

CLASS ACTION SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter “Agreement”) is entered into and effective upon its execution by all parties hereto. It is entered into by and between Julien Poinsignon (“Plaintiff”) on his own behalf and on behalf of all members of the “Plaintiff Class,” as defined in paragraph 5(a) below and as ultimately certified as part of the Court’s (as defined below) approval of this Agreement, on the one hand, and Imperva, Inc. (“Defendant”), on the other hand (Plaintiff and Defendant are collectively referenced to as the “Parties,” with reference to the recitals and provisions set forth below.

RECITALS

- A. Plaintiff and Defendant are parties to *Julien Poinsignon v. Imperva, Inc.*, Case No. 3:17-cv-05653-EMC (the “Lawsuit”) pending in the U.S. District Court for the Northern District of California (the “Court”).
- B. The operative complaint in the Lawsuit is the First Amended Complaint (the “Complaint”), which alleges violations of 15 U.S.C. §§ 1681b(b)(2)(A) (the FCRA). Defendant denies each and every such allegation of this Complaint.
- C. The Lawsuit has been litigated before the Honorable Edward M. Chen, United States District Judge.
- D. Plaintiff and the proposed Plaintiff Class are represented in the Lawsuit by the following firm: **Setareh Law Group**.
- E. Defendant is represented in the Lawsuit by: **Fenwick & West LLP**.
- F. The parties hereto have researched and briefed the legal and factual issues relating to the claims and defenses of the Lawsuit, including all the claims contained in the Complaint and the claims dismissed by earlier order of the Court.
- G. The parties hereto prepared for and engaged in formal mediation on June 4, 2018. The mediation was presided over by an experienced mediator, Michael Dickstein, an attorney from San Francisco, California who specializes in mediations of FCRA and other employment class actions throughout the state.
- H. The mutual costs, risks, and hazards of continuing to prosecute and defend the Lawsuit have led the parties hereto to resolve the Lawsuit by way of settlement.
- I. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed or used in the Lawsuit or in any other action or proceeding as an admission, concession or indication by or against Defendant of any fault, wrongdoing of liability whatsoever.

J. It is the intention of the parties to this Agreement to compromise, settle and dispose of, fully and completely, any and all claims, demands and causes of action that are, or could have been, set forth in the Lawsuit.

PROVISIONS

1. COOPERATION BY THE PARTIES

The parties to this Agreement and their counsel agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the terms and conditions of this Agreement.

2. APPOINTMENT OF ADMINISTRATOR

The parties will stipulate to and seek the Court's order appointing Simpluris, Inc. to act as the settlement administrator (the "Administrator") for purposes of this settlement. The Administrator shall be responsible for, among other matters:

(a) Mailing of notice of settlement to members of the Plaintiff Class and receiving Request for Exclusion Forms.

(b) Determining the amount of the settlement award to each member of the Plaintiff Class, pursuant to the formula set forth in paragraph 9 below, and the Administrator's calculations in this regard shall be final, binding, and non-appealable.

(c) Resolving any disputes regarding membership in the Plaintiff Class as provided for in paragraph 10 of this Agreement.

(d) Issuing the individual settlement awards.

3. APPOINTMENT OF REPRESENTATIVE PLAINTIFF AND CLASS COUNSEL

For the purpose of the settlement of the Lawsuit only, Plaintiff shall request the Court to appoint him as a representative of the Plaintiff Class ("Class Representative"), and to appoint Plaintiff's Counsel as "Class Counsel." Defendant shall not oppose Plaintiff's request. In the event that this settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no party shall use the foregoing provision of this Agreement or the appointment of a Class Representative and/or Class Counsel pursuant to this Agreement for any purpose whatsoever in the Lawsuit or in any other action or proceeding.

4. CLASS PERIOD

The class period will be from August 25, 2012 to November 3, 2017 ("Class Period").

5. DEFINITION OF PLAINTIFF CLASS

(a) Class Definition

For purposes of this settlement only, the parties agree that the “Plaintiff Class” is defined as follows:

All applicants for employment, employees or other agents of Defendant in the United States who were subject to any background, credit, consumer, or investigatory check or report during the Class Period.

