

**INDIVIDUAL RELEASE OF CLAIMS IN
GOVERNMENT ENFORCEMENT ACTION**
California Civil Rights Department v. Microsoft Corporation
Case No. 24CV442210

This Release of Claims (“Individual Release”) is a binding legal document.

Pursuant to this Individual Release, you agree to release certain claims you may have against Microsoft Corporation (“Microsoft”) in return for accepting money from Microsoft (“Monetary Relief”), if you choose to participate in a settlement between the California Civil Rights Department (“CRD”) and Microsoft.

Through a Consent Decree, the California Civil Rights Department (“CRD”) will resolve legal claims stemming from an investigation it pursued against Microsoft, on your behalf and on behalf of other workers who took a Protected Leave (as defined in the Consent Decree), in exchange for Microsoft’s agreeing to monetary and injunctive relief. CRD’s legal claims are included in a lawsuit it filed as part of the Consent Decree entitled *California Civil Rights Department v. Microsoft Corporation*, Case No. 24CV442210 (the “Action”). The Consent Decree (enclosed with this notice packet and available at www.ProtectedLeaveSettlement.com) is the settlement agreement between CRD and Microsoft (“Settlement”). You should take sufficient time to carefully review these documents, including this Individual Release, and to discuss them with others, including a personal attorney if you choose. No one can pressure you into agreeing to the terms in this Individual Release.

To fully participate in this Settlement, you must cash or deposit the enclosed settlement check within 180 days of the date of mailing, and thereby release certain claims you may have against Microsoft. Releasing a claim means that you choose to forgo the possibility of bringing your own lawsuit against Microsoft, and also forgo the possibility of participating in another group action against Microsoft, for the claims you will release if you choose to participate in this Settlement. Those claims are listed below.

If you choose to fully participate in the Settlement by cashing or depositing the enclosed settlement check, you will fully and finally release Microsoft, including each of its past, present, and future successors, subsidiaries, parents, holding companies, related or affiliated companies and divisions, assigns, joint ventures, both individually and in their official capacities, and with respect to each such entity, all of its past, present, or future shareholders, owners, officers, directors, employees, agents, administrators, servants, representatives, attorneys, insurers, re-insurers, fiduciaries, successors and assigns, and any individual or entity who could be jointly liable, and persons acting by, through, under, or in concert with any of these persons or entities (“Released Parties”), from the state and federal claims asserted in *California Civil Rights Department v. Microsoft Corporation*, Case No. 24CV442210, that arose from **May 13, 2017, through August 9, 2024**.

The claims you will release if you cash or deposit the enclosed settlement check include (collectively, “Released Claims”):

- i. Claims for sex-based discrimination relating to the use, requested use, or taking of protected leave arising under the California Fair Employment and Housing Act (Gov. Code, § 12940, subd. (a)) and Title VII (42 U.S.C. § 2000e-2).
- ii. Claims for disability-based discrimination relating to the use, requested use, or taking of protected leave arising under the California Fair Employment and Housing Act (Gov. Code, § 12940, subd. (a)) and the Americans with Disabilities Act (42 U.S.C. § 12112(a), (b)).
- iii. Claims for interference with or retaliation as a result of the exercise of rights to use, request to use, or take protected leave arising under the California Family Rights Act (Gov. Code, § 12945.2, subd. (k), (q)); the Pregnancy Disability Leave Law (Gov. Code, § 12945, subd. (a)(4)); the California Fair Employment and Housing Act (Gov. Code, § 12940, subd. (h)); Title VII (42 U.S.C. § 2000e-3); and the Americans with Disabilities Act (42 U.S.C. § 12203).
- iv. Claims based on the denial of reasonable accommodations relating to the use, requested use, or taking of protected leave arising under the California Fair Employment and Housing Act (Gov. Code, § 12940, subd. (m)); the Pregnancy Disability Leave Law (Gov. Code, § 12945, subd. (a)(3)); and the Americans with Disabilities Act (42 U.S.C. § 12112(b)).
- v. Claims based on Microsoft’s failure to prevent unlawful employment practices relating to the use, requested use, and taking of protected leave arising under the California Fair Employment and Housing Act (Gov. Code, § 12940, subd. (k)).

You understand that in exchange for Monetary and Injunctive Relief as set forth in the Consent Decree (available at www.ProtectedLeaveSettlement.com), CRD will release its own claims against Microsoft, that arose from May 13, 2017, through August 9, 2024, as set forth in the Consent Decree. You understand that in addition to the enclosed payment, should you choose to accept it, you also may benefit from the Injunctive Relief as specified in the Consent Decree, regardless of whether you choose to participate in the Monetary Relief.

By cashing or depositing the enclosed settlement check, you are fully participating in the Settlement as described in the Consent Decree and agreeing to this Individual Release. You understand that you have had full opportunity to consider and understand the terms and to consult with your advisors and seek legal advice, should you choose to do so. You understand that you are making the choice to freely agree to participate in this Settlement and Individual Release.

If you cash or deposit the enclosed settlement check and there is additional money in the settlement fund after the first distribution, then there is a possibility that you will receive a second payment as further consideration for your agreement to release the Released Claims, proportionately to all Covered Workers who participated in the Settlement by cashing or depositing the first payment, consistent with the terms of the Consent Decree.

You understand that if you cash or deposit the enclosed settlement check and/or any second payment, you are solely responsible for correctly characterizing these payments on your personal income tax returns for tax purposes, and for paying all appropriate taxes due and penalties assessed on any and all amounts paid to you under the Consent Decree. You will also hold Microsoft and CRD free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes.

If you cash or deposit the enclosed settlement check, then you are fully participating in the Settlement and agreeing to this Individual Release.

You are not required to return this form or to sign any other document for your Individual Release or CRD's release to be valid.

As explained in the accompanying Notice, to participate in the Settlement, you must cash or deposit the enclosed settlement check within 180 days of the date of issue. If you do not cash or deposit the enclosed settlement check within 180 days, then the payment will be stopped, you will receive no money from this Settlement, and you will be deemed to have chosen not to participate in the Settlement as described in the Consent Decree.