

# **Exhibit A**

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14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**  
16 **OAKLAND DIVISION**

17 STEVE RABIN and JOHN CHAPMAN,  
18 on behalf of themselves, and all others  
19 similarly situated,  
20 Plaintiffs,

21 v.

22 PRICEWATERHOUSECOOPERS LLP,  
23 Defendant.

Case No. 16-cv-02276-JST

**COLLECTIVE AND CLASS ACTION  
SETTLEMENT AND RELEASE**

Hon. Jon S. Tigar

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1 Subject to approval by the United States District Court for the Northern District of  
2 California, this Collective and Class Action Settlement Agreement sets forth the full and final  
3 terms by which Defendant PricewaterhouseCoopers LLP (“PwC”) and the Named Plaintiffs and  
4 Class Representatives, Steve Rabin and John Chapman (“Plaintiffs”), on behalf of themselves and  
the Settlement Class and Settlement Collective as defined below (collectively, “Covered  
Individuals”), have settled and resolved all claims that have been raised in the Litigation.

5 **RECITALS**

6 WHEREAS, an amended collective and class action Complaint (“Complaint”) was filed  
7 on September 8, 2016, alleging violations of the federal Age Discrimination in Employment Act  
8 of 1967, as amended, 29 U.S.C. §§ 621, *et seq.* (“ADEA”), the California Fair Employment and  
9 Housing Act, Cal. Gov. Code §§ 12900, *et seq.* (“FEHA”), the California Unfair Competition  
10 Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”), and the Elliott-Larsen Civil Rights Act,  
Mich. Comp. Laws § 37.2101, *et seq.* (“MCRA”), including both disparate treatment (intentional  
discrimination) and disparate impact theories, for failure or refusal to hire qualified workers over  
age 40 into Covered Positions;

11 WHEREAS, PwC denied and continues to deny all of the allegations made and has denied  
12 and continues to deny that it is liable or owes damages to anyone with respect to the alleged facts  
13 or causes of action asserted. Nonetheless, without admitting or conceding any liability or  
14 damages, the Parties have agreed to settle the lawsuit on the terms and conditions set forth herein  
to avoid the burden and expense of continuing litigation;

15 WHEREAS, the Parties engaged in a substantial discovery and exchange of documents,  
data, and analyses;

16 WHEREAS, the Parties attended (1) a full-day mediation with Robert A. Meyer, of JAMS  
17 on September 21, 2018, an experienced mediator with particular expertise with complex litigation  
18 and (2) a second full-day mediation on January 21, 2020 with David Rotman of Rotman  
Mediation Services, an experienced mediator with particular expertise with complex employment  
discrimination class actions;

19 WHEREAS, the Parties reached a Settlement in principle on January 21, 2020 and  
20 continued settlement negotiations culminating in the signing of a memorandum of understanding  
21 on February 18, 2020;

22 WHEREAS, the Parties recognize that, in the absence of an approved Settlement, they  
23 would face a long course of litigation, including extensive, costly and time-consuming discovery,  
24 extensive motion practice (*e.g.*, a Rule 23 class certification motion, a motion for decertification  
of the collective action, motions for summary judgment), trial, and potential appellate  
25 proceedings that would consume time and resources and present each of them with ongoing  
litigation risks and uncertainties;

26 WHEREAS, the Parties wish to avoid these risks and uncertainties, as well as the  
27 consumption of time and resources, through settlement pursuant to the terms and conditions set  
forth herein;

28 WHEREAS, based upon their analysis and evaluation of a number of factors, and

1 recognizing the substantial risks of continued litigation, including the possibility that the  
2 Litigation, if not settled now, might result in no recovery or a recovery that is less favorable to the  
3 Plaintiffs, counsel for Plaintiffs is satisfied that the terms and conditions of this Agreement are  
4 fair, reasonable, and adequate and that this Agreement is in the best interests of the Covered  
5 Individuals;

6 WHEREAS, the Class Representatives believe that the Settlement set forth herein serves  
7 the best interests of the Settlement Class and the Settlement Collective based on all the facts and  
8 circumstances, including the risk of significant delay and the uncertainty of class certification, as  
9 it provides prompt relief for the Covered Individuals;

10 WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise,  
11 and discharge all disputes and claims arising from or related to the Litigation which exist between  
12 them and between the Named Plaintiffs, the Settlement Class, the Settlement Collective, and the  
13 Released Parties;

14 NOW, THEREFORE, in consideration of the mutual covenants and promises set forth  
15 herein, as well as the good and valuable consideration provided for herein, the Parties agree to a  
16 full and complete settlement of the Litigation on the following terms and conditions  
17 (“Settlement”):

## 18 1. DEFINITIONS

19 The following terms shall have the meanings defined in this Section, wherever used in  
20 this Agreement, and in all of its exhibits:

- 21 1.1 **Agreement.** “Agreement” means this settlement agreement and all exhibits attached to  
22 it.
- 23 1.2 **CAFA Notice.** “CAFA Notice” means the notice required pursuant to 28 U.S.C.  
24 § 1715(b).
- 25 1.3 **California Class.** “California Class” means all applicants who, between September 8,  
26 2013 and January 21, 2020 (inclusive), (a) applied for and were denied a Covered  
27 Position in California or (b) resided in California at the time they applied to a Covered  
28 Position and were denied; and were aged 40 or older at the time of application.
- 1.4 **Campus Track.** “Campus Track” means the Associate positions in Tax and Assurance,  
excluding Experienced Associate and Senior Associate positions.
- 1.5 **Chief Purpose & Inclusion Officer.** “Chief Purpose & Inclusion Officer” means the  
leader of the Diversity & Inclusion team, or to the extent that the team’s name or  
structure changes, the most suitable equivalent role.
- 1.6 **Claimants.** “Claimants” means any and all Covered Individuals who do not properly opt  
out of the Settlement (*see* § 9.3) and who properly submit a completed Claim Form (*see* §  
9.2.7).

- 1 1.7 **Claim Form.** “Claim Form” means the form that Participating Class and Participating  
2 Collective Members must fully complete in order to be eligible for the monetary benefits  
3 of the Settlement, substantially in the form attached hereto as Exhibit 2, and as approved by  
4 the Court.
- 4 1.8 **Claims Period.** The period of sixty (60) calendar days for Covered Individuals to submit  
5 Claim Forms, object, and/or opt out. This period will begin to run on the date of the  
6 initial Notice mailing.
- 6 1.9 **Class Counsel.** “Class Counsel” means the law firm of Outten & Golden LLP; AARP  
7 Foundation Litigation; and The Liu Law Firm, P.C., in their capacities representing the  
8 Settlement Class and Settlement Collective.
- 8 1.10 **Court.** “Court” means the Court having jurisdiction over this Litigation, at any stage  
9 (currently the United States District Court for the Northern District of California).
- 10 1.11 **Covered Individuals.** “Covered Individuals” means, collectively, “Named Plaintiffs,”  
11 the “Settlement Class Members,” and “the Settlement Collective Members.”
- 11 1.12 **Covered Period.** The “Covered Period” means (1) October 18, 2013 to January 21, 2020 for  
12 the Settlement Collective and (2) September 8, 2013 to January 21, 2020 for the Settlement  
13 Class.
- 14 1.13 **Covered Position.** A “Covered Position” means full-time Associate, Experienced  
15 Associate, and Senior Associate positions in PwC’s Tax and Assurance lines of service.
- 16 1.14 **Declarants.** “Declarant” or “Declarants” refers to the following twenty-eight (28)  
17 individuals: Bon Joon Ahn; Nii-Ama Akuete; James Boyd Bankston; Brian Barnhart;  
18 Harry Brown III; Lori Cairns; Dickran Guerguerian; Brian Griffith; Birgit Halliday;  
19 Sonya Hearn; James Huffman; Barry Iio; Heather Jackson; Charles Kelly; Kelli King;  
20 Sherene Lane-Pryce; Salvador Maciel; Michael Narey; Karl Painter; Ralph Penso;  
21 Lynette Rhodes; Girma Tiruneh; Darryl Tolliver; Harry Treinen; Daniela Wells; Cynthia  
22 Woolbright; Jocelyn Wooten; and William Zatek.
- 22 1.15 **Declarant Service Award.** The “Declarant Service Award” means the award given to a  
23 Declarant who agrees to a General Release.
- 23 1.16 **Default Award.** The “Default Award” means the award given to Claimants who are  
24 awarded zero points (see § 4.3.4).
- 24 1.17 **Default Award Amount.** The “Default Award Amount” is the amount given to those  
25 individuals who receive a Default Award under the Settlement, equal to \$200 per person.
- 25 1.18 **Default Award Fund.** The “Default Award Fund” is the total amount of all Default Awards  
26 to be allocated to Claimants.
- 26 1.19 **Defendant or PwC.** “Defendant” or “PwC” means PricewaterhouseCoopers LLP.
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- 1 1.20 **Defendant’s Counsel.** “Defendant’s Counsel” means the law firm of Kirkland & Ellis  
2 LLP.
- 3 1.21 **Distribution Fund.** “Distribution Fund” means the Net Fund minus the Default Award Fund  
(*see* § 4.3.4).
- 4 1.22 **Final Approval Hearing.** “Final Approval Hearing” means the hearing during which  
5 the Court shall decide whether to finally approve the Agreement and make such other  
6 rulings as are contemplated by this Agreement or as modified by any subsequent mutual  
agreement of the Parties in writing and approved by the Court.
- 7 1.23 **Final Approval Order.** “Final Approval Order” means the final order entered by the  
8 Court after the Final Approval Hearing.
- 9 1.24 **Finality.** “Finality” means the first court day after the date on which the Court has entered  
10 the Final Approval Order, provided that no timely objection has been made or that all  
11 timely objections have been resolved or withdrawn, thus triggering the appeal waiver in  
12 § 9.4.8. If an objection to the Settlement is timely filed and has not been resolved or  
13 withdrawn by the date on which the Court has entered the Final Approval Order, Finality  
shall be the date on which the deadline for taking an appeal has passed, or, if there is an  
14 appeal of the Court’s Final Approval Order, the day after all appeals are fully and finally  
15 resolved in favor of final approval of the Agreement.
- 16 1.25 **Gross Fund.** The “Gross Fund” means the common settlement fund account in the sum  
17 of Eleven Million Six Hundred Twenty-Five Thousand Dollars (\$11,625,000.00) that is  
18 established by the Settlement Administrator and shall be used to pay all Settlement  
19 payments to Claimants, and PwC’s share of any federal, state, and local payroll taxes  
20 (including FICA, FUTA, and SUTA) with respect to all Settlement payments to these  
individuals treated as wages for tax purposes; all Service Award(s); Class Counsel’s  
21 attorneys’ fees, costs, and expenses; and the fees and expenses of the Settlement  
Administrator; and the fees of the Implementation Expert. Other than the limited  
22 circumstance described in § 4.10, there shall be no reversion of any monies from the  
Gross Fund to PwC under any circumstances. Under no circumstances shall PwC be  
23 responsible for paying more than \$11,625,000 in the Settlement of this Litigation.
- 24 1.26 **Implementation Expert.** The “Implementation Expert” means the neutral expert consultant  
jointly selected by the Parties to consult with PwC on the Programmatic Relief component of  
25 this Agreement (*see* § 3).
- 26 1.27 **Litigation.** “Litigation” means the First Amended Complaint filed in the United  
27 States District Court for the Northern District of California Case No. 16-cv-02276-JST,  
on behalf of Named Plaintiffs, and the allegations and claims made therein.
- 28 1.28 **Michigan Class.** “Michigan Class” means all applicants who, between September 8,  
2013 and January 21, 2020 (inclusive), (a) applied for and were denied a Covered  
Position in Michigan or (b) resided in Michigan at the time they applied to a Covered  
Position and were denied; and were aged 40 or older at the time of application.



- 1 1.29 **Named Plaintiffs and Class Representatives.** “Named Plaintiffs” and “Class  
2 Representatives” means Steve Rabin and John Chapman. For purposes of this Settlement  
3 only, the Settlement Administrator will deem Named Plaintiffs as both Settlement Class  
4 Members and Settlement Collective Members, regardless of whether they would be deemed  
5 class members or collective members in litigation.
- 6 1.30 **Named Plaintiff Service Award(s).** “Named Plaintiff Service Award” means the additional  
7 amounts paid to the Named Plaintiffs, determined by the Court, for their service in this  
8 Litigation (*see* § 4.2.1).
- 9 1.31 **Net Fund.** The “Net Fund” is defined as the Gross Fund minus court-approved Class  
10 Counsel’s attorneys’ fees, costs, and expenses (*see* §§ 4.2.4, 5); Named Plaintiff Service  
11 Awards (*see* §§ 4.2.1, 6); Declarant Service Awards (*see* §§ 4.2.1, 6); the fees and  
12 expenses of the Settlement Administrator (*see* § 4.2.2); the fees of the Implementation  
13 Expert (*see* § 4.2.3); PwC’s share of any applicable federal, state, and local payroll takes  
14 (including FICA, FUTA, and SUTA) (*see* §§ 4.2.6, 4.5); and the Reserve Fund (§§ 4.2.5,  
15 10). The Net Fund shall be distributed to Claimants based on a plan of allocation set forth  
16 in § 4.3.
- 17 1.32 **Notice.** “Notice” means the Notice of Collective and Class Action Settlement,  
18 substantially in the form attached hereto as Exhibit 1, and as approved by the Court.
- 19 1.33 **Participating Class and Participating Collective Members.** “Participating Class and  
20 Participating Collective Members” means all individuals in the Settlement Class and  
21 Settlement Collective, as approved by the Court, who do not elect exclusion and do not  
22 timely opt out of the monetary relief provisions of the Settlement pursuant to the terms  
23 and conditions for exclusion set forth in the Settlement Agreement and Notice.
- 24 1.34 **Parties.** “Parties” means the Plaintiffs in this action and Defendant  
25 PricewaterhouseCoopers LLP. “Party” means either Plaintiffs or Defendant  
26 PricewaterhouseCoopers LLP.
- 27 1.35 **Preliminary Approval Order.** “Preliminary Approval Order” means the Order  
28 entered by the Court preliminarily approving, *inter alia*, the terms and conditions of this  
Agreement, the manner and timing of providing Notice, and the time period for, and the  
manner of, opt-outs and objections.
- 1.36 **Qualified Settlement Fund or QSF.** “Qualified Settlement Fund” or “QSF” means  
“qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Court’s  
preliminary approval of this Settlement will constitute valid authority to establish and  
maintain the QSF.
- 1.37 **Released Parties.** “Released Parties” means PricewaterhouseCoopers LLP,  
PricewaterhouseCoopers International Limited and its member firms, their past and  
present direct and indirect parents, subsidiaries, affiliates, divisions, predecessors,  
successors and assigns (each, a “PwC Network Firm” and collectively, the “PwC  
Network Firms”), and their past and present partners, principals, employees, officers,  
attorneys, insurers, representatives and agents, whether acting as agents or in individual  
capacities, and the PricewaterhouseCoopers LLP pension and welfare benefit plans (and

1 their respective administrators, fiduciaries, trustees and insurers, whether acting as agents  
2 or in individual capacities), and this Agreement shall inure to the benefit of and shall be  
binding upon and enforceable by all such entities and individuals.

3 1.38 **Reserve Claims.** “Reserve Claims” means claims made by Claimants, if any, pursuant  
4 to the process set forth in § 10.

5 1.39 **Reserve Fund.** “Reserve Fund” means the \$300,000 fund set aside from the Gross  
6 Settlement Amount to pay post-Finality “Reserve Claims” during the “Reserve Period.”

7 1.40 **Reserve Period.** “Reserve Period” means the 15-month period beginning at Finality as  
described in § 10.1.

8 1.41 **Settlement Administrator.** The “Settlement Administrator” means the entity selected by  
9 Class Counsel subject to PwC’s approval to administer the Settlement through a competitive  
bidding process. JND Legal Administration has been selected as the Settlement Administrator.

10 1.42 **Settlement Class.** “Settlement Class” or “Settlement Class Members” means, collectively,  
11 the “California Class” and the “Michigan Class.”

12 1.43 **Settlement Collective.** “Settlement Collective” or “Settlement Collective Members” means  
13 all the applicants (a) who applied to and were denied Covered Positions on or after October 18,  
14 2013, (b) who were aged 40 or older at the time of application, and (c) who opted in to this  
Litigation pursuant to the federal Age Discrimination in Employment Act of 1967, as  
15 amended, 29 U.S.C. §§ 621, *et seq.* (“ADEA”) on or before January 21, 2020.

## 16 2. GENERAL TERMS

17 2.1 **Full resolution.** It is the desire of the Parties to fully, finally, and forever settle,  
18 compromise, and discharge all disputes and claims arising from or related to the  
Litigation, which exist between them, and between the Released Parties and the Covered  
Individuals.

19 2.2 **Complete settlement and release.** It is the intention of the Parties that this Agreement  
20 shall constitute a full and complete settlement and release of all Released Claims, as  
21 defined in § 12.1, against all Released Parties and a dismissal of all pending actions  
covered by the Released Claims.

