

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Jeff Geraci (SBN 151519)

jgeraci@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001

Facsimile: (619) 595-3000

LEBE LAW, APLC

Jonathan M. Lebe (SBN 284605)

jon@lebelaw.com

Zachary Gershman (SBN 328004)

zachary@lebelaw.com

777 S. Alameda Street, Second Floor

Los Angeles, CA 90021

Telephone: (213) 358-7046

Attorneys for Plaintiffs BENIYAM KEBEDE, ALAIN TSAI,
and MONICA I. PAZMINO, individually and on behalf of
all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

BENIYAM KEBEDE, ALAIN TSAI, and
MONICA I. PAZMINO, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

WRIKE, INC.; and DOES 1 through 25,
inclusive

Defendants.

Case No. 20CV366599

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Patricia M. Lucas
Department 3

CLASS ACTION

**DECLARATION OF JEFF GERACI IN
SUPPORT OF MOTION FOR AN ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: December 1, 2021

Time: 1:30 p.m.

Dept: 3

Judge: Hon. Patricia M. Lucas

Complaint filed: May 13, 2020

Trial date: Not set

1 I, Jeff Geraci, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, co-counsel of record
3 for Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino. I make this Declaration in
4 support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This
5 Declaration is based on my personal knowledge and if called to testify I could and would
6 competently testify to the matters contained in this Declaration.

7 2. I am a 1990 University of San Diego School of Law graduate, admitted to the
8 California State Bar in 1990. I am admitted to all California state and federal courts. I have
9 provided counseling and representation in all areas of employment law, including wrongful
10 termination, discrimination, harassment, and wage and hour law since 1992. I founded Law Office
11 of Jeff Geraci in 1999 and managed that firm through 2009, when I joined Cohelan Khoury &
12 Singer. I have conducted six jury trials of employment law cases to verdict as sole trial counsel,
13 prevailing in four. My practice has focused solely on litigation of class and representative actions,
14 particularly wage and hour class actions, for the past 12 years. I have drafted amicus letters on a
15 range of issues, primarily for the California Employment Lawyers Association (CELA), supporting
16 publication or depublication of Court of Appeal decisions. I have been primarily responsible for
17 dozens of wage and hour class actions, from drafting the complaint, through discovery, dispositive
18 motions, settlement, and settlement approval.

19 3. I have acted as lead appellate counsel in a dozen matters, including the published
20 employment cases, *McAlindin v. County of San Diego* (1999) 192 F.3d 1226 (9th Cir. 1999)
21 [reversing summary judgment in a disability discrimination case]; *Vaquero v. Ashley Furniture*
22 *Indus.*, 824 F.3d 1150 (9th Cir. 2016) [affirming class certification for sales associates].

23 4. In 1981, Timothy D. Cohelan and Isam C. Khoury formed Cohelan & Khoury, a
24 Partnership of Professional Law Corporations, and within a few years began to focus on class
25 actions. In 2009, Cohelan & Khoury became Cohelan Khoury & Singer. Our firm represents
26 plaintiffs in complex, class and representative action litigation, including wage and hour, labor and
27 employment, antitrust, consumer protection, construction defect and other public interest type class
28 and representative actions.

1 5. Managing Partner Michael D. Singer was admitted as a fellow to the College of
2 Labor and Employment Attorneys in 2020, and named to the Daily Journal 2012, 2013, and
3 2018 list of Top California Labor and Employment Attorneys. He, along with Isam Khoury, a
4 founding Partner of the firm, and Partner Diana M. Khoury, have also been selected by their peers
5 based on ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern
6 California Super Lawyers Magazine for the years 2012 through the present.