(b) Certification of the Plaintiff Class

The parties stipulate to class certification for purposes of settlement only. Defendant contends that the facts do not justify class certification under the governing legal standards. The Court has not ruled on class certification in this Lawsuit. Consequently, a “Settlement Class” has been established for purposes of administration and resolution of this matter only. It is not, and it should not be construed as, an admission of fact or law in this matter or any other matter that class certification is appropriate. If the Court does not grant either preliminary or final approval of the settlement contemplated in this Agreement (or if a final approval order is reversed on appeal), then the parties revert to their previous positions and Defendant will not stipulate to class certification. Defendant will have an opportunity under such circumstances to file an opposition to Plaintiff’s motion for class certification, and no party shall use the foregoing provision or the certification of the Plaintiff Class, the appointment of Plaintiff as Class Representative, or the appointment of Plaintiff’s Counsel as Class Counsel pursuant to this Agreement for any purpose whatsoever in this Lawsuit or in any other action or proceeding.

(c) Members’ Right to Exclude Themselves From the Plaintiff Class

Members of the Plaintiff Class may exclude themselves from the Plaintiff Class and from participation in the proceeds of the settlement by completing the Request for Exclusion Form (in substantially the same form as attached to this Agreement as Exhibit “B”) and returning it to the Administrator postmarked no later than sixty (60) days after the Notice of Settlement is first mailed to members of the Plaintiff Class as set forth hereinafter, except that those members of the Plaintiff Class who receive the Notice of Settlement pursuant to the one skip trace (described in paragraph 8(b) of this Agreement) shall be informed (via an insert in the Notice) that their time to submit a Request for Exclusion Form to the Administrator shall be the latter of thirty (30) days from the date the Notice of Settlement is mailed to the updated address obtained as a result of the skip trace or sixty (60) days after the Notice of Settlement is first mailed. Any member of the Plaintiff Class who does not provide the Administrator with a timely Request for Exclusion form shall be bound by all the terms and conditions of this Agreement, including the release of identified claims set forth hereinafter.

(d) Defendant’s Right to Void Settlement Due to Number of Opt Outs

If the number of persons that submit Request for Exclusion Forms to the Administrator on a timely basis is in excess of five (5) percent of the Plaintiff Class, Defendant shall have the right, at its sole discretion, exercisable within thirty (30) days of its receipt of the total number of timely submitted Request for Exclusion Forms, to void this Agreement and the parties' settlement by notifying Plaintiff of its intention to do so. The Agreement and the Parties' settlement shall become void seven (7) days after Defendant exercises such right unless, during that period, the Parties agree to a mutually acceptable resolution and thereafter the Court approves such resolution.

6. CONSIDERATION BY DEFENDANT

In consideration for the releases and dismissals set forth in this Agreement, Defendant agrees to (1) the payment to members of the Plaintiff Class pursuant to the payment procedure as described in paragraphs 9 and 10 herein; (2) the payment of an enhancement award to Plaintiff as set forth herein and to the extent awarded by the Court; (3) the payment of attorneys' fees and costs as set forth herein and as awarded by the Court; and (4) the payment of the cost of administration of the settlement, including, without limitation, all fees of the Administrator, as set forth hereinafter.

(a) "Maximum Settlement Amount" to be Paid by Defendant

The "Maximum Settlement Amount" to be paid by Defendant is the total sum of One Hundred Eighty Eight Thousand Dollars (\$188,000). The payment by Defendant shall be "all inclusive," including: any relief associated with or related to the claims asserted in the Lawsuit, including, but not limited to, any and all claims under 15 U.S.C. §§ 1681b(b)(2)(A), 1681d(a)(1), and 1681g(c) of the Fair Credit Reporting Act, any analogous state law claims, including but not limited to any and all claims under Cal. Civ. Code §§ 1785 *et seq.* and 1786 *et seq.*, and any and all claims under Cal. Bus. & Prof. Code §§ 17200, *et seq.*, or that relate to or arise out of the procurement by Defendant or its agents of any credit, consumer, investigatory, or background report; interest, attorneys' fees, costs, and expenses, as approved by the Court; all of the fees, costs and expenses of the Administrator in connection with the settlement and administration thereof including any fees, costs, and expenses in connection with the notice and exclusion process; settlement payments; enhancement award to Plaintiff, as approved by the Court; and all other settlement related payments and costs.