22 2.3 **Denials.** PwC denies all claims as to liability, wrongdoing, damages, penalties, interest,  
23 fees, injunctive relief and all other forms of relief, as well as the class and collective  
allegations asserted in the Litigation. PwC has agreed to resolve the Litigation via this  
24 Agreement, but to the extent this Agreement is deemed void or Finality does not occur,  
PwC does not waive, but rather expressly reserves, all rights to challenge any and all  
25 claims and allegations asserted by the Plaintiffs in the Litigation upon all procedural and  
substantive grounds, including without limitation the ability to challenge class or  
26 collective action treatment on any grounds and to assert any and all other potential  
defenses, privileges, or arbitration rights. Plaintiffs and Class Counsel agree that PwC  
27 retains and reserves these rights, and they agree not to take a position to the contrary.  
Specifically, Plaintiffs and Class Counsel agree that, if the Litigation were to proceed,  
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1 they shall not argue or present any argument that PwC should be barred from contesting  
 2 class action certification pursuant to Federal Rule of Civil Procedure 23 on any grounds  
 3 relating to this Agreement, pursuing decertification of the conditionally certified ADEA  
 4 collective action, or asserting any and all other potential defenses and privileges.  
 5 Plaintiffs and Class Counsel hereby waive any such argument, including any argument  
 6 based on this Settlement or this Agreement or any exhibit and attachment hereto, or any  
 7 act performed or document executed pursuant to or in furtherance of this Settlement or  
 8 this Agreement. This Agreement shall not be deemed an admission by, or a basis for  
 9 estoppel against, PwC that class action treatment pursuant to Federal Rule of Civil  
 10 Procedure 23 or certification of the ADEA collective action pursuant to 29 U.S.C.  
 11 § 216(b) is proper or cannot be contested on any grounds. Additionally, neither the  
 12 Agreement nor the Settlement, nor any act performed or document executed pursuant to,  
 13 or in furtherance of, the Agreement or the Settlement: (a) is or may be deemed to be or  
 14 may be used as an admission or evidence of the validity of any Released Claim, or of any  
 15 wrongdoing or liability of the Released Parties, or any of them; or (b) is or may be  
 16 deemed to be or may be used as an admission or evidence of any fault or omission of the  
 17 Released Parties, or any of them, in any civil, criminal, or administrative proceeding in  
 18 any court, administrative agency, or other tribunal.

12 2.4 **Release.** Upon Finality, Participating Class and Participating Collective Members shall  
 13 release the claims actually pled in the operative Complaint and those that could have  
 14 been raised based on the allegations in the operative Complaint. (*See* § 12) Named  
 15 Plaintiffs, as well as all Declarants who wish to receive a Declarant Service Award, shall  
 16 sign a general release of claims against the Released Parties, in the form attached hereto  
 17 as Exhibit 4 (“General Release”).

16 2.5 **Not evidence.** Neither this Agreement nor anything in it, nor any part of the negotiations  
 17 that occurred in connection with the creation of this Settlement, shall constitute evidence  
 18 with respect to any issue or dispute in any lawsuit, legal proceeding, or administrative  
 19 proceeding, except for legal proceedings concerning the enforcement or interpretation of  
 20 this Agreement.

19 2.6 **Cooperation.** The Parties agree to cooperate and shall aim to effectuate and implement  
 20 all terms and conditions of this Agreement and to obtain the Court’s approval of this  
 21 Agreement and all of its terms. All of the Parties, upon the request of any other, agrees  
 22 to perform such further acts and to execute and deliver such other documents, data, and  
 23 information as are reasonably necessary to carry out the provisions of this Agreement.

### 23 3. PROGRAMMATIC RELIEF AND REPORTING

24 PwC shall implement the business practices described in this Section for its operations in the 50  
 25 United States and the District of Columbia.

25 3.1 **Program Relief Duration.** The actions in this Section shall remain binding on the  
 26 Parties and their agents and successors for a two- (2-) year period after Finality.

27 3.2 **Diversity Initiatives and Public Statements.**

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- 3.2.1 **Postings.** PwC shall advertise directly to older populations of potential job applicants, taking into account recommendations by Class Counsel.
- 3.2.2 **Graduation date.** PwC agrees, for Covered Positions, not to ask pre-offer applicants who have graduated for their graduation date, and not to have eligibility limits based on graduation year (except where graduation date is in the future) or age.
- 3.2.3 **Non-discrimination policy.** PwC shall include age as one aspect of PwC’s non-discrimination policy in official notifications of that policy.
- 3.2.4 **Alumni applicants.** PwC shall permit graduates of a school to apply to Covered Positions at that school.
  - (1) As part of this initiative, PwC will inform the schools at which it actively recruits for Covered Positions that “Campus Track” positions are open to alumni.
- 3.2.5 **Complaint procedure.** PwC’s complaint procedure shall cover complaints of age discrimination.
  - (1) PwC will provide the Implementation Expert (*see* § 3.3) a summary of the substance of all post-Finality age-related complaints by applicants to Covered Positions, without identifying any individual applicant, and the outcome of each such complaint. The Implementation Expert shall treat such reports confidentially.
- 3.2.6 **Public statements.**
  - (1) **Recruiting and promotional materials.** PwC shall include age-diverse photographs and avoid text showing a lack of support for age-diverse job applicants in its recruiting materials, including on PwC’s Careers website.
  - (2) **Diversity in hiring.** PwC shall make public and internal statements expressing PwC’s commitment to diversity in hiring.
  - (3) **Joint press releases.** The Parties shall issue two joint press releases announcing the Agreement. The first joint press release, set forth in Exhibit 3, will be issued within three (3) business days after the Preliminary Approval Motion is filed. The second joint press release, set forth in Exhibit 3, will be issued within three (3) business days of Finality.
- 3.3 **Independent Consultant to Work with PwC on Implementation of Programmatic Relief and Role of Chief Purpose & Inclusion Officer.**
  - 3.3.1 **Duties of Chief Purpose & Inclusion Officer.** The Chief Purpose & Inclusion Officer is responsible for implementing the Agreement.

- 1 (1) **Meetings with Implementation Expert.** The Chief Purpose & Inclusion  
2 Officer will meet once annually with the Implementation Expert, on or  
3 about the first two anniversaries of Finality, as well as once on or about six  
4 months after Finality.
- 5 (2) **Disclosure to Implementation Expert.** The Chief Purpose & Inclusion  
6 Officer will provide status updates to the Implementation Expert on each  
7 aspect of the programmatic relief covered by § 3.2 of the Agreement at  
8 least one month before each meeting required by § 3.3.
- 9 (3) **Status Updates to Class Counsel.** The Chief Purpose & Inclusion Officer  
10 will send Class Counsel a letter confirming PwC’s compliance with the  
11 Agreement on the first and second anniversaries of Finality.

12 3.3.2 **Selection of Implementation Expert.** The Parties will agree on a neutral  
13 Implementation Expert. PwC will engage the agreed-upon Implementation Expert  
14 for a period of two (2) years.

15 3.3.3 **Duties of the Implementation Expert.**

- 16 (1) **Meetings with Chief Purpose & Inclusion Officer.** The Implementation  
17 Expert will meet three times with the Chief Purpose & Inclusion Officer,  
18 on or about six (6), twelve (12), and twenty-four (24) months after Finality.
- 19 (2) **Advice.** The Implementation Expert will advise PwC on the following  
20 areas of age inclusivity and anti-discrimination: (i) training on age  
21 inclusivity and overcoming age bias (including implicit bias) for  
22 leadership, employees in the Talent Acquisition group, and personnel who  
23 interview candidates and make hiring decisions for Covered Positions; (ii)  
24 including an age component in annual compliance trainings; (iii) ideas for  
25 recruiting older workers for Covered Positions; and (iv) ideas for avoiding  
26 age discriminatory impact in job posting procedures, screening and  
27 decision-making criteria, and interview questions. Following PwC’s  
28 submission of status updates to the Implementation Expert, the  
Implementation Expert may also present questions and suggestions to PwC  
regarding PwC’s implementation of the Agreement.

29 **4. MONETARY RELIEF**

30 4.1 **Gross Fund Payment.** Within ten (10) business days after Finality, PwC shall wire the  
31 Gross Fund amount of Eleven Million Six Hundred Twenty-Five Thousand Dollars  
32 (\$11,625,000.00) to the Settlement Administrator to fund the common Qualified Settlement  
33 Fund (“QSF”).

34 4.2 **Gross Fund Allocation.** The Gross Fund shall be allocated as follows:

35 4.2.1 The Named Plaintiff Service Awards and Declarant Service Awards as described  
36 in § 6 and as approved by the Court.

- 1           4.2.2 The fees and costs of the Settlement Administrator, estimated to be One Hundred
- 2                     and Five Thousand, Three Hundred and Thirty Dollars (\$105,330).
- 3           4.2.3 The fees and costs of the Implementation Expert, estimated to be Twenty
- 4                     Thousand dollars (\$20,000) (“the Implementation Expert Estimate”). Any fees or
- 5                     costs of the Implementation Expert above the Implementation Expert Estimate
- 6                     shall be paid directly by PwC.
- 7           4.2.4 Attorneys’ fees and costs as described in § 5 and as approved by the Court.
- 8           4.2.5 The Reserve Fund as described in § 10.
- 9           4.2.6 PwC’s share of any federal, state, and local payroll taxes (including FICA, FUTA,
- 10                    and SUTA) in respect to any payments to the Claimants pursuant to this Settlement
- 11                    that are treated as wages for tax purposes.
- 12           4.2.7 The Net Fund to be allocated among the Claimants according to the plan of allocation
- 13                    for individual monetary awards set forth in § 4.3 and distributed as set forth herein
- 14                    and pursuant to orders of the Court.

12           **4.3 Plan of Allocation for Individual Monetary Awards**

13           A portion of the Net Fund will be distributed to Claimants based on their membership in one of

14           three categories, as described in this Section. Each Claimant may recover only once, based on

15           the highest total point value applicable to that individual. Each Claimant with a total point value

16           of zero (0) will receive the Default Award Amount. The calculation of points for each Claimant

17           will be based on their category (1, 2, or 3, as set forth below) and adjusted by the appropriate

18           multipliers set forth in Table 1.

- 17           4.3.1 **Category 1: Members of the Settlement Class who are not members of the**
- 18                     **Settlement Collective.** Category 1 Claimants shall receive one point (1.0).
- 19           4.3.2 **Category 2: Members of the Settlement Collective who are not members of the**
- 20                     **Settlement Class.** Category 2 Claimants shall receive one and one-half points (1.5).
- 21           4.3.3 **Category 3: Members of both the Settlement Collective and the Settlement**
- 22                     **Class.** Category 3 shall receive two points (2.0).

22           **Table 1: Multipliers**

Item	Multiplier
Claimant was interviewed in person by PwC	10x
For all others, the result of Settlement Administrator’s evaluation of Claimant’s educational and professional background (but not interviewed in person by PwC)	0x, 1x, 2x, or 3x

26           These multipliers apply only with respect to a Claimant’s application to a Covered

27           Position.

1           4.3.4   **Calculating the Value of Each Claimant’s Award.**

2           **Parameters:** The Settlement Administrator shall determine each Claimant’s  
 3 multiplier based on their Claim Form submission, using the standards set forth in  
 4 the Notice and Claim Form. The Settlement Administrator shall receive  
 5 instruction from Class Counsel regarding the exercise of its discretion in assigning  
 6 multipliers to Claimants. A Claimant who was interviewed in person for a  
 7 Covered Position, according to PwC’s records, shall receive the maximum  
 multiplier for which they are eligible and shall not be eligible for additional  
 multipliers. The Settlement Administrator’s decisions shall be final and  
 unappealable.

8           **Step 1:** The Settlement Administrator shall determine each Claimant’s total points  
 9 from §§ 4.3.1 – 4.3.3 by determining the Claimant’s category and multiplier. Any  
 10 point value multiplied by “0x” is equal to zero, and that Claimant will receive the  
 Default Award Amount.

11           **Step 2:** The Default Award Fund will be calculated as the number of Claimants  
 12 whose total point value is zero times the Default Award Amount. The Net Fund  
 minus the Default Award Fund is the “Distribution Fund.”

13           **Step 3:** For each Claimant qualifying for an award other than the Default Award,  
 14 the Settlement Administrator shall calculate each Claimant’s percentage of the  
 15 Distribution Fund by dividing the Claimant’s total points as determined in Step 1  
 by the total points of all Claimants receiving an award other than the Default  
 Award.

16           **Step 4:** The Settlement Administrator shall then multiply the Claimant’s  
 17 percentage as determined in Step 3 by the amount of the Facially Qualified Fund  
 to determine each Claimant’s award.

18           4.3.5   **PwC to Provide Information.** Within fifteen (15) business days after the date of  
 19 the Preliminary Approval Order, PwC shall provide the Settlement Administrator  
 20 with the same type of applicant data previously produced to Class Counsel in its  
 December 23, 2019 production, updated to include the Settlement Class Members.

21           4.3.6   **Allocation for Settlement Purposes Only.** This plan for allocation has been  
 22 developed by Class Counsel solely for purposes of this Settlement. PwC states:  
 23 (i) this plan for allocation does not reflect PwC’s recruiting process, decision-  
 24 making criteria, or hiring standards, and (ii) Class Counsel’s and/or the Settlement  
 25 Administrator’s final designation of each Covered Individual’s multiplier in the  
 plan of allocation does not reflect whether a Covered Individual is or was actually  
 qualified for any position at PwC.

26           4.4    **Distribution of Monetary Awards.** The Settlement Administrator shall distribute the  
 individual monetary awards as set forth herein and pursuant to the orders of the Court.

27           4.5    **Payroll Taxes.** The Settlement Administrator shall calculate PwC’s share of any federal,  
 28 state, and local payroll taxes (including FICA, FUTA, and SUTA) attributable to any

1 payments to Claimants treated as wages pursuant to § 7.5. The Settlement Administrator  
 2 shall be responsible for remitting those taxes to the appropriate taxing authorities from  
 3 the Gross Fund and filing the required tax returns. The Settlement Administrator shall  
 4 calculate each Claimant's share of any federal, state, and local payroll taxes attributable  
 5 to any monetary payments treated as wages pursuant to § 7.5. The Settlement  
 6 Administrator shall be responsible for withholding those amounts from the monetary  
 7 payments and remitting those taxes to the appropriate taxing authorities, filing the  
 8 required tax returns, and issuing the required tax forms to the Claimants.

9 4.6 **Remainder.** Any remainder not claimed by six months (or 180 days) after the last  
 10 reissued check (the "First Residue") shall be held aside to be distributed as described in  
 11 § 10.4. No amount shall revert to PwC.

12 4.7 **Control of the Gross Fund.** The Gross Fund shall be controlled by the Settlement  
 13 Administrator subject to the terms of this Agreement and any orders of the Court.  
 14 Interest earned on the Gross Fund, if any, shall derive from interest earned on uncashed  
 15 checks, if any, and may be retained by the Settlement Administrator to cover the cost of  
 16 administering the resolution of those uncashed checks.

17 4.8 **Common Fund.** The Gross Fund shall constitute a "common fund." Upon the  
 18 Settlement Administrator opening this account, PwC shall execute an election statement  
 19 provided by the Settlement Administrator, which shall be affixed to the initial tax return  
 20 of the Gross Fund in order to establish the start date of the Gross Fund. The Gross Fund  
 21 shall be created, managed and distributed by the Settlement Administrator subject to the  
 22 terms of this Agreement and any orders of the Court. The Settlement Administrator shall  
 23 be the only entity authorized to make withdrawals or payments from the Gross Fund.

24 4.9 **Tax Allocation.** The Settlement Administrator shall allocate thirty-three percent (33%)  
 25 of each Claimant's monetary award to wages (reported on IRS Form W-2) and sixty-  
 26 seven (67%) to non-wage compensation for liquidated damages and/or emotional distress  
 27 or interest (reported on IRS Form 1099).

28 4.10 **Return of Gross Fund.** The Settlement Administrator shall have the obligation to return  
 to PwC the entire then-remaining Gross Fund within seven (7) business days in the event  
 that this Agreement is rendered null and void, as triggered by provisions in §§ 11.4, 14.1,  
 15.2, and 15.8. Any fees and costs incurred by the Settlement Administrator to that point  
 will be shared equally between PwC and Plaintiffs.

## 5. ATTORNEYS' FEES AND COSTS

5.1 At least ten (10) business days before the end of the Claims Period, Class Counsel shall  
 petition the Court for an award of attorneys' fees not to exceed 40% of the Gross Fund,  
 or Four Million Six Hundred Fifty Thousand Dollars (\$4,650,000) and reimbursement of  
 actual costs not to exceed Two Hundred Ninety-Five Thousand Dollars (\$295,000) that  
 shall fully compensate Class Counsel for the attorneys' fees and litigation costs incurred  
 at any time in connection with the Litigation. Should the Court award a lesser amount of  
 fees or costs, the difference between this amount and the amount awarded for fees and  
 costs shall be added to the Gross Fund.