7 6. Cohelan Khoury & Singer has been certified by the State Bar of California to
8 provide the Mandatory Continuing Legal Education activity entitled “Litigating California Class
9 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
10 Cohelan, is the author of Cohelan on California Class Actions (1997-2021, updated annually), part
11 of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing author on
12 the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2021
13 updated annually), in which he wrote the opening chapter overview on California Wage and Hour
14 laws, including the public policy underpinnings for those laws, and the Private Attorneys General
15 Act (PAGA) Claim chapter. He is also a contributing author to the CEB Practitioner (2020),
16 including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a
17 columnist for the California State Bar, Litigation Section on wage and hour litigation and has
18 contributed articles on wage and hour and class action issues through the years to numerous
19 California publications. Prior to COVID, he typically lectured several times per year for continuing
20 education courses on wage and hour and class action issues at events in San Diego, Orange County,
21 Los Angeles, and San Francisco. For over twelve years, Mr. Singer has served as wage and hour
22 amicus co-chair and liaison for the California Employment Lawyers Association, drafting,
23 reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme
24 Court and Courts of Appeal. He has been engaged in the practice of labor and employment law
25 since 2000, handling well over 300 wage and hour class and PAGA actions and several individual
26 labor cases. He has litigated several types of employment actions, including complex ERISA
27 employee welfare benefit plan cases, as well as wage and hour class actions before Federal and
28 State Courts in California. In 2014, Mr. Singer, along with Partner J. Jason Hill, tried a wage and

1 hour class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v*
2 *Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts* finding
3 state laws preempted by the FAAAA for truck drivers.

4 7. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals
5 before several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker*
6 *International Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal
7 appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has
8 drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in employment
9 class and individual actions. As co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court*
10 [formerly reported at (2008)165 Cal.App.4th 25], Mr. Singer argued before the Fourth District
11 Court of Appeal in May 2008 on transfer from the California Supreme Court, and co-authored the
12 successful Petition for Review. My firm has successfully tried class cases, obtained appellate
13 reversals of class certification denials (*Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908),
14 and certified multiple wage and hour classes.

15 8. As a part of our overall firm philosophy lawyers perform community service and
16 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San Diego
17 Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of
18 San Diego. During law school, I interned for the ACLU and Equal Rights Assistance assisting on
19 impact litigation class action lawsuits. I am a past recipient of the Wiley W. Manuel Award for Pro
20 Bono Service. Mr. Singer has served on the Legal Aid at Work Board of Directors since 2011. Mr.
21 Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and
22 currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as a
23 Judge Pro Tem of the San Diego Superior Court. Since admission to the California Bar, Partner
24 Diana M. Khoury has been a member of the San Diego County Bar Association, Consumer
25 Attorneys of San Diego, Consumer Attorneys of California, and American Association for Justice
26 serving and chairing various committees through the years for these organizations. For six years
27 from 2010 through 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of
28 San Diego. Since 2013, Ms. Khoury actively serves on the Board of Directors for the San Diego

1 County Bar Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association
2 providing access to justice to the underserved and impoverished in the San Diego County region.
3 Our firm's recent pro bono victories include a settlement which prohibits the City of San Diego
4 from targeting homeless people for illegal lodging tickets under Penal Code Section 467(j).
5 (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement
6 had the effect of increasing the number of available shelter beds in San Diego.

7 9. Cohelan Khoury & Singer has been certified Class Counsel in the following
8 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court Case
9 No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No.
10 RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles
11 County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR*
12 *EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL
13 Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States
14 District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske*
15 *Logistics, L.L.C., et al.*, United States District Court, Southern District of California Case No.
16 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the Second
17 Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*, Orange County
18 Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States District
19 Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers of*
20 *California, Inc.*, Sacramento County Superior Court Case No. 2007-30000003; *Grana, et al. v.*
21 *PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS L.A.S.C.* Case No.
22 BC472891; *Gutierrez v. Save Mart Supermarkets* San Mateo Superior Case No. CIV530955;
23 *Wilcox v Albertsons*, San Diego County Superior Court Case No. GIC833922; *Gonzalez, et al. v.*
24 *Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior Court
25 Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.*, United States District Court,
26 Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v.*
27 *Kaufman and Broad Home Corp.*, Los Angeles County Superior Court Case No. B198414;
28 *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.*, San Diego County Superior Court Case

No. GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 10CV0634; and *Weigle v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well over 200 class action settlements.

10. Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the resolution of over 200 such cases, including the following, which have received court approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu

1 M. Berle; (c) *Czuchaj v. Conair Corporation*, United States District Court, Southern District of
2 California, Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United
3 States District Court, Central District of California, Case No. 18-cv-00415, Hon. David O. Carter;
4 (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891,
5 Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior
6 Court, Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises*
7 *WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h)
8 *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court, Case No. 2014-
9 00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County
10 Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino
11 County Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of*
12 *Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon. Amy D. Hogue; (l)
13 *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern
14 District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v.*
15 *Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G.
16 Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States
17 District Court, Southern District of California, Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller;
18 (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743,
19 Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County
20 Superior Court, Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit*
21 *Management Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon.
22 Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court,
23 Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San
24 Bernardino County Superior Court, Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v.*
25 *Amazon*, USDC, Northern District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M.
26 Chesney; (u) *Rivas v. ESA Management*, USDC, Central District of California, Case No. 14-CV-
27 5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles
28 County Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*,

1 Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x)
2 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-
3 2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San
4 Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider*
5 *v. Catholic Healthcare West*, San Francisco County Superior Court, Case No. CGC-10-506243,
6 Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court,
7 Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, USDC, Eastern District
8 of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v.*
9 *Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu
10 M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC, Southern District of California
11 Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los
12 Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among others.

13 11. We are experienced and consider ourselves qualified to evaluate the claims and
14 defenses in this Action. This allowed our firm to assist in achieving an efficient resolution of the
15 claims in this matter for a non-reversionary Settlement Payment of \$2,000,000 for approximately
16 222 individuals, who were employed as commissioned employees for defendant Wrike Inc., at any
17 time from April 6, 2016 to March 31, 2021 ("Class Period"), in California. The settlement includes
18 \$1,796,000 in new money and \$204,000 Wrike paid before mediation to 102 employees for
19 individual settlements. The proposed Settlement is memorialized in the Joint Stipulation of
20 Settlement and Release of Class Action ("Settlement Agreement," "SA"), attached as Exhibit 1.

21 12. Beniyam Kebede worked as an Account Manager from August 2019 to January
22 2020. Alan Tsai was a Strategic Account Manager from October 2018 to August 2020. Monica
23 Pazmino was a Senior Account Manager from October 2019 to April 2020.

24 13. Wrike provides cloud-based project management applications, known as "software
25 as a service," with customers paying a monthly amount for those services. Wrike's headquarterd
26 in San Jose, with offices in San Diego, Japan, and Australia, among other places.

27 14. The Class is defined as, "All current and former commissioned employees who
28 worked for Defendant within the State of California during the Class Period."

1 15. An estimated 222 class members worked an estimated 14,679 weeks during the
2 Class Period; 158 aggrieved employees worked 3,677 pay periods from April 6, 2019 to March 31,
3 2021.

4 16. An estimated 189 people served in exempt Sales Positions. Another 33 worked as
5 Sales Development Representatives and were reclassified as non-exempt effective November 1,
6 2017. The other Sales Positions remained exempt until November 1, 2020, when all but a few of
7 the highest-level Strategic Account Managers were reclassified as non-exempt.

8 17. Services were sold to new or existing customers. Personal cell phones were
9 sometimes used to communicate with clients. Because compensation could be increased by
10 production, overtime was often worked.

11 18. The action was filed May 13, 2020, alleging failure to provide: all minimum,
12 regular, and overtime wages; compliant rest and meal periods; accurate wage statements; timely
13 final wages; reimbursement of business expenses. PAGA claims were filed June 30, 2020. The
14 original plaintiff was dismissed, and a Second Amended Complaint adding plaintiffs, Beniyam
15 Kebede, Alain Tsai, and Monica Pazmino was filed September 30, 2020. A Third Amended
16 Complaint adding PAGA claims was filed October 26, 2020.

17 19. After receiving PAGA charges, and a catalyst letter advising Plaintiffs would
18 challenge subsequent settlements and seek attorneys' fees on amounts paid, Wrike paid \$2,000
19 each to 102 class members (\$204,000) ("Prior Releasers").

