worked for Snap Inc. in California between January 1, 2014 and [DATE OF CONSENT DECREE FILING]. By depositing the payment, you will release all claims listed in Exhibit A listed under the section for Minimum Payment and Tenure Adjustment, which includes all claims asserted by CRD in the Complaint, in which CRD alleged violations of FEHA and California's Equal Pay Act and related provisions of the Labor Code concerning discrimination against female employees in compensation, promotion, termination/constructive discharge, sexual harassment, equal pay, retaliation and failure to prevent unlawful employment practices.

You may also be eligible for additional monetary relief from the Discretionary Fund if you experienced any harassing comments, comments or conduct based on your sex or of a sexual nature, or any other wrongful conduct protected by FEHA on any other protected basis between January 1, 2014 and [DATE OF CONSENT DECREE FILING]. To be considered for additional monetary relief, you must complete and submit the Discretionary Fund Claim Form. CRD will review your submission and may reach out to you if CRD has questions. CRD will use that information to determine if you will receive additional money and how much money to allocate to you. If CRD determines you will be allocated money from the Discretionary Fund, you will be mailed a separate check and another copy of the Release. The Discretionary Fund Process will take at least another 180 days from the date that you received this notice.

Regardless of whether you choose to submit the Discretionary Fund Claim Form, if you choose to deposit the check containing the Minimum Payment and Tenure Adjustment (if any), you release all claims listed in Exhibit A listed under the section for Minimum Payment and Tenure Adjustment.

After the distribution of the Minimum Payments, Tenure Adjustments, the Discretionary Fund, and the settlement administrator’s costs, there may be additional settlement funds remaining. If that occurs, there may be a redistribution of funds to those who have cashed their checks.

Deciding What to Do

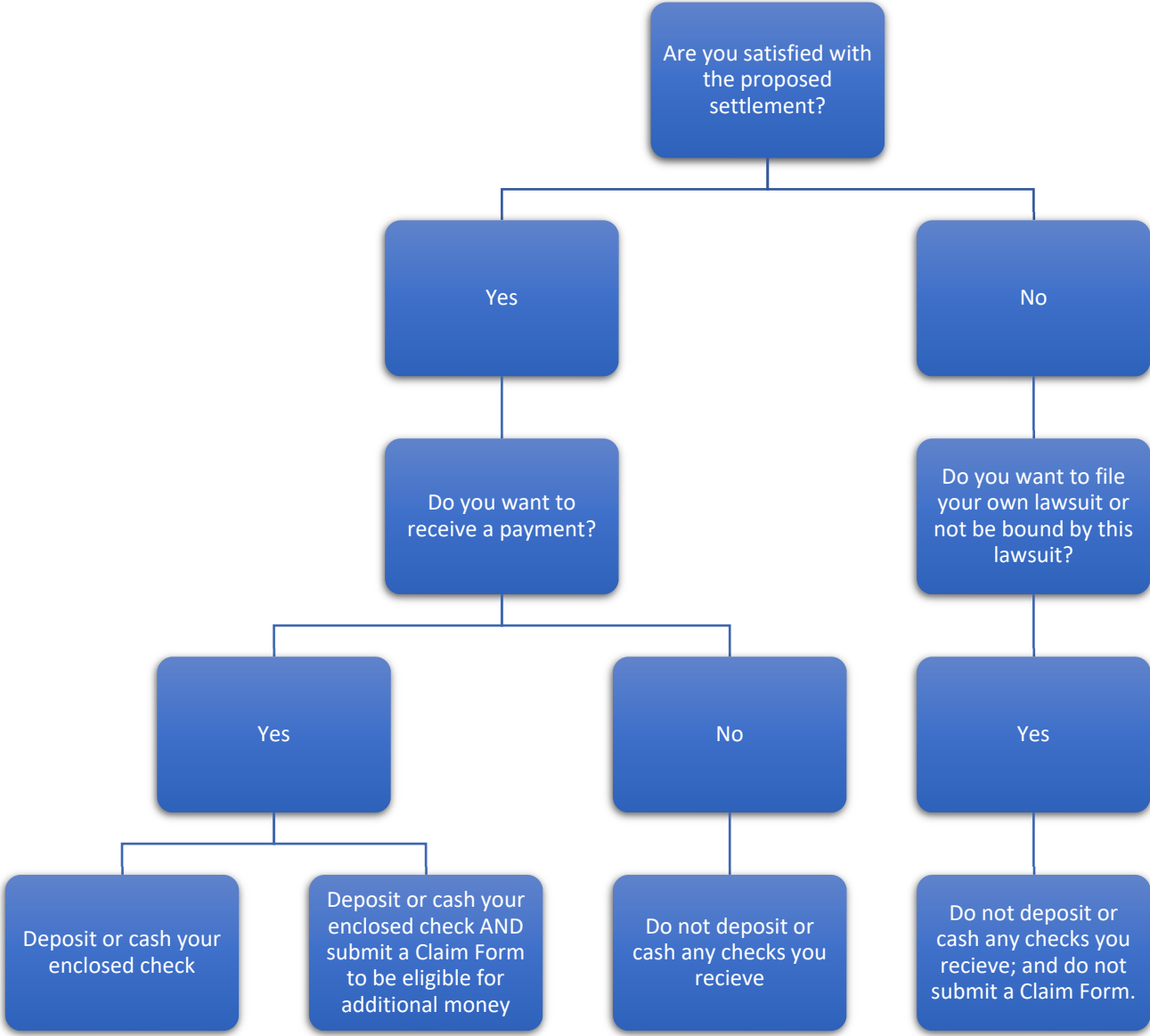
How do I weigh my options?