1 5.2 PwC agrees that Plaintiffs and Class Counsel are entitled to an award of reasonable  
2 attorneys' fees and costs in the Litigation and shall not oppose Class Counsel's fees and  
3 costs request subject to § 5.1. The Parties agree that the full amount of the attorneys'  
fees and costs awarded in this action shall be paid from the Gross Fund.

4 5.3 The outcome of any proceeding related to Class Counsel's application for attorneys' fees  
5 and costs shall not terminate this Agreement or otherwise affect the Court's Final  
Approval ruling.

6 5.4 Payment of Class Counsel's attorneys' fees and costs approved by the Court shall be  
7 made from the Gross Fund within ten (10) business days after the Court's order awarding  
8 fees and costs or ten (10) business days after PwC funds the Gross Fund after Finality,  
whichever is later.

9 **6. SERVICE AWARDS**

10 6.1 **Service award request.** At least ten (10) business days before the end of the Claims  
11 Period, Class Counsel shall apply to the Court to receive no more than the following  
12 amounts as Service Awards: Twenty Thousand Dollars (\$20,000) for Plaintiff Steve  
13 Rabin, Twenty Thousand Dollars (\$20,000) for Plaintiff John Chapman, and Two  
14 Thousand Dollars (\$2,000) for each of the twenty-eight (28) Declarants. This amounts to  
15 a total of Ninety-Six Thousand Dollars (\$96,000) in Service Awards. These payments  
shall be in recognition of these individuals' services to the Settlement Class and the  
Settlement Collective. Should the Court award a lesser amount of Service Awards, the  
difference between these amounts and the amounts awarded for Service Awards shall be  
added to the Gross Fund.

16 6.2 **PwC's position.** PwC shall not oppose the Court-approved Service Awards up to the  
17 above-listed amounts, which shall be deducted from the Gross Fund.

18 6.3 **Separate from Net Fund awards.** The Service Awards are in addition to the  
19 individuals' recovery from the Net Fund.

20 6.4 **Significance of ruling.** The outcome of the Court's ruling on the application for Service  
21 Awards shall not terminate this Agreement or otherwise affect the Court's Final  
Approval ruling.

22 **7. DISTRIBUTION OF INDIVIDUAL MONETARY AWARDS**

23 7.1 **Settlement Checks.** The Settlement Administrator shall mail all individual monetary  
24 awards to Claimants no later than twenty (20) business days after Finality. The mailing  
shall clearly explain that the checks will expire in 180 days.

25 7.2 **Efforts to encourage Claimants to cash checks.** The Settlement Administrator shall, in  
26 conjunction with Class Counsel, undertake reasonable efforts to encourage Claimants to  
27 cash their settlement award checks, including reissuance of checks and renewed attempts  
28 to locate and contact Claimants who have not cashed their checks.

1 7.3 **Uncashed Checks and Unused Funds.** The aggregate value of uncashed checks for all  
2 Claimants after all settlement checks are cashed or become stale shall constitute the  
“First Residue” to be held for redistribution as set forth in § 10.4.

3 7.4 **Final Report by Settlement Administrator.** Within one month after all disbursements  
4 of money required by the Settlement Agreement have been made, the Settlement  
5 Administrator shall provide Class Counsel and Defendant’s Counsel with a declaration  
providing a final report on the disbursements of all funds.

6 7.5 **Taxability of Settlement Payments**

7 7.5.1 For tax purposes: 33% of payments to Claimants pursuant to § 4.3 shall be treated  
8 as wage payments (reported on IRS Form W-2) and 67% of such payments shall  
9 be treated as non-wage income as compensatory or liquidated damages/non-wage  
damages and interest (reported as non-wage income on IRS Form 1099).

10 7.5.2 Payments treated as W-2 wages pursuant to §§ 4.9 and 7.5.1 shall be made net of  
11 all applicable payroll taxes, including, without limitation, federal, state, and local  
12 income tax withholding and the employee share of the FICA tax, and shall be  
13 reported to the Internal Revenue Service (“IRS”) and the payee under the payee’s  
14 name and social security number on an IRS Form W-2. Payments treated as  
15 compensatory or liquidated damages/non-wage damages and interest pursuant to  
16 §§ 4.9 and 7.5.1 shall be made without withholding and shall be reported to the  
IRS and the payee, to the extent required by law, under the payee’s name and  
social security number on an IRS Form 1099. Any Service Awards made pursuant  
to § 6 shall be made without withholding and reported to the IRS under the payee’s  
name and social security number on an IRS Form 1099.

17 7.5.3 If it is subsequently determined by a tax authority that any Claimant owes any  
18 additional taxes with respect to any money distributed under this Agreement, it is  
19 expressly agreed that the determination of any tax liability is between the payment  
20 recipient and the tax authorities, and that neither Class Counsel, the Released  
21 Parties, nor Defendant’s Counsel shall be responsible for the payment of such  
22 taxes, including any interest and penalties. Further, neither PwC, Defendant’s  
Counsel, nor Class Counsel is providing tax advice to Claimants, and neither  
makes any representations regarding the tax characterization of any Settlement  
payments or any tax obligations of, or tax consequences to, any Claimant.

23 **8. FORM OF NOTICE AND CLAIM FORM**

24 8.1 **Notice and Claim Form information.** All Covered Individuals shall receive a Notice  
25 substantially in the form set forth in Exhibit 1 and a Claim Form substantially in the form  
26 set forth in Exhibit 2, each attached hereto. The Notice documents shall be tailored to  
each individual and have pre-printed information to the extent practicable.

27 8.2 **Mail, email, and website.** The Notice and Claim Form shall be sent by mail and e-mail.  
28 The Settlement Administrator shall maintain a website to allow Covered Individuals to  
submit Claim Forms electronically.

1 **9. ADMINISTRATION OF SETTLEMENT**

2 **9.1 Settlement Administrator's Duties**

3 **9.1.1 List of duties.** The Settlement Administrator shall

- 4 (1) provide notice of the proposed Settlement to state and federal officials as  
5 required by the Class Action Fairness Act, 28 U.S.C. § 1715(b), no later  
6 than ten (10) calendar days after the Court's Preliminary Approval Order of  
7 the Settlement; draft and prepare the CAFA notice in conformity with 28  
8 U.S.C. § 1715, and subject to PwC's approval. The Settlement  
9 Administrator shall provide a draft of the CAFA Notice to PwC no later  
10 than three (3) calendar days after the Court's Preliminary Approval Order  
11 of the Settlement.
- 12 (2) mail and e-mail the Notice to the Covered Individuals after performing any  
13 address checks required by § 9.2.5;
- 14 (3) respond to questions from the Covered Individuals;
- 15 (4) distribute individual monetary awards to Claimants;
- 16 (5) maintain a website to enable the Covered Individuals to review the Notice  
17 and submit Claim Forms; enable them to submit Claim Forms online, or  
18 via email, mail, or fax; provide a toll-free number for communicating with  
19 the Settlement Administrator;
- 20 (6) no later than ten (10) business days after the Court's order awarding fees  
21 and costs or ten (10) business days after PwC funds the Gross Fund,  
22 whichever is later, distribute Service Awards to Named Plaintiffs;
- 23 (7) no later than ten (10) business days after the Court's order awarding fees  
24 and costs or ten (10) business days after PwC funds the Gross Fund,  
25 whichever is later, distribute amounts approved by the Court as Attorneys'  
26 Fees and Incurred Costs to Class Counsel;
- 27 (8) no later than fifteen (15) business days after PwC funds the Gross Fund,  
28 place in escrow all other amounts transmitted by PwC;
- (9) determine PwC's share of taxes owed in respect to any payments to  
Claimants and remit them to the taxing authorities, file required federal,  
state, or local tax returns, as required, and take all other actions required by  
§ 4.5;
- (10) determine each Claimant's share of taxes owed in respect to any payments  
made, and take all applicable actions with respect to those taxes as set forth  
in § 4.5;
- (11) distribute funds to the *cy pres* recipients;

- 1 (12) perform any other duties set forth in this Agreement; and
- 2 (13) perform any other duties reasonably appropriate to carry out its
- 3 responsibilities described in this Agreement and/or ordered by the Court.

4 **9.1.2 Cooperation.** The Parties agree to cooperate with the Settlement Administrator  
5 and assist it in administering the Agreement, including working with the Settlement  
6 Administrator in making all reasonable efforts to ensure efficiency, minimize the  
7 costs and expenses, and promote effective administration.

8 **9.1.3 Cost limits.** The Settlement Administrator shall not incur any costs and  
9 expenses above those explicitly agreed to by the Parties in writing without  
10 prior approval of the Parties.

11 **9.1.4 Updates.** Upon reasonable request by either counsel, and on its own initiative at  
12 regular intervals, the Settlement Administrator shall provide Class Counsel and  
13 Defendant's Counsel with a statement detailing its implementation activities and  
14 costs of administration. Class Counsel shall file such information with the Court  
15 at appropriate times, including before and after the Final Approval Hearing.

## 12 **9.2 Notice and Claim Form Procedures**

13 **9.2.1 Class list.** Within fifteen (15) business days after the date of entry of the  
14 Preliminary Approval Order, PwC shall provide to the Settlement Administrator  
15 the same fields of applicant data previously produced to Class Counsel on  
16 December 23, 2019, updated to include all Covered Individuals, in the format  
17 previously produced to Class Counsel on December 23, 2019. The Settlement  
18 Administrator shall maintain this data in the strictest confidence and shall not  
19 disclose it to anyone except Class Counsel, unless otherwise agreed by the Parties.

20 **9.2.2 Notice mailing and emailing.** Within twenty-one (21) business days after receipt  
21 of the applicant data, the Settlement Administrator will (1) mail the Notice and  
22 Claim Form, as approved by the Court, to the Covered Individuals, by first class  
23 mail, postage prepaid, and (2) email copies to those for whom an email address is  
24 available. The Parties intend to provide actual notice to each Covered Individual,  
25 to the extent practicable.

26 **9.2.3 Reminders.** The Settlement Administrator shall send reminder emails to the  
27 Covered Individuals who have not responded to the Notice approximately thirty  
28 (30) days before the end of the Claims Period.

**9.2.4 Website.** The Settlement Administrator shall also maintain a secure website to  
enable Covered Individuals to review the Notice and submit a Claim Form online.

**9.2.5 De-duplication and NCOA database.** To provide the best notice practicable, the  
Settlement Administrator shall (a) de-duplicate the list of Covered Individuals and  
(b) run the list through the United States Postal Service's National Change of  
Address database, and update its list of their contact information based on the  
results, before mailing the Notice.

1           9.2.6 **Returned mail.** If Notices are returned to the Settlement Administrator by the  
2           United States Postal Service because the address of the recipient is no longer valid,  
3           *i.e.*, the envelope is marked “Return to Sender,” the Settlement Administrator shall  
4           perform a standard skip trace up to two (2) times in an effort to attempt to  
5           ascertain the current address of the particular individual in question and, if such an  
6           address is ascertained, the Settlement Administrator shall re-send the Notice by  
7           First Class U.S. Mail to the new address within three (3) business days of  
8           receiving the newly ascertained address. With respect to envelopes marked  
9           “Return to Sender,” the Settlement Administrator may also call any identified last-  
10          known telephone numbers (and telephone numbers updated through public and  
11          proprietary databases) of the Covered Individuals to obtain current addresses.

12          9.2.7 **Claims, Opt-out, and Objection Period.** The deadline for Covered Individuals  
13          to submit Claim Forms, object, and/or opt out shall be sixty (60) calendar days  
14          from the date of the initial Notice mailing (“Claims Period”). Any such  
15          submission that is received by the Settlement Administrator or postmarked within  
16          the Claims Period shall be timely. Any subsequent or corrected mailings pursuant  
17          to § 9.2.6, shall not restart or extend the 60-day period. Covered Individuals must  
18          timely file a completed Claim Form to be eligible to receive any payment from the  
19          Settlement.

20          9.2.8 **Weekly summaries.** During the Claims Period, the Settlement Administrator  
21          shall provide the Parties with weekly summaries as to the status of Notice  
22          mailings, including the number of Notices which were re-mailed, the number of  
23          successful and unsuccessful mailings, the number of completed Claim Forms  
24          submitted, the number of partially completed Claim Forms, and the number of  
25          individuals who have opted out and/or objected.

26          9.2.9 **List of returned notices.** The Settlement Administrator shall provide to  
27          Defendant’s Counsel and Class Counsel, at least twenty (20) calendar days prior to  
28          the close of the Claims Period, a list of Covered Individuals to whom notices were  
29          returned as undeliverable and for whom efforts to obtain an alternative address  
30          failed.

31          9.2.10 **Settlement Administrator declaration.** Class Counsel shall provide the Court,  
32          before the Final Approval Hearing, a declaration by the Settlement Administrator  
33          of due diligence and proof of mailing with regard to the mailing of the Notice.

### 34          9.3     **Opt-Outs**

35          9.3.1 **How to opt out.** Covered Individuals may request exclusion from the monetary  
36          relief provisions of the Settlement by “opting out” during the Claims Period. Any  
37          individual who chooses to “opt out” must mail or email a written, signed statement  
38          to the Settlement Administrator that s/he is opting out (“Opt-Out Statement”). The  
39          Opt-Out Statement must contain the name, address, and telephone number of the  
40          individual to be valid. It must also contain the following words in order to be  
41          valid: “I decline to provide a release of claims and instead elect to exclude myself  
42          from the monetary relief provisions in the Settlement in *Rabin v.*

1                    *PricewaterhouseCoopers LLP*. That means I will not be entitled to any of the  
2                    monetary proceeds of the Settlement.” To be effective, such Opt-Out Statement  
3                    must be sent via mail or email and postmarked or received by a date certain to be  
4                    specified on the Notice. The postmark date of the mailing envelope shall be the  
5                    exclusive means used to determine whether a request for exclusion (opt-out) has  
6                    been timely submitted. Any individual who “opts out” pursuant to the terms of  
7                    this paragraph cannot submit a Claim Form, and any such Claim Form  
8                    submitted shall be invalid.

9                    **9.3.2 Opt-out reporting.** The Settlement Administrator shall provide copies of each  
10                    Opt-Out Statement (including a stamp on the original of the Opt-Out Statement  
11                    showing the date it was received) to Class Counsel and Defendant’s Counsel by  
12                    email no later than two (2) business days after receipt thereof. The Settlement  
13                    Administrator shall, within five (5) business days after the end of the Claims  
14                    Period, email a final list of all Opt-Out Statements to Class Counsel and  
15                    Defendant’s Counsel. Should Settlement Administrator receive any additional  
16                    timely Opt-Out Statements after five (5) business days, the Settlement  
17                    Administrator will email those to Class Counsel and Defendant’s Counsel within  
18                    one (1) business day. The Settlement Administrator shall retain the stamped  
19                    originals of all Opt-Out Statements and originals of all envelopes accompanying  
20                    Opt-Out Statements in its files until such time as the Settlement Administrator is  
21                    relieved of its duties and responsibilities under this Agreement.

#### 22                    **9.4 Objections**

23                    **9.4.1 How to object.** Covered Individuals who wish to present objections to the  
24                    Settlement at the Final Approval Hearing must do so in a written, signed  
25                    statement. To be considered, such objections must be mailed to or filed in person  
26                    with the Court during the Claims Period. The postmarked date of the objection  
27                    shall be the exclusive means for determining that a mailed objection is timely.  
28                    The statement must contain the name, address, and telephone number of the  
29                    Covered Individual to be valid. It must also contain words to the effect of “I object to  
30                    the settlement in *Rabin v. PricewaterhouseCoopers LLP*,” and set forth the legal  
31                    and factual basis for the objection. Covered Individuals who fail to make  
32                    objections in the manner specified herein shall be deemed to have waived any  
33                    objections and shall be foreclosed from making any objection (whether by appeal  
34                    or otherwise) to the Agreement.

35                    **9.4.2 Objection reporting.** If the Settlement Administrator receives any objections, it  
36                    shall stamp on the original of any mailed objection or on the printed version of any  
37                    emailed objection that it receives the date it was received, and shall send copies of  
38                    each objection to Class Counsel and Defendant’s Counsel by email not later than  
39                    two (2) business days after receipt thereof. Class Counsel shall file the objections  
40                    with the Clerk of Court within three (3) business days after the end of the Claims  
41                    Period. Should the Settlement Administrator receive any additional objections  
42                    after two (2) business days after the end of the Claims Period, the Settlement  
43                    Administrator will email those to Class Counsel and Defendant’s Counsel within

1 one (1) business day. Class Counsel must promptly file each objection it receives  
2 from any source other than the Court.

3 9.4.3 **Appearance by objector.** An objector who wishes to appear at the Final  
4 Approval Hearing must file with the Clerk of the Court and serve upon counsel  
5 designated in § 1.9 and 1.20, a notice of intention to appear at the Final Approval  
6 Hearing (“Notice of Intention to Appear”) no later than the deadline for the  
7 objection set forth in §§ 1.8 and 9.2.7. The Notice of Intention to Appear must  
8 include copies of any papers, exhibits, or other evidence that the objector (or  
9 his/her counsel) shall present to the Court in connection with the Final Approval  
10 Hearing. Any Covered Individual who does not provide a Notice of Intention to  
11 Appear in complete accordance with the deadlines and other specifications set  
12 forth in the Notice, and who has not filed an objection in complete accordance  
13 with the deadlines and other specifications set forth in this paragraph and the  
14 Notice, shall, subject to the Court’s final determination in the exercise of its  
15 discretion, be deemed to have waived their opportunity to speak or otherwise  
16 present any views at any Final Approval Hearing.