20 20. Wrike moved to compel arbitration of Ms. Pazmino's claims and stay the others in
21 November 2020. (46 class members signed arbitration provisions). Plaintiffs opposed and soon
22 after the Parties agreed to mediate and stay the motion.

23 21. Plaintiffs alleged Wrike misclassified class members as exempt primarily because,
24 in some weeks, less than half their compensation was commission. Plaintiffs also alleged Wrike did
25 not provide rest and meal periods, or reimbursement for cell phone and internet expenses.

26 22. Wrike argued it did not discourage breaks, and provided evidence it provided food,
27 and separate spaces to relax and eat. This was confirmed in employee interviews.

28 23. The Parties agreed to mediate with Louis Marlin, Esq., a respected mediator of wage

1 and hour class actions. To prepare, documents and data were exchanged, including class pay data,
2 and aggregate workweeks and pay periods for the class and PAGA periods. Plaintiffs' consultant
3 analyzed the data and created a damage model.

4 24. With significant investigation, research, informal discovery, and analysis of data by
5 Plaintiffs and their damages consultant, the Parties mediated with Mr. Marlin on March 24, 2021.
6 After a full day of arms'-length negotiations, the Parties reached an agreement in principle and
7 signed an MOU. The Parties continued to negotiate all necessary terms and entered the Settlement
8 Agreement presented for preliminary approval.

9 25. Wrike will pay the maximum Gross Settlement Amount ("GSA") of \$2,000,000,
10 (\$1,796,000, plus \$204,000 paid to 102 class members pre-mediation) which includes: (a)
11 attorneys' fees of \$666,666 (1/3 of GSA; the SA allows up to 35% of GSA) to compensate Class
12 Counsel for work performed and remaining to secure final Court approval; (b) litigation costs of
13 \$12,500; (c) Class Representative Service Awards of \$10,000 each to Plaintiffs Kebede, Tsai, and
14 Pazmino, for work as Class Representatives, risks undertaken for costs if the case had not
15 successfully concluded, and benefits conferred on the Class; (d) PAGA Payment of \$50,000
16 [\$37,500 to LWDA (75%)/\$12,500 to Aggrieved Employees (25%)]; and (e) Settlement
17 Administration costs of \$5,500. Wrike will pay employer's payroll taxes in addition to the GSA.

18 26. Plaintiffs consented to apportion fees: 50% to Cohelan Khoury & Singer, and 50%
19 to Lebe Law, APLC.

20 27. After Court-approved deductions, the estimated Net Settlement Amount ("NSA") of
21 \$1,031,334, will be distributed to Participating Class Members. Individual Settlement Payments
22 will be calculated by first allocating \$2,000 each to the estimated 120 class members (\$240,000),
23 who did not receive \$2,000 for a release before mediation. The Administrator will divide total
24 number of weeks worked by all class members in the Class Period by the remainder of the NSA,
25 \$791,331, to determine "workweek dollar value." ($\$791,331 / 14,679 \text{ weeks} = \53.91). The
26 Administrator will then multiply the number of weeks each Prior Releasor worked by 1.0, then by
27 the workweek dollar value. For class members who did not previously receive a \$2,000 payment,
28 the Administrator will multiply number of weeks worked by 1.1, then by the workweek dollar

1 value. This provides a greater amount to class members who did not risk exclusion from the class
2 by accepting an individual settlement this class Settlement.

3 28. The parties estimate Participating Settlement Class Members who worked the entire
4 class period will receive a total of \$16,017 (260 wks x \$53.91 + \$2,000), with an average estimated
5 total payment of \$5,565 (\$791,331/222 + \$2,000). An estimated 158 aggrieved employees will
6 divide the 25% PAGA payment based on pay periods worked during the PAGA period, April 6,
7 2019 to March 31, 2021, even if they opt-out of the class settlement.

8 29. Settlement Payments are characterized 20% as W-2 wages, and 80% penalties and
9 interest and reported on Form 1099. Proceeds from checks uncashed 180 days after issuance will
10 be sent to the State Controller, Unclaimed Property Division, on behalf of class members.