- (1) Under no condition will Defendant's liability for payments exceed the Maximum Settlement Amount, and Defendant's sole monetary obligations under this Agreement shall be the Maximum Settlement Amount.
- (2) At no time shall Defendant have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds.

(b) Attorneys' Fees and Costs

Defendant understands that Class Counsel will file an application for an award of attorneys' fees in an amount not to exceed 33.33% of the Maximum Settlement Amount, and shall also seek reimbursement of costs and expenses in an amount not to exceed \$10,000. Defendant agrees not to object to such application. Any such attorneys' fees and costs approved by the Court shall be paid from the Maximum Settlement Amount. In the event that this settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no party shall use the foregoing provision or the award of attorneys' fees and costs for any purpose whatsoever in the Lawsuit or in any other action or proceeding.

(c) Enhancement Award

Class Counsel will file an application for approval of an enhancement award to Plaintiff in an amount not to exceed \$5,000. Defendant agrees not to object to such application. Any such enhancement award approved by the Court shall be paid from the Maximum Settlement Amount.

(d) Settlement Administration Fees and Costs

The fees and costs of the Administrator are part of, and will be deducted from, the Maximum Settlement Amount. Payment of the Court-approved settlement administration fees and costs will be made 14 days after the Effective Date (as defined below in paragraph 16(a)).

7. FILING OF MOTION TO CERTIFY PLAINTIFF CLASS

Plaintiff shall request the Court to certify the Plaintiff Class, as defined herein, for purposes of settling the Lawsuit. Defendant does not consent to, and does not advocate for, but shall not oppose, the certification of the Plaintiff Class for settlement purposes only. In the event that this settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no party shall use the foregoing provision or the certification of the Plaintiff Class for any purpose whatsoever in the Lawsuit or any other action or proceeding.

8. NOTICE OF SETTLEMENT

(a) Notice of Settlement

The parties agree that within thirty (30) calendar days of execution of the Court's order granting preliminary approval, Defendant will provide the members of the Plaintiff Class' information to the Administrator. Within thirty (30) calendar days thereafter, the Administrator will provide members of the Plaintiff Class, via first class United States Mail, at their last known address, the Court-approved notice of the terms and conditions of this settlement in a form of a "Notice" agreed upon by the parties, approved by the Court, and in substantially the same form as Exhibit "A" attached hereto. The Notice shall be accompanied by a "Request for Exclusion Form" approved by the Court, in substantially the same form as Exhibit "B" attached hereto. Exhibits "A" and "B" shall hereinafter be collectively referred to as the "Notice Package."

Members of the Plaintiff Class will have sixty (60) calendar days from mailing of the notice in which to postmark the Exclusion Forms.

The Notice shall provide members of the Plaintiff Class with the following information:

- (1) the terms of settlement;
- (2) that members of the Plaintiff Class shall have until the sixtieth (60th) day after mailing of the Notice (the "Submission Date") to mail a Request for Exclusion and/or an Objection, or a copy thereof, via first class United States Mail to the Administrator; and
- (3) the name and address of the Administrator to which the Request for Exclusion must be returned.

(b) Mailing of Notice

The Administrator shall send the Notice and Request for Exclusion Form to all members of the Plaintiff Class via first class U.S. Mail and e-mail. Before the first mailing, the Administrator will perform a National Change of Address ("NCOA") search. The Administrator shall perform one skip trace and re-mailing as to any Notices (and accompanying documents) that are returned by the post office for invalid addresses within five (5) days of its receipt of such returned Notice. Those members of the Plaintiff Class who receive Notice pursuant to the one skip trace shall be informed (via an insert in the Notice) that his or her time to submit a Request for Exclusion Form to the Administrator shall be the later of (i) thirty (30) days from the date Notice is mailed to the updated address, or (ii) the Submission Date. The Administrator shall notify Class Counsel and Defendant's counsel of the identity of all members of the Plaintiff Class who were sent the Notice as a result of a skip trace and whose Notice was again returned. The Administrator shall provide such notification within seven (7) days of its receipt of such returned Notice.