11 9.4.4 **Objection withdrawal.** An objector may withdraw his/her objections at any time.

12 9.4.5 **Represented objector.** Any lawyer representing a Covered Individual for the  
13 purpose of making objections must also file a Notice of Appearance with the Court  
14 by the deadline for the objection set forth in §§ 1.8 and 9.2.7 and must also serve  
15 copies by mail on counsel for the Parties.

15 9.4.6 **No opt-out and objection.** Any individual who has requested exclusion by  
16 submitting a valid Opt-Out Statement may not submit objections to the Settlement.

17 9.4.7 **Response to objection.** Class Counsel and/or Defendant’s Counsel should  
18 respond to any objections in the Final Approval Motion, any reply brief, and, if  
19 appropriate, a separate submission at least seven (7) business days before the Final  
20 Approval Hearing.

20 9.4.8 **Waiver of Right to Appeal.** Provided that the Court’s dismissal order is  
21 consistent with the terms and conditions of this Agreement, then Covered  
22 Individuals who did not properly object to the Settlement and their counsel, as well  
23 as PwC and its counsel, hereby waive any and all rights to appeal the dismissal  
24 order, including all rights to any post-dismissal proceeding and appellate  
25 proceeding, such as a motion to vacate the dismissal, a motion for new trial, a  
26 motion under Federal Rule of Civil Procedure 60, and any extraordinary writ, and  
27 the dismissal order therefore shall become final and non-appealable at the time it is  
28 entered. The waiver does not include any waiver of the right to oppose any appeal,  
appellate proceedings, or post-dismissal proceedings. Notwithstanding the  
foregoing, Named Plaintiffs and their counsel do not waive their right to appeal  
any order regarding attorneys’ fees or costs.

27 9.5 **No Solicitation of Objection or Request to Opt Out.** The Parties agree that the  
28 decision to opt out should be left to each Covered Individual. If contacted by a Covered

1 Individual, Class Counsel may provide any advice or assistance to any individual who so  
2 requests. If Defendant's Counsel is contacted by members of the Settlement Collective  
3 or Settlement Class regarding the Settlement, counsel shall refer the call or  
4 communication to Class Counsel. In addition, at no time shall Plaintiffs, PwC, or their  
5 respective counsel seek to solicit or otherwise encourage Covered Individuals or any  
6 other persons to submit written objections to the Settlement or encourage Covered  
7 Individuals to appeal the Court's final approval order and entry of judgment, or to submit  
8 Opt-Out Statements.

## 6 10. RESERVE CLAIMS PROCESS

7 10.1 **Structure.** A "Reserve Fund" of Three Hundred Thousand Dollars (\$300,000) will be  
8 set aside from the Gross Settlement Amount of Eleven Million Six Hundred Twenty-Five  
9 Thousand Dollars (\$11,625,000) to pay any post-Finality "Reserve Claims" during the  
10 15-month "Reserve Period" beginning at Finality. Any Claimant who both (a) seeks  
11 employment with PwC in a Covered Position and (b) is not hired into such position  
12 during the Reserve Period will be allowed to submit a claim within the two months after  
13 the Reserve Period as the sole remedy for any age discrimination claim against PwC that  
14 relates to their application. Claimants will be barred from filing against PwC or any of  
15 the Released Parties a lawsuit, an administrative charge with the EEOC or state/local  
16 agencies, or an arbitration demand, asserting claims of discrimination on the basis of age  
17 and/or claims of retaliation for raising claims of discrimination on the basis of age,  
18 relating to PwC's failure to hire them for any application made during the Reserve  
19 Period. An individual submitting such a claim will be referred to as a "Reserve  
20 Petitioner." This process shall be the Claimants' sole remedy for such claims.

16 10.2 **Review of Reserve Claims.** Within three months after the reserve claim submission  
17 deadline, Class Counsel will review all reserve claims to assess the merit of each claim.  
18 Class Counsel will allocate an award of \$0 to \$10,000 in damages to the reserve  
19 petitioner. The parameters for Class Counsel's determinations will be described in the  
20 Notice. Class Counsel's decisions shall be final and unappealable. Payments of Reserve  
21 Claims, if any, will be made within two (2) months following the close of the three-  
22 month review period.

20 10.3 **Reserve Fund cap.** In no circumstance will the payments made (to Reserve Petitioners  
21 or anyone else) exceed the amount of the Reserve Fund, and in no circumstance will  
22 PwC pay more than the Gross Settlement Amount because of the Reserve Fund process  
23 or for any reason.

23 10.4 **Redistribution.** The part of the Reserve Fund that remains unclaimed will be the  
24 "Second Residue." The First Residue and the Second Residue (together, the "Total  
25 Residue") will be redistributed to the Claimants who received money from the initial  
26 settlement distribution (as opposed to the Reserve Petitioners) as follows. First, if there  
27 are fees incurred in Settlement Administration above those initially awarded by the Court  
28 that the Court orders to be paid from the Total Residue, those will be paid or held aside  
for future payment to the Settlement Administrator. The remaining amount will be the  
"Redistribution Fund." Then, (1) if the Redistribution Fund is greater than \$30,000, it  
will be redistributed to the Claimants who filed Claim Forms on a *pro rata* basis, except



1 that no Claimant will receive less than \$50 through this redistribution (anyone whose  
 2 redistribution payment would equal less than \$50 shall receive no redistribution payment,  
 3 and their share of the Redistribution Fund shall be allocated to the other Claimants); (2) if  
 4 the Redistribution Fund is less than or equal to \$30,000, the Redistribution Fund will be  
 given as a *cy pres* donation to Experience Works. No amount shall revert to PwC. If, after  
 this redistribution, any funds remain, they will be disbursed pursuant to Court order.

5 10.5 **Confidentiality.** All participants in the reserve petition process shall treat the process  
 6 confidentially, including any reserve claims and awards, except that the Settlement  
 7 Administrator will publicly disclose to the Court anonymized information regarding the  
 8 process, including the aggregate dollar amount of any unclaimed portion of the Reserve  
 Fund.

## 9 11. PRELIMINARY AND FINAL APPROVAL

10 11.1 **Preliminary Approval by the Court.** By March 2, 2020, Class Counsel shall submit to  
 11 the Court a Motion for Preliminary Approval of the Settlement (“Preliminary Approval  
 12 Motion”). The Preliminary Approval Motion shall seek the setting of dates for opt-outs,  
 objections, and a Final Approval Hearing and shall present the [Proposed] Preliminary  
 Approval Order attached hereto as Exhibit 5.

13 11.2 **Final Order and Judgment from the Court.** Class Counsel shall seek to obtain from  
 14 the Court a Final Approval Order by motion. The Final Approval Motion shall, among  
 15 other things, seek: (a) final certification of the Settlement Class for purposes of  
 16 settlement; (b) final approval of the Settlement Collective members’ ADEA claims; (c)  
 17 final approval of the Settlement Class and Settlement Collective Members’ claims as fair,  
 18 adequate, reasonable, and binding on all Covered Individuals who have not opted out;  
 19 and (d) an entry of judgment in accordance with this Settlement.

20 11.3 **Final Approval Hearing.** The Final Approval Hearing shall be held at the Court’s  
 21 convenience, but not earlier than ninety (90) calendar days after CAFA notices are  
 22 served.

23 11.4 **Non-Severability.** Except as otherwise stated in §§ 5.3 and 6.4, in the event that the  
 24 Court voids any provision of the Settlement Agreement and/or any of its exhibits, the  
 25 Parties shall renegotiate the Settlement Agreement to the mutual satisfaction of both  
 26 Parties before resubmitting to the Court for approval. No Party shall be bound by the  
 27 terms of the Settlement Agreement if the Court voids any provision of the Settlement  
 28 Agreement and/or any of its exhibits, and the Parties fail to come to a written, binding  
 agreement submitted to the Court that addresses the Court’s order.

## 12. RELEASE

12.1 **Participating Class and Participating Collective Members.** Upon Finality, and except  
 as to such rights or claims as may be created by this Agreement, each Participating Class  
 and Participating Collective Member, on his/her behalf and on behalf of his/her  
 respective current, former and future heirs, spouses, executors, administrators, agents,  
 and attorneys, fully releases, discharges, and waives any claims against the Released  
 Parties up until January 21, 2020, including but not limited to all known and unknown

1 claims, promises, causes of action, or similar rights of any kind that they presently have  
 2 or may have for discrimination because of age arising out of or relating in any way to any  
 3 of the legal, factual, or other allegations made in the Litigation, or any legal theories that  
 4 could have been raised based on the allegations in the First Amended Complaint,  
 5 including, without limitation, claims under the Age Discrimination in Employment Act  
 6 of 1967 (“ADEA”) or parallel state or local laws, except that Participating Class  
 Members who are not Participating Collective Members and do not submit Claim Forms  
 will not release ADEA claims, since they have not opted into the ADEA Collective (the  
 “Released Claims”).

7 The Released Claims further include: (i) claims for disparate treatment and pattern or  
 8 practice discrimination based on age with respect to hiring; and (ii) claims for disparate  
 impact discrimination based on age with respect to hiring.

9 12.2 **Time limitation.** Except as provided by the Reserve Claims process set forth in § 10,  
 10 nothing in this Agreement shall be construed to bar any claims of the Participating Class  
 and Participating Collective Members based on or arising out of events occurring after  
 11 January 21, 2020.

12 12.3 **Named Plaintiffs and Declarants.** Upon Finality, and except as to such rights or claims  
 13 as may be created by this Agreement, each Named Plaintiff, as well as each Declarant  
 who wishes to receive a Declarant Service Award, on his/her behalf and on behalf of  
 14 his/her respective current, former and future heirs, spouses, executors, administrators,  
 agents, and attorneys, shall execute the General Release against the Released Parties that  
 15 is attached as Exhibit 4 to this Agreement.

### 16 13. RESTRICTIONS ON PUBLICITY

17 13.1 **Before Preliminary Approval.** PwC, Class Counsel, and Covered Individuals shall  
 18 maintain the confidentiality of the existence and terms of the Settlement, the  
 Memorandum of Understanding, and this Settlement Agreement until the time of filing  
 19 for preliminary settlement approval, except for disclosure to (a) insurance carriers; (b)  
 board, executive leadership teams, partners, principals, and employees on a need-to-  
 20 know basis, provided they agree to treat the information as confidential; (c) in response  
 to inquiries from regulators, or (d) as required by law.

21 13.2 **Press releases.** Simultaneous with the filing for preliminary settlement approval, and  
 22 again, shortly after Finality, the Parties will issue short joint agreed press releases  
 announcing the Settlement as set forth in Exhibit 3 hereto. Shortly after Finality, AARP  
 23 and AFL may include a short statement about the Settlement in the AARP Bulletin and  
 AARP Magazine, containing the text of Exhibit 3, subject to any modifications agreed to  
 24 by PwC in the Settlement Agreement. AFL may also tweet and post a single update on  
 Twitter and LinkedIn, contemporaneously with the press releases, as set forth in Exhibit  
 25 3. The Parties agree that no other press release regarding the Settlement may be made.

26 13.3 **Limits on additional publicity.** Beyond the above, the Parties further agree not to  
 27 initiate or prompt others to initiate contact with the media or publicize the Settlement in  
 any way, except, (a) if asked, a party or its counsel may respond to an inquiry by stating  
 28

1 that “a mutually satisfactory settlement has been achieved by the parties” and by  
 2 referring the questioner to the joint press release and public materials and by explaining  
 3 the mechanics of settlement approval and implementation by the Settlement  
 4 Administrator, (b) the Parties and counsel may also make statements concerning the  
 5 Litigation and Settlement as required by law and as necessary in court proceedings, and  
 6 (c) counsel may describe public aspects of the Litigation and Settlement in general,  
 7 neutral terms in (i) summaries of their professional experience, such as on their website,  
 8 (ii) resumes, or (iii) discussions at legal conferences.

9  
 10 13.4 **Positive tenor.** In all such communications by the Parties, and in the AARP and AFL’s  
 11 short statement in the AARP Bulletin and AARP Magazine, the Parties and counsel  
 12 pledge that the tenor of their references to the parties, Litigation, and Settlement will be  
 13 positive, such as in praising the programmatic relief PwC is undertaking as well as the  
 14 courage of the Plaintiffs, and the Parties may provide a link to the joint press releases.

15  
 16 13.5 **Statement of PwC’s denial of allegations and liability.** In the allowed AARP  
 17 communications and in allowed statements on counsel’s websites or at conferences, if  
 18 Plaintiffs and/or Class Counsel refer to the allegations in the lawsuit, they shall also  
 19 include a statement that PwC disputes these allegations and that the Parties agree the  
 20 Settlement is not an admission of liability.

#### 21 **14. PwC’S RIGHT TO WITHDRAW OR MODIFY AGREEMENT**

22 14.1 **Void option.** If ten percent (10%) or more of the Settlement Collective or ten percent  
 23 (10%) or more of the Settlement Class validly opt out of the Settlement, PwC shall have  
 24 the absolute right, in its sole discretion and notwithstanding any other provisions of this  
 25 Agreement, but subject to all the provisions and time limits of this Section, either (i) to  
 26 withdraw in writing from and rescind this Agreement in which case all actions taken in  
 27 its furtherance shall be null and void for all purposes and may not be used or introduced  
 28 in further litigation except to determine whether PwC is entitled to withdraw from the  
 Agreement and has validly done so, or (ii) to modify this Agreement through further  
 negotiations with Class Counsel. PwC must exercise this right within ten (10) business  
 days after the Settlement Administrator sends the final list of all Opt-Out Statements to  
 Class Counsel and Defendant’s Counsel by email pursuant to § 9.3.2.

#### 21 **15. INTERPRETATION AND ENFORCEMENT OF AGREEMENT**

22 15.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties  
 23 with regard to the subject matter contained herein, and all prior and contemporaneous  
 24 negotiations and understandings between the Parties shall be deemed merged into this  
 25 Agreement.

26 15.2 **Binding Effect.** Upon execution of this Agreement by the Parties and their counsel, this  
 27 Agreement shall be binding upon the Parties unless the Court fails to approve the  
 28 Agreement as set forth herein.

15.3 **Notices to Counsel.** All notices to counsel required or desired to be given under this  
 Agreement shall be in writing and by overnight mail and e-mail to lead counsel for the  
 respective Parties. Specifically, such notices shall be mailed to Jahan C. Sagafi of Outten

1 & Golden LLP and Emily Nicklin and Gabor Balassa for PwC, their respective addresses  
 2 set forth below (or to such other address as any such party of counsel may designate in a  
 notice):

3 4 5 6 7	Jahan C. Sagafi OUTTEN & GOLDEN LLP One California Street, 12th Floor San Francisco, CA 94111 <a href="mailto:jsagafi@outtengolden.com">jsagafi@outtengolden.com</a> (415) 638-8800	Emily Nicklin Gabor Balassa Kirkland & Ellis LLP 300 N. LaSalle Chicago, IL 60654 <a href="mailto:enicklin@kirkland.com">enicklin@kirkland.com</a> <a href="mailto:gbalassa@kirkland.com">gbalassa@kirkland.com</a>
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- 8 **15.4 Arm's-Length Transaction; Materiality of Terms.** The Parties have negotiated all  
 9 the terms and conditions of this Agreement at arm's length. All terms and conditions of  
 10 this Agreement in the exact form set forth in this Agreement are material to this  
 Agreement and have been relied upon by the Parties in entering into this Agreement.
- 11 **15.5 Construction.** The determination of the terms and conditions of this Agreement has  
 12 been by mutual agreement of the Parties. Each Party participated jointly in the drafting  
 of this Agreement, and therefore the terms and conditions of this Agreement are not  
 13 intended to be, and shall not be, construed against any Party by virtue of draftsmanship.
- 14 **15.6 Governing Law.** This Agreement shall in all respects be interpreted, enforced, and  
 15 governed by and under the laws of the State of California, without regard to its choice of  
 law principles, except to the extent that the law of the United States governs any matter  
 set forth herein, in which case such federal law shall govern.
- 16 **15.7 Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation  
 17 and implementation of this Agreement as well as any and all matters arising out of, or  
 related to, the interpretation or implementation of this Agreement and of the Settlement  
 18 contemplated thereby for three (3) years following Finality.
- 19 **15.8 Waivers, etc. to Be in Writing.** No waiver, modification, or amendment of the terms of  
 20 this Agreement, whether purportedly made before or after the Court's approval of this  
 Agreement, shall be valid or binding unless in writing, signed by, or on behalf of all  
 21 Parties and then only to the extent set forth in such written waiver, modification, or  
 amendment, subject to any required Court approval. Any failure by any Party to insist  
 22 upon the strict performance by the other Party of any of the provisions of this Agreement  
 shall not be deemed a waiver of future performance of the same provisions or of any of  
 23 the other provisions of this Agreement, and such Party, notwithstanding such failure,  
 shall have the right thereafter to insist upon the specific performance of any and all of the  
 24 provisions of this Agreement.
- 25 **15.9 Counterparts.** The Parties may execute this Agreement in counterparts, and execution  
 26 in counterparts shall have the same force and effect as if Plaintiffs and PwC had signed  
 the same instrument. The failure of one or more Plaintiffs to sign this Agreement does  
 27 not affect its enforceability, except as otherwise set forth herein.
- 28

1 15.10 **Facsimile/Electronic Signatures.** Any Party may execute this Agreement by causing  
2 her or its counsel to sign on the designated signature block below and transmitting that  
3 signature page via facsimile or email to counsel for the other Party. Any signature made  
4 and transmitted by facsimile or email for the purpose of executing this Agreement shall  
be deemed an original signature for purposes of this Agreement and shall be binding  
upon the Party whose counsel transmits the signature page by facsimile or email.