You have several options. You can opt into the settlement by depositing or cashing the settlement check, you can choose to pursue your own case, or you can do nothing. This chart shows the effects of each option:

	Deposit or Cash the Enclosed Check	Do Nothing	Submit a Claim Form
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES, IF YOU CASH THE ENCLOSED CHECK OR THE DISCRETIONARY FUND CHECK
Will I release my claims if I	YES	NO	YES, IF YOU CASH THE ENCLOSED CHECK OR THE DISCRETIONARY FUND CHECK
Can I pursue my own case if I . . .	NO	YES	YES, IF YOU DO NOT CASH THE ENCLOSED CHECK OR DISCRETIONARY FUND CHECK

Choose the best path for you:

Options



How do I get a payment if I am a class member?

You do not need to do anything further in order to receive the Minimum Payment and Tenure Adjustment (if any), it is included with this notice. If you believe you are eligible to receive additional payments, you must submit a completed Discretionary Fund Claim Form to the Settlement Administrator online or download a claim form at [website] and mail to the Settlement Administrator (address below) by [DATE].

If you cash or deposit your payments, you will hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes.

Do I have a lawyer in this lawsuit?

No. This is a governmental enforcement action. CRD is a state agency tasked with investigating and prosecuting civil rights actions and seeking remedies. CRD has the authority to file lawsuits on behalf of a group or class of persons adversely affected, in a similar manner, by an unlawful practice without directly representing them.

If you want to be represented by your own lawyer, you may hire one at your own expense. The expense of hiring your own lawyer will not be paid out of this settlement.

Do I have to pay the lawyers in this lawsuit?

No. CRD's lawyers' fees and costs for this settlement will be paid from the Settlement Fund. **You will not have to pay the CRD lawyers directly.**

Not Participating in Settlement

What if I don't want to be part of this settlement?

You will only be part of the settlement if you opt in by depositing or cashing the enclosed check. You can choose to not participate in the settlement by not cashing or depositing the check. By doing so, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the injunctive relief called for by the proposed settlement.

You can facilitate our recordkeeping by writing "VOID" on the check and/or destroying the physical copy and notifying the Settlement Administrator at [\[email address\]](#).

Doing Nothing

What are the consequences of doing nothing?

If you choose not to cash or deposit the check, the payment will become void after 180 days after the date of issue. You will retain the right to start, continue, or be part of any other lawsuit against Snap Inc. about the issues in this case. However, if you decide to cash or deposit the check, you are agreeing to release certain legal claims against Snap Inc. This means you will be bound by the settlement and its release provisions.

Please see the Consent Decree, which can be found at [\[website\]](#) for a full description of the claims.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [\[here\]](#). To get a copy of the settlement agreement or get answers to your questions:

- contact the California Civil Rights Department
- visit the case website at [\[website\]](#)
- visit the Clerk’s office of the Court (address below).

Resource	Contact Information
Case website	[website]
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]
California Civil Rights Department	California Civil Rights Department Legal Division 320 West 4th Street, Suite 1000, 10th Floor Los Angeles, CA 90013
Court (DO NOT CONTACT)	Superior Court of California County of Los Angeles

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- d. If you can recall, were the comments made within the past three years?
- 4. While employed at Snap, were you subject to any unwanted sex based or sexual comment(s) before [DATE OF CONSENT DECREE FILING]?

 - a. If yes, please describe the comment(s)?
 - b. Who made the comment(s)? Please include full name and job title if you have that information.
 - c. How often did the comment(s) occur?
 - d. If you can recall, were the comments made within the past three years?

- 5. While employed at Snap, were you subject to any unwanted physical incident(s) or conduct (i.e. touching, caressing, groping) before [DATE OF CONSENT DECREE FILING]?

 - a. If yes, please describe the conduct or incident(s)?
 - b. Who engaged in the conduct or incident(s)? Please include full name and job title if you have that information.
 - c. If you can recall, did the conduct occur within the past three years?
 - d. How often did the incident(s) occur?

- 6. While employed at Snap, were you subject to any other conduct that was based on a protected characteristic that you found inappropriate before [DATE OF CONSENT DECREE FILING]?

 - a. If yes, please describe the conduct?
 - b. Who engaged in the conduct? Please include full name and job title if you have that information.
 - c. If you can recall, did the conduct occur within the past three years ?
 - d. How often did the conduct occur?

- 7. While employed at Snap, were you subject to any other behavior you found inequitable before [DATE OF CONSENT DECREE FILING]?

 - a. If yes, please describe the behavior?
 - b. Who engaged in the behavior? Please include full name and job title if you have that information.
 - c. If you can recall, did the behavior occur within the past three years?
 - d. How often did the behavior occur?

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8. Do you have any documents or materials to support your concerns? If so, please describe or provide a copy.

YOU ACKNOWLEDGE THAT YOU ARE SUBMITTING THIS INFORMATION UNDER
PENALTY OF PERJURY.