(c) Report by Administrator

No later than forty (40) calendar days after the Administrator first mails the Notice Package, the Administrator shall provide the parties with a declaration to be filed with the Court (the "Notice Declaration") setting forth the steps taken by the Administrator to provide notice to members of the Plaintiff Class.

9. PAYMENT TO MEMBERS OF THE PLAINTIFF CLASS

(a) Administrator's Role

The Administrator will calculate the amounts to be paid to the Plaintiff Class as provided below.

(b) Potential Gross Individual Settlement Proceeds

The “Potential Gross Individual Settlement Proceeds” shall equal the Maximum Settlement Amount minus the total of (i) Court-approved attorneys’ fees; (ii) Court-approved reimbursement of costs and expenses; (iii) Court-approved enhancement award to Plaintiff; and (iv) all fees, costs, and expenses of the Administrator in connection with the settlement and its administration including, without limitation, those connected with providing notice to the members of the Plaintiff Class and making settlement distributions to members of the Plaintiff Class.

(c) Individual Settlement Award

Each member of the Plaintiff Class shall receive a pro-rata payment (the “Individual Settlement Award”) of the Potential Gross Individual Settlement Proceeds.

(d) Tax Liability and Net Payments

Except as otherwise set forth above, each party and the members of the Plaintiff Class will be responsible for its own tax obligations. The Plaintiff Class shall be responsible for remitting to State and/or Federal taxing authorities any applicable taxes due and shall hold Defendant harmless and indemnify it for any liabilities, costs and expenses, including attorneys’ fees, assessed or caused by any such taxing authority relating in any way to the tax treatment of the payments made pursuant to this Agreement.

(e) Payment of Settlement Funds Will Not Be Considered by Defendant as Having Any Effect on Any Employee Benefit Plan and Similar Plans

The payment to any member of the Plaintiff Class as provided for in this Agreement is not and shall not be deemed by Defendant to constitute an addition to, a modification of, or a change in any previously credited hours of service, compensation and/or wages under any employee benefit plan, employment policy, or stock option plan of or sponsored by Defendant or any of its present or former parent corporations or affiliates or any jointly trustee benefit plans. Any such payment to any member of the Plaintiff Class shall not be considered by Defendant to form the basis for additional contributions to, additional benefits under, or any other additional entitlements under any employee benefit plan, employment policy, or stock option plan of or sponsored by Defendant or any of its present or former parent corporations or affiliates or any jointly trustee benefit plans. Defendant and each of its present or former parent corporations or affiliates retain the right to modify and/or amend the language of their employee benefit plans, employment policies, and stock option plans, and to seek to have modified and/or amended the language of any jointly trustee benefit plans, to make clear that any amounts paid as a result of this Agreement are not considered by Defendant as compensation or wages, or payments for “hours worked,” as defined by the applicable plans and policies, and that no additional contributions or benefits will be provided by Defendant by reason of the settlement. Plaintiff takes no position on the issues in this section.

(f) Applicability of Section 384 of the California Code of Civil Procedure

The parties agree that this settlement is not subject to Section 384 of the California Code of Civil Procedure, nor any state or federal law mandating the distribution of unpaid residuals.

10. ADMINISTRATION OF MAXIMUM SETTLEMENT AMOUNT

(a) The Administrator will calculate the payments to be made to the Plaintiff Class from the Potential Gross Individual Settlement Proceeds in accordance with the terms and provisions of this Agreement. Defendant's data will be presumed to be correct and any class member who disputes such data will be required to produce objective evidence to rebut such presumption. Class Counsel will be provided access to all calculations and all data forming the basis for such determinations. The fees, costs, and expenses of the Administrator in connection with said verification and/or performance shall be considered settlement administration expenses and shall be paid from the Maximum Settlement Amount. In the event that the Administrator actually prints, issues and/or mails settlement payments, all of the fees, costs and expenses of the Administrator in connection therewith shall be considered settlement administration expenses and shall be paid from the Maximum Settlement Amount. The Court shall retain jurisdiction over the correctness of such calculations and the amount of payments due, and the parties shall submit any disagreements regarding these issues to the Court for determination.