5 **16. DUTIES OF THE PARTIES FOLLOWING COURT APPROVAL**

6 16.1 **Final Order and Judgment.** In connection with the Final Approval by the Court of this  
7 Agreement, Class Counsel, and Counsel for Defendant shall submit a proposed final  
order and judgment:

- 8 (a) Granting Final Approval to the Agreement, adjudging the terms thereof to be fair,  
9 reasonable, and adequate, and directing consummation of its terms and provisions;
- 10 (b) Granting final certification of the Settlement Class;
- 11 (c) Granting final certification for settlement purposes of the Settlement Collective;
- 12 (d) Dismissing the Civil Action with prejudice and permanently barring all Participating  
13 Class and Participating Collective Members, including the Class Representatives, from  
prosecuting against any Released Parties any of the Released Claims;
- 14 (e) Granting approval of the Reserve Claims process as the sole remedy for Reserve  
15 Claims; and
- 16 (e) All materials, including data, provided by the Parties, their counsel and/or their  
17 experts, to the other Party, its counsel and/or its experts, shall be returned to the other  
18 Party's counsel or destroyed, within one-hundred eighty (180) calendar days after  
19 Finality, with the exception that the Parties may retain copies of their and their own  
20 experts' work product; copies of all filed documents (whether or not filed under seal or  
21 submitted to the court without being officially filed); and any materials necessary to  
22 oversee compliance with this Agreement.
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DATED: March 2, 2020

By:   
JAHAN C. SAGAFI  
OUTTEN & GOLDEN LLP

*Attorney for Plaintiffs and Proposed Class and  
Collective Members*

DATED: March \_\_, 2020

By: \_\_\_\_\_  
DANIEL KOHRMAN  
AARP FOUNDATION LITIGATION

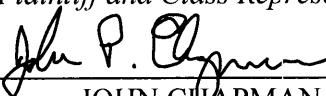
*Attorney for Plaintiffs and Proposed Class and  
Collective Members*

DATED: March \_\_, 2020

By:   
STEVE RABIN

*Named Plaintiff and Class Representative*

DATED: March 2, 2020

By:   
JOHN CHAPMAN

*Named Plaintiff and Class Representative*

DATED: March \_\_, 2020

By: \_\_\_\_\_  
GABOR BALASSA  
KIRKLAND & ELLIS LLP

*Attorney for Defendant  
PricewaterhouseCoopers LLP*

DATED: March \_\_, 2020

By: \_\_\_\_\_  
ZACHARY STERN  
*PricewaterhouseCoopers LLP, Defendant*

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DATED: March \_\_, 2020

By: \_\_\_\_\_  
JAHAN C. SAGAFI  
OUTTEN & GOLDEN LLP

*Attorney for Plaintiffs and Proposed Class and  
Collective Members*

DATED: March 2, 2020

By:   
DANIEL KOHRMAN  
AARP FOUNDATION LITIGATION

*Attorney for Plaintiffs and Proposed Class and  
Collective Members*

DATED: March \_\_, 2020

By: \_\_\_\_\_  
STEVE RABIN  
*Named Plaintiff and Class Representative*

DATED: March \_\_, 2020

By: \_\_\_\_\_  
JOHN CHAPMAN  
*Named Plaintiff and Class Representative*

DATED: March \_\_, 2020

By: \_\_\_\_\_  
GABOR BALASSA  
KIRKLAND & ELLIS LLP  
*Attorney for Defendant  
PricewaterhouseCoopers LLP*

DATED: March \_\_, 2020

By: \_\_\_\_\_  
ZACHARY STERN  
*PricewaterhouseCoopers LLP, Defendant*

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DATED: March \_\_, 2020

By: \_\_\_\_\_

JAHAN C. SAGAFI  
OUTTEN & GOLDEN LLP

*Attorney for Plaintiffs and Proposed Class and  
Collective Members*

DATED: March \_\_, 2020

By: \_\_\_\_\_

DANIEL KOHRMAN  
AARP FOUNDATION LITIGATION

*Attorney for Plaintiffs and Proposed Class and  
Collective Members*

DATED: March \_\_, 2020

By: \_\_\_\_\_

STEVE RABIN  
*Named Plaintiff and Class Representative*

DATED: March \_\_, 2020

By: \_\_\_\_\_

JOHN CHAPMAN  
*Named Plaintiff and Class Representative*

DATED: March 2, 2020

By:  \_\_\_\_\_

GABOR BALASSA  
KIRKLAND & ELLIS LLP  
*Attorney for Defendant  
PricewaterhouseCoopers LLP*

DATED: March \_\_, 2020

By: \_\_\_\_\_

ZACHARY STERN  
*PricewaterhouseCoopers LLP, Defendant*



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DATED: March \_\_, 2020

By: \_\_\_\_\_

JAHAN C. SAGAFI  
OUTTEN & GOLDEN LLP

*Attorney for Plaintiffs and Proposed Class and  
Collective Members*

DATED: March \_\_, 2020

By: \_\_\_\_\_

DANIEL KOHRMAN  
AARP FOUNDATION LITIGATION

*Attorney for Plaintiffs and Proposed Class and  
Collective Members*

DATED: March \_\_, 2020

By: \_\_\_\_\_

STEVE RABIN

*Named Plaintiff and Class Representative*

DATED: March \_\_, 2020

By: \_\_\_\_\_

JOHN CHAPMAN

*Named Plaintiff and Class Representative*

DATED: March \_\_, 2020

By: \_\_\_\_\_

GABOR BALASSA  
KIRKLAND & ELLIS LLP

*Attorney for Defendant  
PricewaterhouseCoopers LLP*

DATED: March 2, 2020

By:  \_\_\_\_\_

ZACHARY STERN

*PricewaterhouseCoopers LLP, Defendant*

# **Exhibit 1**

*Rabin v. PricewaterhouseCoopers LLP*, Case No. 16-cv-02276-JST  
 United States District Court for the Northern District of California

**Class and Collective Action Settlement Notice**

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

**Why am I receiving this?** On [insert date of court order granting preliminary approval], the Court in this action granted preliminary approval of a proposed settlement as set forth in the Collective And Class Action Settlement And Release (“Settlement” or “Settlement Agreement”) concerning the lawsuit noted above (the “Lawsuit”). You are receiving this notice because (1) you previously submitted a Consent to Join form to the Lawsuit *and/or* (2) PricewaterhouseCoopers LLP’s (“PwC”) records indicate that you are among the people eligible to participate in the Settlement process.

**What is the Lawsuit about?** The individuals who brought the Lawsuit, known as “the Plaintiffs,” allege that PwC discriminated against them and other applicants aged 40 and older by not hiring them when they applied for Associate, Experienced Associate, and/or Senior Associate positions in PwC’s Tax or Assurance lines of client service from September 8, 2013 through January 21, 2020 (for the Settlement Class) and October 18, 2013 through January 21, 2020 (for the Settlement Collective).

**What is the Settlement?** The Plaintiffs and PwC (collectively, “the Parties”) have agreed to settle the Lawsuit for a payment by PwC of \$11,625,000 plus certain agreements by PwC to enhance its recruiting and hiring practices that protect the rights of older applicants.

**What is this notice?** This notice only summarizes the Settlement. For more information, visit [insert website].

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.  
 READ THIS NOTICE CAREFULLY.**

<b>Summary of Your Legal Rights and Options</b>	
<b>Submit a claim</b>	<b>To receive a payment, you must complete and submit the form attached to this Notice (the “Claim Form”), as explained below in section 8 [insert hyperlink] no later than [insert 60 days after mailing].</b> By submitting a Claim Form, you give up your right to be part of another case against PwC about the claims being resolved by this Settlement.
<b>Exclude yourself from the Settlement</b>	Get no payment. Keep any rights to bring or join a case against PwC about the claims being resolved by this Settlement. You will lose the ability to recover any monetary payment under the Settlement.
<b>Object to the Settlement</b>	Write to the Court about why you do not like the Settlement, to help the Court decide whether to approve the Settlement. The Court cannot order that you receive more money from the Settlement even if it agrees with you.
<b>Do nothing</b>	If you do nothing, you will not get a payment. <b>However, you will still release your claims that are covered by the Settlement and give up your right to assert the claims being resolved by this Settlement.</b>

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court has not yet decided whether to finally approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved. Please be patient.

**What This Notice Contains**

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## **Basic Information**

### **1. Why did I get this notice package?**

The purpose of this notice is to let you know that the Parties in the case have reached a Settlement, subject to Court approval in the class and collective action known as *Rabin v. PricewaterhouseCoopers LLP*, Case No. 16-cv-02276-JST, pending in the United States District Court for the Northern District of California (the “Lawsuit”). You have received this notice because:

- (i) You previously submitted a Consent to Join the Lawsuit; and/or
- (ii) PwC’s records show that you applied – but were not hired – for a full-time Associate, Experienced Associate, or Senior Associate position in PwC’s Tax or Assurance lines of service (“Covered Positions”) from September 8, 2013 through January 21, 2020 in California or Michigan, and it appears that you were age 40 or older at the time you applied; and/or
- (iii) PwC’s records indicate that you applied – but were not hired – for a Covered Position from September 8, 2013 through January 21, 2020, were living in California or Michigan at the time you applied to the Covered Position, and it appears that you were age 40 or older at the time you applied.

The Court authorized that you be sent this notice because you have a right to know about the proposed Settlement of the Lawsuit, and about your options, before the Court decides whether to grant final approval of the Settlement. If the Court approves it and after any objections and appeals are resolved, a third-party administrator appointed by the Court will make the payments that the Settlement allows. You will be informed of the progress of the Settlement. This notice provides you with instructions on the options available to you and how you can make a claim for payment under the Settlement Agreement.

### **2. What is this lawsuit about?**

In the Lawsuit, Plaintiffs allege that PwC discriminated against them and other applicants aged 40 and older on the basis of age when they applied for Covered Positions. The Lawsuit asked the Court to require PwC to pay damages, penalties, and other compensation. The Lawsuit also sought to compel PwC to change its policies and procedures so that the alleged conduct does not happen in the future.

PwC denies these allegations and asserts that its hiring policies are lawful, merit-based, and have nothing to do with age.

### **3. Why is this a class and collective action?**

In a class or collective action, one or more people, called “Class Representatives” (in this case, Steve Rabin and John Chapman) sue on behalf of people who have similar claims.

In a class action, all people with similar class claims are called “class members.” Class members do not need to do anything to be part of a class action. Once the Court decides that a case can proceed as a class action (as the Court here has done for purposes of this Settlement), all

class members are included in the class by default, except for those who exclude themselves (excluding is described in sections 13-15, below). In a class action, the court resolves the issues for all class members together in one legal proceeding. Class Members for purposes of this Settlement is defined in section 5, below.

Collective actions are similar to class actions. Some cases, like this one, have a class action component and a collective action component. Here, the federal Age Discrimination in Employment Act claim is brought as a collective action. The “Collective Members” in this Settlement are the applicants to a full-time Associate, Experienced Associate, or Senior Associate position in PwC’s Tax or Assurance lines of service between October 18, 2013 and January 21, 2020 who submitted a Consent to Join form through January 21, 2020.

The Honorable Jon S. Tigar, United States District Judge, is presiding over this class and collective action.

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

The Court did not decide in favor of either party. Instead, both sides agreed to a settlement, which, if approved, brings the Lawsuit to an end. That way, Plaintiffs and PwC avoid the cost, delay, and uncertainty of moving forward in litigation to trial and possible appeals, and the Class Members and Collective Members can get compensation. The Class Representatives and their attorneys (“Class Counsel”) believe that the Settlement is fair, reasonable, adequate and in the best interests of the Class Members and Collective Members.

## **Who is in the Settlement**

#### **5. Who is included in the Settlement?**

The Settlement provides benefits to the Collective Members and Class Members.

The Collective Members (also referred to as the “Settlement Collective” here and in the Settlement Agreement) are those applicants to a full-time Associate, Experienced Associate, or Senior Associate position in PwC’s Tax or Assurance lines of service between October 18, 2013 and January 21, 2020 who submitted a Consent to Join form through January 21, 2020.

The Class Members (also referred to as the “Settlement Class” here and in the Settlement Agreement) are (1) applicants who, between September 8, 2013 through January 21, 2020, applied for and were denied a full-time Associate, Experienced Associate, and Senior Associate position in PwC’s Tax or Assurance lines of service (the “Covered Positions”) in California or Michigan, and were aged 40 or older at the time of application; and/or (2) applicants who, between September 8, 2013 through January 21, 2020, were living in California or Michigan at the time they applied to a Covered Position, were denied, and were aged 40 or older at the time of their application.

Together, these individuals are referred to as the “Covered Individuals.”

## The Settlement Benefits—What You Get

### 6. What does the Settlement provide?

**Monetary relief.** PwC has agreed to pay \$11,625,000 to cover the claims of Covered Individuals. Each Covered Individual who timely files a completed, valid Claim Form (called a “Claimant”), as set forth in section 8, below, will get a share of the \$11,625,000 amount.

Claimants will receive money from the Settlement fund based on Class Counsel’s evaluation of the strength of their age discrimination claims. Specifically, Claimants who are Class Members but not Collective Members will begin with 1 point (Category 1), those who are Collective Members but are not Class Members will begin with 1.5 points (Category 2), and those who are both Class Members and Collective Members will begin with 2 points (Category 3).

The Settlement Administrator, at Class Counsel’s direction, will apply the following multipliers to each Claimant’s point allocation: (1) anyone who received an in-person interview with PwC, as reflected in PwC’s records, will receive a 10x multiplier, and (2) anyone who is not eligible for that multiplier (in categories 1, 2, and 3) will be eligible for a multiplier of 0x, 1x, 2x, or 3x, based on the information they provide in their Claim Form (i.e., college GPA, college degree information, CPA license, and work experience), to be determined by the Settlement Administrator in its sole discretion, as advised by Class Counsel. Each Claimant will receive a check for their share of the Settlement fund based on how many points they are awarded. A Claimant with 0 points will receive the default award amount of \$200.

**Policy initiatives at PwC going forward.** In addition to the monetary relief, for a two-year period, PwC has agreed to implement or continue to enhance several policy initiatives, including the following:

- **Postings.** PwC shall advertise directly to older populations of potential job applicants. As part of this initiative, PwC will consider recommendations from Class Counsel.
- **Graduation date.** PwC agrees, for Covered Positions, not to ask pre-offer applicants who have graduated for their graduation date, and not to have eligibility limits based on graduation year (except where that graduation date is in the future) or age.
- **Non-discrimination policy.** PwC shall include age as one aspect of PwC’s non-discrimination policy in official notifications of that policy.
- **Alumni applicants.** PwC shall permit graduates of a school to apply to Covered Positions at that school. As part of this initiative, PwC will inform the schools at which it actively recruits for Covered Positions that such “Campus-Track” positions are open to alumni.
- **Complaint procedure.** PwC’s complaint procedure shall cover complaints of age discrimination.



There will be a neutral Implementation Expert (as defined in the Settlement Agreement) selected by the parties who will meet with PwC's Chief Purpose & Inclusion Office on an annual basis after the approval of the Settlement. The Implementation Expert will advise PwC on some of the changes described above.

**Tax treatment of awards.** The Settlement Agreement allocates how payments made to you under this Settlement should be treated for tax purposes. Accordingly, payments to Claimants are allocated for tax purposes as follows: thirty-three percent (33%) of all payments to Claimants will be allocated as wages, and normal payroll taxes and withholdings will be deducted from this portion of these monetary payments pursuant to applicable law. This portion of monetary payments will be reported on an IRS Form W-2. The remaining sixty-seven percent (67%) will be allocated as liquidated damages and/or emotional distress, and interest and will be reported on an IRS form 1099. You will be responsible for correctly reporting this for tax purposes and for paying any taxes on the amounts received. You will be responsible for the tax obligations and consequences of all payments received from the Settlement. PwC, Defendant's Counsel, and Class Counsel are not providing tax advice to you, and they make no representations regarding the tax characterization of any Settlement payments or any tax obligations of, or tax consequences to, any Claimant.

