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14 Attorneys for Defendant  
15 Twitter, Inc.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
17 CITY AND COUNTY OF SAN FRANCISCO

18 TINA HUANG, for herself and on behalf of all  
19 others similarly situated,  
20  
21 Plaintiff,  
22  
23 v.  
24 TWITTER, INC., and DOES 1 through 10,  
25  
26 Defendants.

Case No. CGC 15-544813  
[REDACTED]  
**DECLARATION OF JULIE DRAKE IN  
SUPPORT OF DEFENDANT  
TWITTER, INC.'S MOTION TO  
EXCLUDE PURPORTED CLASS  
MEMBERS WITH SEPARATION  
AND/OR ARBITRATION  
AGREEMENTS**

Date: April 19, 2018  
Time: 9:30 a.m.  
Dept: 305  
Judge: Hon. Mary Wiss

Filed By Fax

ELECTRONICALLY  
**FILED**  
*Superior Court of California,  
County of San Francisco*  
**03/22/2018**  
Clerk of the Court  
BY: VANESSA WU  
Deputy Clerk

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I, Julie Drake, declare:

1. I make this declaration in support of Twitter’s Motion to Exclude Purported Class Members with Separation and/or Arbitration Agreements. I have personal knowledge of the matters contained in this declaration and, if called to testify as a witness as to those matters, could do so competently.

2. I have worked in Twitter’s Human Resources group in various roles since approximately August 2010. Currently, I hold the title of Director, Compensation. I have held my current role since approximately October 2017. Prior to that, I held the title of Senior Manager of Compensation from approximately August 2016 to October 2017. Prior to working on the Compensation team, I was a Manager in Human Resources (and later Senior Manager) and Human Resources Business Partner for Twitter’s Engineering and Product teams from approximately August 2010 to August 2016. Based on my various roles in Human Resources, I am familiar with Twitter’s personnel policies, practices and employment records, which Twitter keeps in the ordinary course of its regularly conducted business activities, and to which I have access in the course and scope of my duties as a Human Resources Director.

3. Around the time of an employee’s separation from the company, Twitter sometimes negotiates separation agreements to resolve any and all disputes at the time of the employee’s separation. Attached as Exhibit A is a true and correct copy of Twitter’s Separation Agreement in use during the class period.

4. Based on my review of employee records, of which I have access to during the course and scope of my role as HRBP and Director, I understand that three individuals in the proposed class have signed Twitter’s Separation Agreement. I have reviewed their agreements and each were identical in substance to Exhibit A.

5. In my various roles in Human Resources, I believe I would have been notified if an employee attempted to revoke the release and/or if an employee returned the payment received for signing the Separation Agreement. As of this date of this declaration, I am not aware of any of the three individuals attempting to revoke her release. I am also not aware of any of the three

1 individuals returning the payment she received for signing Twitter's Separation Agreement.

2 6. Based on my review of Plaintiff's personnel file, which I have access to in the  
3 course and scope of my role as HRBP and Director, Plaintiff Tina Huang was offered a  
4 Separation Agreement when she resigned from Twitter in June 2014, but she did not sign the  
5 agreement.

6 7. I am also familiar with Twitter's processes and practices for onboarding  
7 employees due to my various roles in Twitter's Human Resources department. Twitter provides  
8 an Arbitration Agreement to each new hire as an attachment to his/her offer letter. Attached as  
9 **Exhibit B** is a true and correct copy of Twitter's Arbitration Agreement which was in place in  
10 place during January 27, 2014 to present.

11 8. In my role as Human Resources Business Partner and now Director, I have access  
12 to personnel files for Twitter's employees. I understand that approximately 72 individuals in the  
13 proposed class signed Twitter's Arbitration Agreement, without any alteration. Based on my  
14 review of the personnel records for these 72 individuals, none submitted an opt-out form to  
15 Twitter's Human Resources department within 30 days of receiving Twitter's Arbitration  
16 Agreement. As of the date of this declaration, I am not aware of any of the 72 individuals that  
17 signed Twitter's Arbitration attempting to challenge the validity of her agreement or rescind it. I  
18 know this because in the course and scope of my roles in Human Resources, I believe that Human  
19 Resources would have been notified if an employee attempted to rescind her agreement.

20 9. Plaintiff Tina Huang began her employment with Twitter before Twitter  
21 implemented its Arbitration Agreement. Therefore, Ms. Huang was not offered an Arbitration  
22 Agreement as part of her offer letter and never received an Arbitration Agreement.

23 I declare under penalty of perjury under the laws of the State of California that the  
24 foregoing is true and correct. Executed in San Francisco, California on March 22, 2018.

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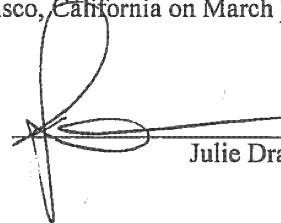
  
Julie Drake

EXHIBIT A  
(Filed Under Seal)

**EXHIBIT B**  
**(Filed Under Seal)**