(b) No person shall have any claim against Defendant, Defendant's counsel, Plaintiff, the Plaintiff Class, Class Counsel or the Administrator based on distributions and payments made in accordance with this Agreement.

11. COURT PRELIMINARY APPROVAL

The parties shall jointly seek preliminary approval of this settlement by the Court for entry of a Preliminary Approval Order in substantially the same form as Exhibit "C" attached hereto. In lieu of filing a Joint Motion, the parties may agree that Plaintiff shall move for Preliminary Approval and Defendant shall state its non-opposition thereto. As part of the preliminary approval process, the Court shall be asked to approve, among other matters, the terms of the settlement, the Notice, the method of providing notice, the Request for Exclusion Form, and the procedure for the calculation of settlement distributions.

12. FINAL APPROVAL HEARING

The Notice shall contain a date, time and location for a "Final Approval Hearing." The Final Approval Hearing shall be held on a date approved by the Court no earlier than ten (10) calendar days after the last day for Defendant to exercise its right to void this Agreement, as provided for in paragraph 22 hereof. The exact date, time and location of the Final Approval Hearing shall be set forth in the Notice. At the Final Approval Hearing, Class Counsel shall request the Court to grant final approval of the applications for attorneys' fees, costs, and enhancement award payment referred to in paragraphs 6(b) and 6(c) of this Agreement.

13. PROCEDURE FOR OBJECTIONS TO SETTLEMENT

The Notice shall provide that members of the Plaintiff Class who wish to object to the settlement must file with the Court and serve on Class Counsel and Defendant's counsel a written statement objecting to the settlement. Such written statement must be filed with the Court and served on Class Counsel and Defendant's counsel no later than sixty (60) days after the Notice is first mailed (the "Objection Deadline Date"), even as to those members of the Plaintiff Class who receive Notice pursuant to a subsequent skip trace. No member of the Plaintiff Class shall be entitled to object to the settlement, and no written objections or briefs submitted by any member of the Plaintiff Class shall be received or considered by the Court at the Final Approval Hearing, unless copies of any written objections or briefs shall have been filed with the Court and served on Class counsel and Defendant's counsel on or before the Objection Deadline Date. Members of the Plaintiff Class who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement, or any aspect of the settlement.

14. [PROPOSED] FINAL APPROVAL ORDER, FINAL JUDGMENT AND ORDER OF DISMISSAL

Upon final approval of the settlement, the Court shall be requested to issue a [Proposed] Final Approval Order and Final Judgment ("Proposed Final Judgment") containing substantially the same substance as Exhibits "D" and "E" attached hereto, respectively, which shall, *inter alia*:

- (a) Grant final approval to the settlement as fair, reasonable, adequate, in good faith and in the best interests of the Plaintiff Class, as a whole, and order the parties to carry out the provisions of this Agreement;
- (b) Dismiss with prejudice all actions, complaints and claims and any lawsuit as against Defendant and/or the Released Parties (as that term is defined below), including the Lawsuit, arising out of or related to any of the actions or events complained of in the Complaint;
- (c) Adjudge that members of the Plaintiff Class are conclusively deemed to have released Defendant and the Released Parties of and from any and all rights, claims, demands, liabilities, causes of action, liens and judgments arising out of or in any way related to the matters set forth, or that could have been set forth, in the Complaint in relation to the alleged claims relating to the release of the Plaintiff Class.
- (d) Bar and permanently enjoin each member of the Plaintiff Class from prosecuting against Defendant and the Released Parties any and all of the settled and released claims which the members of the Plaintiff Class or any of them had, have or may have in the future, arising out of, based upon, or otherwise related to any of the settled and released claims, or any of the allegations contained in the Complaint, and

- (e) Reserve continuing jurisdiction as provided herein above.