**Unclaimed funds.** Any unclaimed funds will be distributed as follows: (1) if the remainder is greater than \$30,000, the remainder will be redistributed to the Claimants on a *pro rata* basis, except that no claimant will receive less than \$50 through this redistribution (anyone whose redistribution payment would equal less than \$50 shall receive no redistribution payment, and their share of the redistribution shall be allocated to the other claimants); (2) if not, the remainder will be given as a *cy pres* donation to the nonprofit Experience Works, which helps older adults with job training, volunteerism, and employment.

## 7. What can I get from the Settlement?

Each Claimant will receive some money, depending on a score assigned to his or her Claim Form by the Settlement Administrator, with input from Class Counsel, according to the listed factors and any instructions by the Court, and subject to the relevant tax withholdings as set forth above in section 6 and in the Settlement Agreement at section 7.5.

## How You Get a Payment

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

To receive money from this Settlement, you must submit a **completed** Claim Form either (a) via [website], (b) to [email address], (c) to [mailing address], or (d) by fax to [fax number]. When filing a Claim Form, please use Claimant ID: [ ] and Verification Number: [ ]. If you do not sign and submit a **fully completed** Claim Form by [deadline], you will receive no money from this Settlement. In order to be deemed "complete," your Claim Form must include answers to all questions. You must include your Social Security number (for tax reporting purposes) and also sign the certification at the end of the Claim Form.

**To be valid, Claim Forms must be postmarked or received by [deadline].**

Please include your Claimant ID on any correspondence sent to the Settlement Administrator.

## 9. When would I get my payment?

The terms and conditions of this Settlement are subject to Court approval. The Court will hold a hearing on [insert fairness hearing date], to decide whether to approve the Settlement. If Judge Tigar approves the Settlement, and there are no appeals, we estimate that checks will be mailed around [insert approximate date]. However, because it is always possible for there to be unexpected delays or appeals, the payments may be delayed by a year or more, or an appeals court may determine that the payments cannot be made. If the Court does not approve the Settlement, no payment will be distributed to any individual, the entire Settlement will be void and unenforceable, and the Parties shall be restored to the status quo ante, that is, their respective positions that existed in this lawsuit prior to entering into this Settlement Agreement.

The Settlement Administrator will provide regular updates of the status of the Settlement at [website]. If your contact information changes, please inform the Settlement Administrator.

## Release Agreement

### 10. What am I giving up to get a payment?

**Release.** Unless you exclude yourself from the Settlement, you are staying in the Settlement Class and/or Settlement Collective, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against PwC about the legal issues resolved by this Settlement. It also means that all of the Court's orders will apply to you and legally bind you. If you do not exclude yourself, you are knowingly and voluntarily releasing and waiving the following claims against PwC: any claims against PwC (and the Released Parties as defined in the Settlement Agreement) up until January 21, 2020, including but not limited to all known and unknown claims, promises, causes of action, or similar rights of any kind that they presently have or may have for discrimination because of age arising out of or relating in any way to any of the legal, factual, or other allegations made in the Litigation, or any legal theories that could have been raised based on the allegations in the First Amended Complaint, including, without limitation, claims under the Age Discrimination in Employment Act of 1967 ("ADEA") (except that Covered Individuals who are Settlement Class Members but not Settlement Collective Members and who do not submit Claim Forms will not release their federal ADEA claims) and parallel state or local laws. In addition, if you submit the Claim Form, you are bound by the Reserve Fund process set forth below and in section 10 of the Settlement Agreement for certain claims that may arise in the future.

**Your rights to pursue certain future claims outside of this Settlement administration process.** A Reserve Fund of \$300,000 will be set aside from the Settlement fund to compensate for certain claims that may arise within the 15-month period following finality. A Claimant is eligible to participate in this Reserve Fund process if the Claimant can demonstrate that, during the 15-month period after the Settlement becomes final, they applied in good faith to PwC to a Covered Position for which they were qualified, they were not hired during that period, and they believe that PwC's failure to hire them was due to age discrimination. To petition for a share of the Reserve Fund, the Claimant must contact Class Counsel within two months after the reserve period ends and provide evidence regarding their application and qualifications to determine

whether they are eligible for a payment. Information about the Reserve Fund and how to petition for a share will be provided at [website] during and after the reserve period. **If you timely submit a completed Claim Form, the Reserve Fund process (described in detail in § 10 of the Settlement Agreement) will be your sole remedy for any age discrimination-related claims related to any applications to Covered Positions submitted during the 15-month period after the Settlement Agreement becomes final. This means that you waive your right to file against PwC or any of the Released Parties a lawsuit, an administrative charge with the EEOC or state/local agencies, or an arbitration demand, asserting claims of discrimination on the basis of age and/or claims of retaliation for raising claims of discrimination on the basis of age, relating to any applications to Covered Positions submitted during the 15-month period after the Settlement Agreement becomes final.**

## **The Lawyers Representing You**

### **11. Do I have a lawyer in this case?**

The Court appointed the following attorneys to represent you and the other Settlement Class and/or Settlement Collective Members: Adam Klein, Jahan Sagafi, Melissa Stewart, Daniel Stromberg, Lucy Bansal, and Iris Mattes of Outten & Golden, LLP; Daniel Kohrman, Laurie McCann, and Dara Smith of AARP Foundation Litigation; and Jennifer Liu of The Liu Law Firm, P.C.

Together, these lawyers are called Class Counsel or Plaintiffs' Counsel. You will not be personally charged for these lawyers' work in securing the Settlement benefits for you and the other Settlement Class and/or Settlement Collective Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **12. How will Class Counsel, Class Representatives, and Declarants be paid?**

Class Counsel will ask the Court for attorneys' fees of up to 40 percent of the \$11,625,000 Settlement fund and reimbursement of out-of-pocket costs of up to \$295,000, consistent with the terms of the Settlement Agreement. In addition, Class Counsel will apply to the Court for a service award of up to \$20,000 each for the two Class Representatives Steve Rabin and John Chapman (for a total of \$40,000) and \$2,000 each for the 28 Declarants (as defined in the Settlement Agreement) who provided sworn declarations in support of the Plaintiffs' claims (for a total of \$56,000). These service awards are being requested in recognition of the time and effort incurred by the two Representatives and the Declarants in securing the benefits of this Settlement for you and the other Settlement Class and/or Settlement Collective Members. The Court will decide whether to approve Class Counsel's, the Class Representatives', and the Declarants' requests.

## **Excluding Yourself from the Settlement**

### **13. What does excluding yourself from the Settlement mean?**

If you want to preserve your right to sue PwC on your own about the legal issues in this case, then you need to take steps to get out. This is called excluding yourself from—or opting out of—the Settlement.

#### **14. How do I get out of the Settlement?**

To exclude yourself from (opt out of) the Settlement and not release any claims, you must send a letter saying that you want to be excluded from the Settlement, and that you understand that you will not receive money from it. You must include your (1) name, (2) address, (3) telephone number, (4) signature and the following statement: “I decline to provide a release of claims and instead elect to exclude myself from the monetary relief provisions in the Settlement in *Rabin v. PricewaterhouseCoopers LLP*. That means I will not be entitled to any money from the Settlement.”

Your opt-out request must be received or postmarked by [insert date]. Opt-out requests should be sent electronically, by mail, or by fax to the Settlement Administrator, whose contact information is listed in section 23.

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and the Settlement would not affect any right you might have, if any, to pursue legal action against PwC on your own.

#### **15. If I exclude myself, can I get money from this Settlement?**

No. If you exclude yourself, you will not receive money. You will not be legally bound by anything that happens in this Lawsuit.

## **Objecting to the Settlement**

#### **16. What does objecting to the Settlement mean?**

You can tell the Court what you think about the Settlement.

#### **17. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class or Settlement Collective Member, you can object to the Settlement.

The Court cannot order a larger (or smaller, or otherwise different) settlement; it can only approve or deny the Settlement. If the Court denies approval, there will be no settlement at this time, no Settlement payments will be sent out, and the Lawsuit will continue.

Any objection to the proposed Settlement must be signed and in writing. Your statement must contain your name, address, and telephone number to be valid. It must also contain the words “I object to the settlement in *Rabin v. PricewaterhouseCoopers LLP*,” and state the legal and factual basis for the objection. If you do not follow these instructions to make an objection, you will waive any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written comments and objections and supporting papers must (a) clearly identify the case name and number (as *Rabin v. PricewaterhouseCoopers LLP*, Case No. 16-cv-

02276-JST), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before [insert deadline].

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class or Settlement Collective. Excluding yourself is telling the Court that you do not want to be part of the Class to preserve your right to assert these claims in another lawsuit. If you exclude yourself, you have no basis to object because you are out of the Settlement Class or Settlement Collective, so the case no longer affects you.

### **The Court's Final Approval Hearing**

The Court will hold a final approval hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a final approval hearing at [insert time and date], at the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, in Courtroom Six on the Second Floor, before the Honorable Tigar, United States District Judge. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Tigar will listen to people who wish to speak at the hearing, if any. The Court may also decide how much to pay Class Counsel and the Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The final approval hearing may be postponed without further notice to the Settlement Class or Settlement Collective. If you plan to attend the hearing, you should check [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or the Court's PACER site at <https://ecf.cand.uscourts.gov> to confirm that the date has not been changed.

#### **20. Do I have to come to the hearing?**

No. Unless you opt out of the Settlement, Class Counsel will represent you and will answer any questions Judge Tigar may have. But you are welcome to come at your own expense. If you send a comment (including an objection), you do not have to come to Court to talk about it. As long as you submitted it on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

#### **21. May I speak at the hearing?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter to the Class Action Clerk at the address listed in section 17, saying that it is your "Notice of Intention to Appear at the Final Approval Hearing in *Rabin v. PricewaterhouseCoopers LLP*, Case No. 16-cv-02276-." You must include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked or

emailed no later than [insert deadline]. This requirement may be excused upon a showing of good cause.

You cannot speak at the hearing if you excluded yourself, because the case no longer affects you.

## **If You Do Nothing**

### **22. What happens if I do nothing at all?**

If you do nothing, you'll get no money from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against PwC for the claims you are releasing in this Settlement. Doing nothing will not affect your right to assert claims against PwC arising after January 21, 2020.

## **Getting More Information**

### **23. Are there more details about the Settlement?**

This Notice is intended to be a summary of the terms of the Settlement. The Collective And Class Action Settlement And Release, First Amended Complaint, and this Notice are all available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

You may also obtain this information by contacting the Settlement Administrator at [insert phone number], Class Counsel at Outten & Golden LLP at (415) 638-8800, by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California at 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

By order of the United States District Court for the Northern District of California.

Dated: [DATE]

# Exhibit 2

***Rabin v. PricewaterhouseCoopers LLP***  
**Age Discrimination Class and Collective Action Settlement**  
**Claim Form and Instructions**

**Instructions**

1. **The purpose of this Claim Form.** To receive money from this Settlement, you must sign and submit this Claim Form either (a) via [website], (b) to [email address], (c) to [mailing address], or (d) by fax to [fax number]. To be valid, completed Claim Forms must be postmarked or received by [deadline]. **If you do not sign and submit this Claim Form by [deadline], you will receive no money from this Settlement.**
2. **How this form will be used.** The Settlement Administrator, with input from your lawyers (“Class Counsel,” which is Outten & Golden LLP, AARP Foundation Litigation, and The Liu Law Firm, P.C.), will assign each Claim Form a category and numerical score according to the factors set forth in the Notice, the Collective and Class Action Settlement and Release (“Settlement Agreement”), and any instructions by the Court. That process will determine your settlement payment.
3. **Covered Positions and Time Period.** This Claim Form focuses on your applications to a full-time Associate, Experienced Associate, or Senior Associate position in PwC’s Tax or Assurance lines of service (“Covered Positions”) from September 8, 2013 through January 21, 2020. No other applications or time periods are relevant.
4. **This is confidential.** All information you provide on this Claim Form will be kept confidential to the extent possible. It will be viewed only by: (a) the Court-appointed Settlement Administrator, (b) Class Counsel, (c) PwC’s lawyers, including persons in PwC’s Office of the General Counsel, as necessary, and (d) the Court (if the Court requests it, and subject to appropriate confidentiality protections). If in the future you assert claims against PwC that PwC contends that you are not allowed to bring, pursuant to the terms of the Settlement, PwC may also use this Claim Form and your participation in the Settlement to respond to those claims.
5. **Completeness.** To receive money from this Settlement, you must fully complete this Claim Form and all of its components, including all questions. You must also sign the certification at the end of the Claim Form. If your Claim Form is missing information or incomplete in any way, or is not timely submitted, you will not receive money from this Settlement. There will not be an opportunity to update your Claim Form or any of its components.
6. **Acknowledgements.** By signing and submitting this Claim Form, you are acknowledging, agreeing, and consenting to each of the following:
  - a. You understand and acknowledge that you are releasing the Released Claims described in § 12 of the Settlement Agreement.
  - b. You understand and acknowledge that the Reserve Fund process (described in § 10 of the Settlement Agreement) will be your sole remedy for any age discrimination-related claims related to any applications to Covered Positions submitted and rejected during the 15-month period after the Settlement Agreement becomes final. You further agree that you waive your right to file against PwC or any of the Released Parties a lawsuit, an administrative charge with the EEOC or state/local agencies, or an arbitration demand, asserting claims of discrimination on the basis of age and/or claims of retaliation for raising claims of discrimination on the basis of



age, relating to any applications to Covered Positions submitted during the 15-month period after the Settlement Agreement becomes final.

## Claim Form

Some information has been pre-populated for your convenience. If this information is incorrect, please cross it out and write in the correct information. We encourage you to fill this form out online at [\[website\]](#) rather than on paper. The website will send you email confirmation showing your completed Claim Form.

<b>Personal Information</b>	
1. Name	[pre-print]
2. Date of Birth (mm/dd/yyyy)	
3. Social Security Number (required for identification and tax purposes)	
<b>Contact Information</b>	
4. Mailing Address	
5. Home Phone Number	
6. Cell Phone Number	
7. E-Mail Address	
<b>Information from PwC regarding your Applications Relevant To This Settlement</b>	
The latest application that PwC has a record of you submitting for a Covered Position (before January 21, 2020) is:	[insert date]
According to PwC's records, did PwC conduct an in-person interview of you for at least one application?	[insert yes/no]

<b>Educational Background</b>	
8. Describe your educational qualifications as of [insert date from above].	
Undergraduate college/university	
Undergraduate major(s)	
Undergraduate degree(s)	
Undergraduate GPA	
Graduate university	
Graduate Degree(s)	
Graduate GPA(s)	
<b>Professional Background</b>	
9. In a few sentences, briefly describe any professional experience you obtained before [insert date from above] that would qualify you to work in a Covered Position at PwC.	
10. By [insert date from above], did you have an active CPA license?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Certification Under Oath**

You must sign and date this Claim Form for your claim to be valid.

I, (print your name) \_\_\_\_\_, declare, under penalty of perjury, that the information I have provided on this form is true and correct to the best of my knowledge, and, if called upon to testify under oath, I would testify that the information I have provided is true. I understand that intentionally submitting false information on this form is a violation of the law.

\_\_\_\_\_, 2020  
 Your signature Date

*Submission by website is encouraged to facilitate timely processing of your Claim Form.*

# Exhibit 3

**Exhibit 3 – Press Release**

PricewaterhouseCoopers, AARP, AARP Foundation, and the law firm of Outten & Golden LLP are pleased to announce that the Plaintiffs and defendant PricewaterhouseCoopers LLP (“PwC”) have reached a mutually consensual resolution of all claims in the class and collective action lawsuit *Rabin v. PricewaterhouseCoopers LLP*, pending in the Northern District of California.

In the lawsuit, Plaintiffs alleged that PwC failed to hire them and the Class and Collective Action Members into Associate, Senior Associate, and Experienced Associate positions in the Tax and Assurance lines of service, because they were over 40 years old, in violation of the Age Discrimination in Employment Act (ADEA) and of California and Michigan antidiscrimination laws. PwC denies having engaged in any unlawful discrimination.

The parties have agreed to settle all claims in the lawsuit for \$11.625 million. PwC has also agreed to enhance certain of its recruiting procedures geared toward further attracting qualified older applicants for entry-level jobs. PwC is proud of its excellent recruiting and hiring practices, including focusing on diversity, nondiscrimination, and inclusion. For example, PwC is taking steps to further enhance the ability of alumni to apply to positions available through on-campus recruiting programs, which promotes an age-diverse applicant pool. PwC’s Chief Purpose & Inclusion Officer, Shannon Schuyler, stated, “PwC is proud to affirm its commitment to identify, hire, and promote older workers. The commitments in this settlement will help PwC remain one of the most sought-after employers in the country. Our workforce represents the diversity of perspective, life experiences and backgrounds, and welcomes talented workers across the age spectrum.”

The parties agree that the settlement is not an admission of liability by PwC.

\* \* \*

[In post-Finality press release, the following would substitute for the first paragraph above: In the class and collective action lawsuit *Rabin v. PricewaterhouseCoopers LLP*, pending in the Northern District of California, the court yesterday granted final approval of the settlement between Plaintiffs and the Defendant.]

[Tweet and LinkedIn text: AARP and AARP Foundation are pleased to announce settlement of age discrimination class action *Rabin v. PwC*, providing enhanced recruiting procedures to benefit older job applicants and \$11,625,000 for the class members. [link to press release; appropriate hashtags]]

[In post-Finality version, “pleased to announce” will be replaced with “grateful to the court for approving”]

# Exhibit 4

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

17 STEVE RABIN and JOHN CHAPMAN,  
18 on behalf of themselves, and all others  
19 similarly situated,  
20 Plaintiffs,

v.

21 PRICEWATERHOUSECOOPERS LLP,  
22 Defendant.

Case No. 16-cv-02276-JST

**COLLECTIVE AND CLASS ACTION  
NAMED PLAINTIFF AND DECLARANT  
GENERAL RELEASE PURSUANT TO THE  
SETTLEMENT AGREEMENT**

Hon. Jon S. Tigar

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1 Subject to approval by the United States District Court for the Northern District of  
2 California, this General Release Pursuant to the terms of Settlement Agreement supplements the  
3 full and final terms by which Defendant PricewaterhouseCoopers LLP ("PwC") and the Named  
4 Plaintiffs and Class Representatives, Steve Rabin and John Chapman, on behalf of themselves  
and the Settlement Class and Settlement Collective, have settled and resolved all claims that have  
been raised in the Litigation.

5 **RECITALS**

6 WHEREAS, the Parties entered into a full and final Settlement Agreement resolving the  
7 claims raised in the above-captioned case (the "Settlement Agreement");

8 WHEREAS, pursuant to the terms of the Settlement Agreement, the Named Plaintiffs and  
9 Declarants agreed to sign a General Release in exchange for Service Awards (*see* Settlement  
Agreement at §§ 2.4, 6, 12.3);

10 WHEREAS, this General Release does not alter or change any terms of the Settlement  
11 Agreement except as expressly stated herein;

12 NOW, THEREFORE, in consideration of the mutual covenants and promises set forth  
13 herein and in the Settlement Agreement, as well as the good and valuable consideration provided  
14 for herein and in the Settlement Agreement, the Undersigned Named Plaintiff or Declarant,  
[Insert Name], and PwC agree to this General Release subject to the following terms and  
conditions:

15 **1. DEFINITIONS**

16 All capitalized terms used within this General Release have the meaning prescribed in  
17 Section I of the Settlement Agreement, unless expressly stated herein.

- 18 1.1 **General Release.** "General Release" means this supplemental agreement and release as  
provided in the Settlement Agreement § 2.4, 12.3.
- 19 1.2 **Released Claims.** "Released Claims" are those claims described in General Release  
20 § 2.3. For the Undersigned Named Plaintiff or Declarant, this definition prevails in both  
21 the General Release and Settlement Agreement.
- 22 1.3 **Undersigned Named Plaintiff or Declarant.** "Undersigned Named Plaintiff or  
Declarant" is the signatory of this General Release.

23 **2. GENERAL TERMS**

- 24 2.1 **Complete settlement and release.** It is the intention of the Undersigned Named Plaintiff  
25 or Declarant and PwC that this General Release along with the Settlement Agreement shall  
26 constitute a full and complete settlement and release of all Released Claims against all  
Released Parties and a dismissal of all pending actions covered by the Released Claims.
- 27 2.2 **General Release Acknowledgement.** The Undersigned Named Plaintiff or Declarant  
28 agrees to be bound by all the terms of the Settlement Agreement and the General Release.

1 In addition to the terms in the Settlement Agreement, the Undersigned Named Plaintiff or  
2 Declarant further agrees to the release in General Release § 2.3, which will replace the  
3 definition of "Released Claims" in the Settlement Agreement, in exchange for the Named  
4 Plaintiff Service Award or Declarant Service Award, in whatever amount determined by  
5 the Court in its Final Approval Order.

6 **2.3 Release.** As a condition of PwC's willingness to enter into this General Release, and in  
7 consideration for the agreements of PwC contained in this General Release and the  
8 Settlement Agreement, including the Declarant Service Award or Named Plaintiff Service  
9 Award, the Undersigned Named Plaintiff or Declarant, with the intention of binding the  
10 Named Plaintiff or Declarant, the Named Plaintiff's or Declarant's heirs, beneficiaries,  
11 trustees, administrators, executors, assigns and legal representatives, hereby releases,  
12 waives and forever discharges the Released Parties from, and hereby acknowledges full  
13 accord and satisfaction of, all claims, demands, causes of action and liabilities of any kind  
14 whatsoever (upon any legal or equitable theory, whether contractual, common law or  
15 statutory, under federal, state or local law or otherwise), whether known or unknown,  
16 asserted or unasserted, by reason of any act, omission, transaction, agreement or  
17 occurrence, that the Undersigned Named Plaintiff or Declarant ever had, now has or  
18 hereafter may have against the Released Parties up to and including January 21, 2020,  
19 including, without limitation, claims relating to or arising out of the allegations in the  
20 Litigation.

21 Without limiting the generality of the foregoing, the Undersigned Named Plaintiff or  
22 Declarant hereby releases and forever discharges the Released Parties from:

23 2.3.1 all claims relating to or arising from the Undersigned Named Plaintiff or  
24 Declarant's employment with PwC, if applicable;

25 2.3.2 all claims of employment discrimination, harassment or retaliation under any  
26 federal, state or local statute or ordinance, public policy or the common law,  
27 including, without limitation, all claims under Title VII of the Civil Rights Act of  
28 1964, the Civil Rights Acts of 1866, 1870 and 1991, the Equal Pay Act, the  
Americans with Disabilities Act, the Age Discrimination in Employment Act, the  
Older Workers Benefit Protection Act, the Worker Adjustment and Retraining  
Notification Act, the Family and Medical Leave Act, the Uniformed Services  
Employment and Reemployment Rights Act, the Genetic Information  
Nondiscrimination Act, the California Fair Employment and Housing Act, Cal.  
Gov. Code §§ 12900, *et seq.* ("FEHA"), the California Unfair Competition Law,  
Cal. Bus. & Prof. Code §§ 17200, *et seq.* ("UCL"), the Elliott-Larsen Civil Rights  
Act, Mich. Comp. Laws § 37.2101, *et seq.* ("MCRA"), the New York State and  
New York City Human Rights Laws, the New York Worker Adjustment and  
Retraining Notification Act, the New York Labor Law, the New York  
Whistleblower Law, the New York Civil Rights Law, the New York Equal Pay  
Law, the New York City Paid Sick Leave Law, the New York City Fair Chance  
Act, the New York City Stop Credit Discrimination in Employment Act, and the  
New York Constitution, in each case as amended from time to time;

- 1           2.3.3 all contract and quasi-contract claims (including, without limitation, claims under  
2           the Employment Agreement, as applicable), claims for promissory estoppel or  
3           detrimental reliance, claims for wages, bonuses, severance, or any other  
4           compensation, as applicable;
- 5           2.3.4 all claims for employee benefits, including, without limitation, claims under the  
6           Employee Retirement Income Security Act of 1974, as amended;
- 7           2.3.5 all claims for fraud, fraudulent inducement, slander, libel, defamation,  
8           disparagement, negligent or intentional infliction of emotional distress, personal  
9           injury, prima facie tort, negligence, compensatory or punitive damages, or any  
10          other claim for damages or injury of any kind whatsoever; and,
- 11          2.3.6 all claims for monetary recovery, including, without limitation, attorneys' fees  
12          (except as provided in the Settlement Agreement), experts' fees, medical fees or  
13          expenses, costs and disbursements and the like.
- 14          2.3.7 This General Release is not intended to and does not affect any claims that may  
15          arise after the date of January 21, 2020, except those claims that fall within § 10 of  
16          the Settlement Agreement ("Reserve Claims Process"). This General Release shall  
17          not limit or prohibit either party's ability to bring a claim to enforce this General  
18          Release.

19          2.4     **Release Waiver.** The Undersigned Named Plaintiff or Declarant further agrees to waive  
20          their rights under any state or federal statute or regulation that provides that a general  
21          release does not extend to claims which the Undersigned Named Plaintiff or Declarant  
22          does not know or suspect to exist in their favor at the time of executing this Agreement,  
23          which if known to the Undersigned Named Plaintiff or Declarant would have materially  
24          affected the Undersigned Named Plaintiff's or Declarant's settlement with PwC. The  
25          Undersigned Named Plaintiff or Declarant further acknowledges and expressly waives  
26          the protection provided under Section 1542 of the Civil Code of the State of California,  
27          which states that:

28                   "A general release does not extend to claims that the creditor or releasing party  
                  does not know or suspect to exist in his or her favor at the time of executing the  
                  release and that, if known by him or her, would have materially affected his or her  
                  settlement with the debtor or released party."

29          2.5     **Other Pending Actions.** The Undersigned Named Plaintiff or Declarant represents that,  
30          other than the Litigation, the Undersigned Named Plaintiff or Declarant has not  
31          commenced or caused to be commenced, or participated, aided or cooperated in, any  
32          action, charge, complaint or proceeding of any kind (on their behalf and/or on behalf of  
33          any other person or entity and/or on behalf of or as a member of any alleged class of  
34          persons) that is presently pending in any arbitral or judicial tribunal, or before any  
35          government agency charged with the enforcement of any law, or any self-regulatory  
36          authority, including, without limitation, the U.S. Equal Employment Opportunity  
37          Commission ("EEOC"), against or involving any of the Released Parties.

1     2.6     **Released Parties.** For purposes of this General Release, the term "Released Parties"  
2           means PwC, PricewaterhouseCoopers International Limited and its member firms, their  
3           past and present direct and indirect parents, subsidiaries, affiliates, divisions,  
4           predecessors, successors and assigns (each, a "PwC Network Firm" and collectively, the  
5           "PwC Network Firms"), and their past and present partners, principals, employees,  
6           officers, attorneys, representatives and agents, whether acting as agents or in individual  
7           capacities, and the PricewaterhouseCoopers LLP pension and welfare benefit plans (and  
8           their respective administrators, fiduciaries, trustees and insurers, whether acting as agents  
9           or in individual capacities), and this Agreement shall inure to the benefit of and shall be  
10          binding upon and enforceable by all such entities and individuals.

11     **3. SUPPLEMENTAL AWARDS**

12     3.1     **Service Award terms.** The terms of the payment of the Named Plaintiff Service Award  
13           and Declarant Service Award are set forth in the Settlement Agreement at § 6 (§§ 6.1-  
14           6.4).

15     3.2     **Acceptance of Service Award.** By signing this General Release, the Undersigned  
16           Named Plaintiff or Declarant acknowledges and agrees to the additional provisions of the  
17           General Release.

18     3.3     **Significance of ruling.** Should the Court reduce the amount of the Service Awards, such  
19           reduction shall not terminate this General Release or otherwise affect the Court's Final  
20           Approval ruling. If, at any time after the date of the execution of this General Release,  
21           any provision of this General Release shall be held by an arbitrator or a court of  
22           competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no  
23           force and effect. However, the illegality or unenforceability of such provision shall have  
24           no effect upon, and shall not impair the enforceability of, any other provision of this  
25           General Release; provided, however, that if §§ 2.3-2.4 is held to be illegal, void or  
26           unenforceable, the Undersigned Named Plaintiff or Declarant agrees to promptly execute  
27           a valid general release and waiver in favor of the Released Parties.

28     **4. ENFORCEMENT OF GENERAL RELEASE**

   4.1     **Binding effect.** This General Release shall bind the Undersigned Named Plaintiff or  
          Declarant, their heirs, beneficiaries, trustees, administrators, executors and legal  
          representatives, and shall inure to the benefit of each of the Releasees, and their  
          respective beneficiaries, trustees, administrators, executors, assigns and legal  
          representatives. The Undersigned Named Plaintiff or Declarant may not assign any of  
          their rights or obligations under this Agreement. Without limiting the foregoing, PwC  
          may assign its rights and delegate its duties hereunder in whole or in part to any affiliate  
          of PwC or to any transferee of all or a portion of the assets or business to which this  
          General Release relates.

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DATED: MONTH \_\_, 2020

By: \_\_\_\_\_

NAME

*Named Plaintiff or Declarant*

DATED: MONTH \_\_, 2020

By: \_\_\_\_\_

PWC REP

*PricewaterhouseCoopers LLP, Defendant*

# Exhibit 5

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

STEVE RABIN and JOHN CHAPMAN,  
on behalf of themselves, and all others  
similarly situated,

Plaintiffs,

v.

PRICEWATERHOUSECOOPERS LLP,

Defendant.

Case No. 16-cv-02276-JST

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
PROPOSED CLASS ACTION  
SETTLEMENT**

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1 On March \_\_\_, 2020, a hearing was held on the motion of Plaintiffs Steve Rabin and John  
2 Chapman (“Plaintiffs”) for an order to: (1) conditionally certify the Settlement Collective<sup>1</sup> and  
3 Settlement Class; (2) preliminarily approve the parties’ proposed collective and class action  
4 settlement (the “Settlement”); (3) appoint Plaintiffs as the Class Representatives, their counsel as  
5 Class Counsel, and JND Legal Administration as Settlement Administrator; (4) set the deadlines  
6 for filing claims, written exclusions, or objections to the Settlement; (5) approve the forms of  
7 notice to the Settlement Collective and Settlement Class of the Settlement and the Claim Form;  
8 and (6) schedule a hearing on the final approval of the Settlement for \_\_\_\_\_,  
9 2020 (the “Preliminary Approval Motion”). Jahan C. Sagafi appeared for Plaintiffs.

10 \_\_\_\_\_ appeared for Defendant PricewaterhouseCoopers LLP (“PwC”):

11 Having considered the papers on the motion, the arguments of counsel, and the law, the  
12 Court now enters this Preliminary Approval Order and FINDS, CONCLUDES, and ORDERS as  
13 follows:

14 **I. NATURE OF ACTION**

15 Plaintiffs allege that PwC engaged in age discrimination in recruiting and hiring in  
16 violation of federal and California and Michigan state laws.

17 PwC disputes and denies all of Plaintiffs’ claims. PwC contends that it has fully complied  
18 with all applicable laws at issue in this matter.

19 **II. CONDITIONAL CERTIFICATION OF RULE 23 SETTLEMENT CLASSES**

20 **A. Rule 23 Settlement Classes and ADEA Collective**

21 For settlement purposes only, the Parties have proposed conditional certification of the  
22 following Settlement Class and Settlement Collective, defined as:  
23

24 (1) **Settlement Class:** “California Class” means all applicants who,  
25 between September 8, 2013 and January 21, 2020 (inclusive), (a) applied

26 <sup>1</sup> Unless otherwise specified herein, all capitalized terms have the meaning defined in the  
27 Collective And Class Action Settlement And Release (“Settlement” or “Settlement Agreement”),  
28 which is attached to the Declaration of Jahan Sagafi in Support of Unopposed Motion for  
Preliminary Approval of Settlement (“Sagafi Decl.”) as Exhibit 1.

1 for and were denied a Covered Position in California or (b) resided in  
2 California at the time they applied to a Covered Position and were denied;  
3 and were aged 40 or older at the time of application. “Michigan Class”  
4 means all applicants who, between September 8, 2013 and January 21,  
5 2020 (inclusive), (a) applied for and were denied a Covered Position in  
6 Michigan or (b) resided in Michigan at the time they applied to a Covered  
7 Position and were denied; and were aged 40 or older at the time of  
8 application. Collectively, the California Class and Michigan Class is the  
9 “Settlement Class” or “Settlement Class Members.”

10 (2) **Settlement Collective:** “Settlement Collective” or “Settlement  
11 Collective Members” means all the applicants (a) who applied to and were  
12 denied Covered Positions on or after October 18, 2013, (b) who were aged 40  
13 or older at the time of application, and (c) who opted in to this Litigation  
14 pursuant to the federal Age Discrimination in Employment Act of 1967, as  
15 amended, 29 U.S.C. §§ 621, *et seq.* (“ADEA”) on or before January 21, 2020.<sup>2</sup>

16 **B. Conditional California And Michigan Rule 23 Certification**

17 The Court hereby finds and concludes that for purposes of the Settlement only, the  
18 California and Michigan Classes satisfy all of the requirements for certification under Rule 23(a)  
19 and (b)(3) of the Federal Rules of Civil Procedure.

20 1. The California and Michigan Classes are sufficiently numerous that joinder is  
21 impracticable.

22 2. The members of the California and Michigan Classes share common issues of fact  
23 and law regarding whether PwC’s policies and practices discriminate against Class Members,  
24 whether they violate the California Fair Employment and Housing Act, Cal. Gov. Code §§ 12900,  
25 *et seq.* (“FEHA”), the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et*  
26 *seq.* (“UCL”), and the Elliott-Larsen Civil Rights Act, Mich. Comp. Laws § 37.2101, *et seq.*  
27 (“MCRA”), whether PwC’s recruiting and hiring systems are discriminatory, and what remedies  
28 are warranted.

3. The Class Representatives’ claims are typical of those of the Settlement Class they  
propose to represent, because they arise out of the same policies and practices and course of  
conduct complained of by all Settlement Class Members.

<sup>2</sup> Consistent with the Settlement Agreement, the Settlement Class Members and Settlement  
Collective Members, along with the Named Plaintiffs, will be collectively referred to as the  
“Covered Individuals.”