15. APPROVAL AND ADOPTION OF [PROPOSED] FINAL JUDGMENT BY COURT AND FINAL JUDGMENT

The parties shall jointly seek final approval and adoption of this settlement from the Court for entry of the [Proposed] Final Judgment and Final Approval Order. As set forth in paragraphs 6(b) and 6(c), Defendant agrees not to object to Class Counsel's application for an Attorneys' fee Order and for an Enhancement Award Order.

16. PAYMENT OF SETTLEMENT PROCEEDS

(a) Timing of Payments to the Plaintiff Class

If no appeal is filed, the "Effective Date" for payment by Defendant will be ten (10) business days after expiration of the appeals period whether or not any objections to the settlement have been filed. If any appeal is filed, then the "Effective Date" shall be ten (10) business days after the final resolution of all such appeals (affirming the settlement).

(b) Timing of Payments to Class Counsel

Payments shall be made to Class Counsel for Court-approved attorneys' fees, costs and expenses no later than ten (10) business days after the Effective Date.

(c) Method of Payment

Defendant will pay the aggregate amount of the individual settlement payments assessed by the Administrator to the Administrator who will then issue checks to each member of the Plaintiff Class, with the exception of any Plaintiff Class member whose notices were returned undeliverable. The expiration date on the settlement checks will be ninety (90) calendar days from the date the settlement checks are issued. The Administrator will issue the settlement checks via any method that provides delivery confirmation due to the average size of the checks to this Class. The proceeds from any uncashed settlement checks, and any Individual Settlement Award for any Class Member who cannot be located, will be paid as *cy pres* to Legal Aid at Work, a California employment law public interest firm, or to another organization later selected by the parties if the Court declines to approve the *cy pres* organization selected by the parties.

17. COSTS

Defendant shall bear its own costs, expenses, and attorneys' fees incurred in connection with or arising out of the Lawsuit. Class Counsel's attorneys' fees and costs, as approved by the Court, shall be paid from the Maximum Settlement Amount up to the total of \$10,000. Class Counsel shall otherwise bear its own costs and expenses.

18. RELEASE BY ALL MEMBERS OF PLAINTIFF CLASS

As of the Effective Date, the members of the Plaintiff Class, including Plaintiff, release Defendant and each of its respective past, present and future owners, parent corporations, related or affiliate companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and their respective successors and predecessors in interest, each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans) and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity which could be jointly liable with Defendant (the “Released Parties”) from the “Released Claims,” as defined below.

(a) Released Claims

For purposes of this Agreement, the “Released Claims” in the Lawsuit are defined as: All claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether known or unknown, that were or could have been asserted in the Lawsuit, including but not limited to any and all claims under 15 U.S.C. §§ 1681b(b)(2)(A), 1681d(a)(1), and 1681g(c) of the Fair Credit Reporting Act, any analogous state law claims, including but not limited to any and all claims under Cal. Civ. Code §§ 1785 *et seq.* and 1786 *et seq.*, and any and all claims under Cal. Bus. & Prof. Code §§ 17200, *et seq.*, or that relate to or arise out of the procurement by Defendant Imperva, Inc. or its agents of any credit, consumer, investigatory, or background report. This release explicitly includes claims for actual damages, statutory damages, and punitive damages, as well as for attorneys’ fees and costs. The parties agree that the payments made hereunder are meant to compensate the Plaintiff Class for all harms incurred as a result of these released claims and the allegations set forth in the Complaint and the First Amended Complaint in the Lawsuit. For the sake of clarity, this Release does not extend to the claims asserted in *Julien Poinignon v. Imperva, Inc.*, Santa Clara Superior Court Case No. 17CIV03881, which will be subject to a separate settlement agreement.

(b) California Civil Code Section 1542 Waiver

With respect to the Released Claims only, the members of the Plaintiff Class stipulate and agree that, upon the Effective Date, the members of the Plaintiff Class shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

19. WAIVER OF RIGHTS

(a) The Parties hereto, including the Plaintiff Class, stipulate and agree that the consideration paid to the members of the Plaintiff Class pursuant to this Agreement compensates the Plaintiff Class for all liability for any alleged compensation or reimbursement they may be entitled to as a result of the claims asserted in the Lawsuit, and, therefore, Defendant is not liable for any further penalties pursuant to PAGA.

(b) By granting preliminary and final approval of the settlement, the Court will have reviewed this Agreement and concluded that the members of the Plaintiff Class have been adequately compensated for the violations alleged in the Complaint and remedies to which they otherwise may be entitled.

20. NO ADMISSION BY THE PARTIES

Defendant and the Released Parties deny any and all claims alleged in the Lawsuit and in the Complaint and deny all wrongdoing whatsoever. Defendant continues to assert that the members of the Plaintiff Class have been afforded all rights in accordance with the law. This Agreement is neither a concession nor an admission, and shall not be used against Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault, concession or omission by Defendant or any of the Released Parties. Whether or not the settlement is finally approved, neither the settlement, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be:

(a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

(b) disclosed, referred to or offered or received in evidence against any of the Released Parties in any further proceeding in the Lawsuit, or any other civil, criminal or administrative action or proceeding, except for purposes of settling the Lawsuit pursuant to this Agreement.

21. NO PUBLICITY; CONFIDENTIALITY

(a) Plaintiff, Defendant, Class Counsel, and Defendant's counsel shall not (i) initiate or cause the initiation of any communications concerning the settlement with any media organization and/or (ii) respond to or cause a response to be made to any communications concerning the settlement with any media organization. As used in this paragraph, "media organization" shall include, without limitation, print, broadcast, television, satellite, and internet media.

(b) The parties agree that if they are contacted by a media organization then they will only state that this matter has settled.

(c) Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will adhere to, the restriction against any media comment on the settlement and its terms.

(d) Plaintiff agrees to execute a separate confidentiality agreement and general release of all claims.

22. NULLIFICATION OF AGREEMENT

In the event: (i) the Court does not enter the Preliminary Approval Order specified herein in substantially the same form as Exhibit “C” attached hereto; (ii) the Court does not finally approve the settlement as provided herein; (iii) the Court does not issue a [Proposed] Final Judgment (consistent with the terms of this Agreement or as the Parties jointly approve by subsequent agreement) which becomes final and not subject to any appeals; or (iv) the settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this settlement shall be treated as void *ab initio*. In such event, the Parties hereto and any funds to be awarded under this settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the parties shall proceed in all respects as if this Agreement had not been executed.

23. REPRESENTATIONS AND WARRANTIES

Each Party to this Agreement represents and warrants that he, she or it has not heretofore assigned or transferred, or purported to assign or transfer, any of the claims released pursuant to this Agreement to any other person and that he, she or it is fully entitled to compromise and settle same.

24. CALIFORNIA LAW

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California applicable to agreements to be wholly performed within the State of California.

25. OWN COUNSEL

Each Party hereto acknowledges that he, she or it has been represented by counsel of his, her or its own choice throughout all of the negotiations which preceded the execution of this Agreement and in connection with the preparation and execution of this Agreement.

26. FURTHER ACTS AND DOCUMENTS

The Parties hereto agree to do such acts and execute all such documents necessary to effectuate the intent of this Agreement.

27. COUNTERPARTS

The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

28. HEADINGS

The headings contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement.

29. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written agreements and discussions. Each of the Parties covenants that he, she or it has not entered into this Agreement a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. Each Party further covenants that the consideration recited herein is the only consideration for entering into this Agreement and that no promises or representations of another or further consideration have been made by any person. This Agreement may be amended only by an agreement in writing duly executed by all parties hereto.

30. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, assigns and successors-in-interest.

31. DRAFTING

Each Party hereto has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party as drafter of this Agreement.

32. SEVERABILITY

In the event any covenant or other provision herein is held to be invalid, void or illegal, the same shall be deemed severed from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein. If any or such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

33. INCORPORATION OF EXHIBITS

All exhibits attached to this Agreement are hereby incorporated by reference as though set forth fully herein and are a material part of this Agreement. Any notice, order, judgment or other exhibit that requires approval of the Court must be approved without material alteration from its current form in order for this Agreement to become effective. Notwithstanding this paragraph, insubstantial changes to the attached exhibits shall not invalidate the Agreement.