1           4.       Each Class Representative is an adequate representative of the California Class or  
2 Michigan Class he proposes to represent, because his interests are co-extensive with those of the  
3 Settlement Class Members, and he has retained experienced counsel to represent him and the  
4 Settlement Class Members.

5           5.       Questions of law or fact common to the Settlement Class predominate over  
6 individualized issues, and a class action is superior to other available methods for the fair and  
7 efficient adjudication of this controversy.

8           6.       Because certification of the Settlement Class is proposed in the context of a  
9 settlement, the Court need not inquire whether the case, if tried as a class action, would present  
10 intractable management problems.

11           Accordingly, for settlement purposes, the Court hereby certifies the California and  
12 Michigan Classes under Rule 23(a) and (b)(3).

13           **C.       Certification of Federal ADEA Collective Action under 29 U.S.C. § 216(b)**

14           For the reasons stated in the Court’s April 5, 2019, Order granting Conditional  
15 Certification of the proposed ADEA Collective, ECF No. 274, the Court hereby finds and  
16 concludes that the Settlement Collective fulfills the requirements for a collective action under §  
17 216(b).

18           1.       Under § 216(b), an action may be maintained by an employee or employees on  
19 behalf of others who are “similarly situated.”

20           2.       Here, the Settlement Collective Members are similarly situated for purposes of a  
21 collective action under § 216(b) in that they are unsuccessful applicants to Covered Positions at  
22 PwC, and they have alleged they were affected by policies and practices that have the purpose  
23 and effect of denying them employment opportunities because of their age.

24           Accordingly, for settlement purposes, certification under § 216(b) is appropriate for those  
25 Settlement Collective Members (a) who applied to and were denied Covered Positions on or after  
26 October 18, 2013, (b) who were aged 40 or older at the time of application, and (c) who opted in to this  
27 Litigation pursuant to the federal Age Discrimination in Employment Act of 1967, as amended, 29  
28

1 U.S.C. §§ 621, *et seq.* (“ADEA”) on or before January 21, 2020.

2 **III. APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

3 **A. Class Representatives**

4 The Court finds and concludes that Class Representatives have claims typical of the  
5 members of the Settlement Class and Settlement Collective they propose to represent, and they  
6 are adequate representatives of the Settlement Class and Settlement Collective they seek to  
7 represent. The Court hereby appoints Plaintiffs Steve Rabin and John Chapman to serve as Class  
8 Representatives.

9 **B. Class Counsel**

10 The Court finds and concludes that Outten & Golden LLP, AARP Foundation Litigation,  
11 and the Liu Law Firm, P.C. have extensive experience and expertise in prosecuting  
12 discrimination, class, and collective actions. The Court appoints Outten & Golden LLP, AARP  
13 Foundation Litigation, and The Liu Law Firm, P.C., as Class Counsel.

14 **IV. PRELIMINARY APPROVAL OF SETTLEMENT**

15 The Court has reviewed the terms of the Settlement, including the plan of allocation and  
16 the release of claims. The Court has also read and considered the declaration of Jahan C. Sagafi  
17 in support of preliminary approval. Based on review of those papers and the Court’s familiarity  
18 with this case, the Court finds and concludes that the Settlement is the result of arms-length  
19 negotiations between the Parties conducted after Class Counsel had adequately investigated  
20 Plaintiffs’ claims and became familiar with their strengths and weaknesses. The assistance of  
21 experienced mediators in the settlement process supports the finding that the Settlement is non-  
22 collusive. Based on all of these factors, the Court concludes that the proposed Settlement meets  
23 the criteria for preliminary settlement approval. The Settlement has no obvious defects and falls  
24 within the range of possible approval as fair, adequate, and reasonable, such that notice to the  
25 Covered Individuals is appropriate. Accordingly, the Settlement is hereby preliminarily  
26 approved.

1 **V. APPROVAL OF THE NOTICE PLAN**

2 The Parties have also submitted for this Court’s approval a proposed class notice and  
3 claim form (Exhibits 1 (“Notice”) and 2 (“Claim Form”) to the Settlement Agreement). After  
4 carefully reviewing these documents, the Court finds and concludes as follows:

5 **A. Best Notice Practicable**

6 The Notice is the best notice practicable under the circumstances and allows the Covered  
7 Individuals a full and fair opportunity to consider the Settlement.

8 The Notice is based on the model forms supplied by the Federal Judicial Center and the  
9 Northern District of California’s Procedural Guidance for Class Action Settlements, and it fairly,  
10 plainly, accurately, and reasonably informs the Covered Individuals of appropriate information  
11 about: (1) the nature of this action, the definition of the Settlement Class and the Settlement  
12 Collective, the identity of Class Counsel, and the essential terms of the Settlement, including the  
13 plan of allocation, including the address for a website, maintained by the Settlement  
14 Administrator that has links to the notice, motions for approval and for attorneys’ fees and any  
15 other important documents in the case; (2) Plaintiffs’ forthcoming application for the Class  
16 Representatives’ and Declarants’ Service Awards and the Class Counsel attorneys’ fees and costs  
17 award; (3) how Covered Individuals’ settlement shares will be calculated; (4) this Court’s  
18 procedures for final approval of the Settlement, and about the Covered Individuals’ right to  
19 appear through counsel if they desire; (5) how to submit a Claim Form, comment on or opt out of  
20 the Settlement, if a Covered Individual wishes to do so, (6) how to obtain additional information  
21 regarding this action and the Settlement, including instructions on how to access the case docket  
22 via PACER or in person at any of the Court’s locations; and (7) the date of the Final Approval  
23 Hearing and that the date may change without further notice to the Settlement Class or Settlement  
24 Collective, and that Covered Individuals may check the settlement website or the Court’s PACER  
25 site to confirm that the date has not been changed.

26 The proposed plan for distributing the Notice likewise is a reasonable method calculated  
27 to reach all individuals who would be bound by the Settlement. Under this plan, the Settlement  
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1 Administrator will distribute the Notice to all Covered Individuals by first-class mail and e-mail  
2 to their last known mailing and e-mail addresses. There is no additional method of distribution  
3 that is cost-effective and would be reasonably likely to notify Covered Individuals who may not  
4 receive notice pursuant to the proposed distribution plan. In addition, the Settlement  
5 Administrator will send reminder notices by email to those who have failed to opt out or submit  
6 all required or optional forms by the time the response deadline approaches.

7 **B. CAFA Notice of Proposed Settlement**

8 Within ten (10) calendar days after the Court's Preliminary Approval Order of the  
9 Settlement, the Settlement Administrator shall provide notice of the proposed Settlement to state  
10 and federal officials as required by the Class Action Fairness Act, 28 U.S.C. § 1715(b). The  
11 Settlement Administrator shall draft and prepare the CAFA notice in conformity with 28 U.S.C.  
12 § 1715, and subject to PwC's approval. The Settlement Administrator shall provide a draft of the  
13 CAFA Notice to PwC no later than three (3) calendar days after the Court's Preliminary Approval  
14 Order of the Settlement. On this basis, the notice of the Settlement is approved, and the Court  
15 finds that the above-referenced actions will discharge PwC's obligations under CAFA to provide  
16 notice to the appropriate federal and state officials.

17 **C. Approval**

18 Accordingly, the Court finds and concludes that the proposed plan for distributing the  
19 Notice will provide the best notice practicable, satisfies the notice requirements of Rule 23(e),  
20 and satisfies all other legal and due process requirements. Accordingly, the Court hereby orders  
21 as follows:

- 22 1. The Notice and Claim Form are approved.
- 23 2. The manner of distributing the Class Notice to the Covered Individuals is  
24 approved.
- 25 3. Promptly following the entry of this order, the Settlement Administrator will  
26 prepare final versions of the Notice, incorporating into them the relevant dates and deadlines set  
27 forth in this order.

1           4.       Within fifteen (15) business days following entry of this order, PwC will provide  
2 the Settlement Administrator the same fields of applicant data previously produced to Class  
3 Counsel on December 23, 2019, updated to include all Covered Individuals, in the format  
4 previously produced to Class Counsel on December 23, 2019 (“Settlement Class List”).

5           5.       Within twenty-one (21) business days after receipt of the applicant data, the  
6 Settlement Administrator will send the Notice and Claim Form to all Covered Individuals, by  
7 first-class mail to their last known address, and by email to their last known email address(es).

8           6.       The Settlement Administrator will perform two skip-traces on returned mail and  
9 re-mail the Notice and Claim Form to an updated address (if any) as soon as possible upon return  
10 of the undeliverable Notice.

11          7.       Plaintiffs will file with their motion for final approval a declaration from the  
12 Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the  
13 Notice, and will file prior to the hearing on the motion a supplemental declaration from the  
14 Settlement Administrator as applicable.

15          8.       The Settlement Administrator will take all other actions in furtherance of  
16 settlement administration as are specified in the Settlement.

17 **VI.    PROCEDURES FOR FINAL APPROVAL OF THE SETTLEMENT**

18       **A.    Final Approval Hearing**

19       The Court hereby schedules a hearing to determine whether to grant final approval of the  
20 Settlement (the “Final Approval Hearing”) for \_\_\_\_\_, 2020, at 2:00 p.m. The  
21 date of the hearing may be changed without further notice to Covered Individuals. However,  
22 Plaintiffs are responsible for promptly updating the case website with information about any such  
23 change.

24       **B.    Deadline to Submit Claim Forms**

25       All Covered Individuals who wish to submit Claim Forms must do so within sixty (60)  
26 calendar days from the date of the initial mailing. For mailed submissions, any item mailed by  
27 the deadline, as evidenced by a postmark, shall be deemed to be timely. Submissions may be  
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1 filed by mail, email, or online website submission.

2 **C. Deadline to Opt Out of the Settlement**

3 **1. Form of Opt-Out Request**

4 Any Covered Individual may opt out of participating in the Settlement by submitting a  
5 signed letter to the Settlement Administrator stating that he or she wishes to be excluded from the  
6 Settlement (“Opt-Out Statement”). The letter must include the Covered Individual’s name,  
7 address, telephone number, and signature. It must also contain the following words in order to be  
8 valid: “I decline to provide a release of claims and instead elect to exclude myself from the  
9 monetary relief provisions in the Settlement in Rabin v. PricewaterhouseCoopers LLP. That  
10 means I will not be entitled to any of the monetary proceeds of the Settlement.” To be effective,  
11 such Opt-Out Statement must be sent via mail or email and postmarked or received by a date  
12 certain to be specified on the Notice. The postmark date of the mailing envelope shall be the  
13 exclusive means used to determine whether a request for exclusion (opt-out) has been timely  
14 submitted.

15 **2. Deadline for Submitting Opt-Out Request**

16 An Opt-Out Statement will be deemed timely submitted to the Settlement Administrator if  
17 it is mailed to the Settlement Administrator by first-class mail and postmarked by not later than  
18 sixty (60) days after the Settlement Administrator first mails the Class Notice to the Covered  
19 Individuals. Only those Covered Individuals who submit their Opt-Out Statement within the time  
20 and by the manner set forth in this Order will be excluded from the Settlement. Pursuant to  
21 Federal Rule of Civil Procedure 23(b)(3) and (c)(2), the Settlement will have no binding effect on  
22 any Covered Individual who properly opts out of the Settlement in the manner required by this  
23 Order.

24 **D. PwC’s Right to Rescind Agreement**

25 If ten percent (10%) or more of the Settlement Collective or ten percent (10%) or more of  
26 the Settlement Class validly opt out pursuant to the process set forth herein, PwC will have the  
27 sole right either (i) to withdraw in writing from and rescind this Settlement Agreement in which  
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1 case all actions taken in its furtherance shall be null and void for all purposes and may not be used  
2 or introduced in further litigation except to determine whether PwC is entitled to withdraw from  
3 the Settlement Agreement and has validly done so, or (ii) to modify the Settlement Agreement  
4 through further negotiations with Class Counsel. PwC must exercise this right within ten (10)  
5 business days after the Settlement Administrator sends the final list of all Opt-Out Statements to  
6 Class Counsel and Defendant's Counsel by email. If PwC exercises this option, the parties will  
7 split the Settlement Administrator's costs incurred up to that date.

8 **E. Deadline for Filing Comments on or Objections to Settlement**

9 Any Covered Individual who wishes to comment on or object to the fairness,  
10 reasonableness, or adequacy of the Settlement must do so in writing as provided in the Notice.  
11 Covered Individuals who have timely commented on or objected to the Settlement in writing may  
12 also appear at the Final Approval Hearing, in person or through counsel, but only if they (a) have  
13 given written notice of their intent to appear at the hearing as provided in the Notice, or (b) can  
14 show good cause why they could not provide such notice. To be considered, any comment on or  
15 objection to the final approval of the Settlement must (a) clearly identify the case name and  
16 number (*Rabin v. PricewaterhouseCoopers LLP*, Case Number 16 Civ. 2276), (b) be submitted to  
17 the Court either by mailing the comment or objection to the Class Action Clerk, United States  
18 District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, or by  
19 filing them in person at any location of the United States District Court for the Northern District  
20 of California, and (c) be filed or postmarked within sixty (60) days after the date of the Notice  
21 mailing. Any Covered Individual who does not timely submit such a written comment or  
22 objection will not be permitted to raise such comment or objection or appear at the Final  
23 Approval Hearing, except for good cause shown, and any Covered Individual who fails to object  
24 in the manner prescribed by this order will be deemed to have waived, and will be foreclosed  
25 from raising, any such comment or objection, except for good cause shown.

26 **F. Deadline for Mailing and Cashing Settlement Share Checks**

27 Each Covered Individual who submits a Claim Form will be eligible to receive his or her  
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1 share of the Settlement. No later than ten (10) business days after Finality, PwC will issue to the  
2 Settlement Administrator the Gross Fund Payment. The Settlement Administrator will distribute  
3 the funds from the Gross Fund pursuant to the terms of the Settlement Agreement, including  
4 mailing settlement checks to Claimants, making attorneys' fees and cost payments, and making  
5 Service Awards payments. Claimants will have one hundred eighty (180) calendar days from the  
6 date of issuance written on the check to cash their Settlement checks, after which time the checks  
7 will expire. Should there remain any residual from the Gross Fund after all payments are made  
8 under this Settlement, the Settlement Administrator shall pay the residual funds to Claimants on a  
9 *pro rata* basis (if the residual funds exceed \$30,000), or to the *cy pres* designee Experience  
10 Works (if the residual funds are equal to or less than \$30,000).

11 **G. Deadline for Submitting Motion Seeking Final Approval**

12 Not later than thirty-five (35) days before the Final Approval Hearing, Plaintiffs will file a  
13 motion for final approval of the Settlement.

14 **H. Deadline for Motion for Approval of Class Representatives Payment**

15 Not later than ten (10) business days before the expiration of the 60-day Claims Period,  
16 Class Counsel may file a motion for approval of Service Awards for the Class Representatives  
17 and Declarants.

18 **I. Deadline for Motion for Class Counsel Attorneys' Fees and Costs Award**

19 Not later than ten (10) business days before the expiration of the 60-day Claims Period,  
20 Class Counsel may file a motion for approval of their Class Counsel attorneys' fees and costs  
21 payment.

22 **VII. PLAINTIFFS' AND CLASS MEMBERS' RELEASE**

23 If, at the Final Approval Hearing, this Court grants final approval to the Settlement,  
24 Plaintiffs, Declarants, and every Covered Individual who does not opt out will, pursuant to the  
25 Settlement, be adjudicated to have granted the release of "Released Claims" as set forth in the  
26 Settlement Agreement. In addition, each Covered Individual, by submitting a Claim Form and/or  
27 cashing his or her settlement check, releases all Released Claims as set forth in the Settlement  
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1 Agreement. Finally, the Named Plaintiffs and Declarants who elect to receive a Service Award  
 2 will be required to sign the General Release as set forth in Exhibit 4 of the Settlement Agreement  
 3 to receive a Service Award.

4 **VIII. APPOINTMENT OF SETTLEMENT ADMINISTRATOR**

5 JND Legal Administration is hereby appointed Settlement Administrator to carry out the  
 6 duties set forth in this Preliminary Approval Order and the Settlement.

7 **IX. SCHEDULING ORDER**

8 The following schedule sets the sequence for the relevant dates and deadlines based on the  
 9 preliminary approval of the Settlement on \_\_\_\_\_, 2020.

Event	Date
PwC to provide class list data to Administrator	
Notice disseminated by Settlement Administrator	
Reminder notices	
Fee and Service Award motions due	
Deadline for Class Members to submit requests for exclusion and/or objections	
Deadline for Class Members to submit Claim Forms	
Settlement Administrator submits final report to Parties	
Final Approval motion due	
PwC decides whether to rescind the Settlement	
Final approval, Service Award fee reply briefs	
Final Approval Hearing	
Effective Date (assuming no appeals)	
Funding of Settlement	
Checks mailed to Class Members	
Approximate deadlines for Class Counsel to report to the Court regarding implementation of the Settlement (to be formally set at the Final Approval Hearing)	

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IT IS SO ORDERED.

Dated: March \_\_\_\_, 2020

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The Honorable Jon S. Tigar  
United States District Judge