34. AUTHORITY

Each Party hereto warrants and represents that each of the persons or entities executing this Agreement is duly empowered and authorized to do so.

35. WAIVER OF RIGHT TO OBJECT

Plaintiff agrees to sign this Agreement and by signing this Agreement is bound by the terms herein stated and further agrees not to request to be excluded from the Plaintiff Class and agrees not to object to any of the terms of this Agreement. Non-compliance with this paragraph shall be void and of no force or effect. Any such request for exclusion or objection shall therefore be void and of no force or effect.

36. ADMINISTRATION OF SETTLEMENT AND COMPLIANCE

The Court shall have continuing jurisdiction to resolve any dispute which may arise with regard to the terms and conditions of this Agreement as set forth herein.

37. NOTICE

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement (other than the Notice of Settlement to members of the Plaintiff Class) shall be in writing and shall be delivered personally, telecopied or mailed postage pre-paid by first class mail to the following persons at their addresses set forth as follows:

Plaintiff's Counsel/Class Counsel:

Shaun Setareh, Esq.
H. Scott Leviant, Esq.
SETAREH LAW GROUP
9454 Wilshire Boulevard, Suite 907
Beverly Hills, California 90212
Tel. 310.888.7771
Fax 310.888.0109

Defendant's Counsel:

Laurence F. Pulgram, Esq.
FENWICK & WEST LLP
555 California Street
San Francisco, California 94104
Tel. 415.875.2300
Fax 415.281.1350

WHEREFORE, Plaintiff, on his own behalf and on behalf of the Plaintiff class, and Defendant, by their duly authorized agents or counsel, have executed this Agreement as of the dates set forth below.

Plaintiff Julien Poinsignon

Dated: July 12, 2018

DocuSigned by:
Julien Poinsignon
D6351072DE00433...

Julien Poinsignon, as an individual
and as a representative of the
Plaintiff Class

Defendant Imperva, Inc.

Dated: July __, 2018

Imperva, Inc.

By _____
Nilesh Patel
VP, Corporate Controller
For Defendant Imperva, Inc.

Approved As to Form and Content by Counsel

Dated: July __, 2018

SETAREH LAW GROUP

Shaun Setareh, on behalf of Plaintiff
Settlement Class

Dated: July __, 2018

FENWICK & WEST LLP

Laurence F. Pulgram
FENWICK & WEST LLP
Attorneys for Defendant
Imperva, Inc.

WHEREFORE, Plaintiff, on his own behalf and on behalf of the Plaintiff class, and Defendant, by their duly authorized agents or counsel, have executed this Agreement as of the dates set forth below.

Plaintiff Julien Poinsignon

Dated: July __, 2018

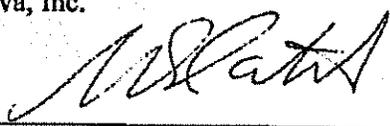
Julien Poinsignon, as an individual
and as a representative of the
Plaintiff Class

Defendant Imperva, Inc.

Dated: July 9, 2018

Imperva, Inc.

By _____


Nilesh Patel
VP, Corporate Controller
For Defendant Imperva, Inc.

Approved As to Form and Content by Counsel

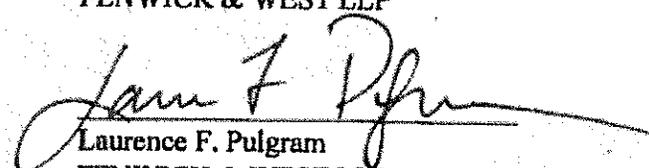
Dated: July 31st, 2018

SETAREH LAW GROUP


Shaun Setareh, on behalf of Plaintiff
Settlement Class

Dated: July 9, 2018

FENWICK & WEST LLP


Laurence F. Pulgram
FENWICK & WEST LLP
Attorneys for Defendant
Imperva, Inc.