11 30. Simpluris, Inc. ("Settlement Administrator") will search the National Change of
12 Address database, update Class Member addresses, and mail a Notice of Class Action Settlement
13 ("Class Notice") to each Member in Wrike's employment records.

14 31. The Class Notice advises Members of the right, manner and timing to: (1)
15 participate in the Settlement without submitting a claim; (2) dispute the basis of the Individual
16 Settlement Payment; (3) object or opt-out. Class members are informed of estimated payments,
17 release to be given, date of Final Approval hearing, and how to obtain further information.

18 32. Plaintiffs' Counsel investigated all claims and defenses before filing the Complaint.
19 When the Parties agreed to mediation, Plaintiffs requested, and Defendant produced, data and
20 documents, to allow liability to be assessed and Class-wide damages to be calculated.

21 33. Plaintiffs' Counsel have significant experience in wage and hour employment class
22 actions. Counsel was able to compare settlement of Class claims with risks of certification, trial,
23 and appeal.

24 34. Wrike's counsel, Ryan Crosner and Kevin Ha of Ogletree, Deakins, Nash, Smoak &
25 Stewart, are skilled lawyers, with significant class action experience, who defended vigorously.

26 35. Plaintiffs' Counsel believes the Settlement is fair, reasonable, and in the Class' best
27 interest in light of the monetary recovery, risks of certification, summary adjudication, the lengthy
28 process of establishing damages, and uncertainty of appeals.

1 36. Class Counsel reviewed all relevant employee handbooks and policies, time and pay
2 records for class members. Plaintiffs' economist reviewed, organized, and analyzed voluminous
3 data and documents, and calculated Class-wide damages through the date of mediation.

4 37. Wrike's records showed less than half of compensation was paid in commission in
5 57.9% of pay periods. Plaintiffs assumed class members worked an average of two hours per shift,
6 five shifts per week, for an estimated total of 77,239 hours during pay periods when they were
7 arguably non-exempt, at rate of \$31.335 per hour (one half regular rate of \$62.63.) Maximum
8 underpayment of overtime wages was \$2,420,284. (all dollar amounts rounded).

9 38. Overtime was calculated at one half the regular rate, rather than 1.5, because, even
10 in arguably misclassified pay periods, class members received payment for the overtime hours, but
11 did not receive the overtime premium (.5) for those hours.

12 39. Wrike contended class members had different titles, duties, and experiences which
13 may have defeated certification or limited the class to fewer positions. Wrike also credibly argued
14 any overtime was overstated as class members could not have worked an average of two hours per
15 shift, every shift of the Class Period.

16 40. Plaintiffs' counsel believed this claim would be certified, but based on class
17 member interviews, many could not support 2 hours per shift. Based on that, Plaintiffs' counsel
18 concluded realistic exposure was 50% of maximum, or \$1,210,142.

19 41. A meal period violation in 100% of 38,619 estimated misclassified shifts is a
20 maximum exposure of \$2,418,708 (38,619 x \$62.63 regular rate).

21 42. Plaintiffs believed maximum damages would be reduced by the introduction, late in
22 the class period, of written meal period policies, and that a court might adopt the reasoning in
23 *Muldrow* to find employees were not discouraged from taking meal breaks. Plaintiffs' counsel
24 concluded realistic exposure was 50% of maximum, or \$1,209,354.

25 43. A violation in 100% of 38,619 estimated shifts is a maximum exposure of
26 \$2,418,708. As with the meal period claim, Plaintiffs considered that class members worked
27 autonomously and had many opportunities for breaks. Wrike emphasized there was no evidence it
28 discouraged rest breaks or the nature of the work would prevent them.

1 44. Plaintiffs believed maximum damages would be reduced by the introduction, late in
2 the class period, of written rest period policies, and that a court might adopt the reasoning in
3 *Muldrow* to find employees were not discouraged from taking rest breaks. Plaintiffs' counsel
4 concluded realistic exposure was 50% of maximum, or \$1,209,354.

5 45. Plaintiffs contended wage statements were non-compliant because they did not
6 show all hours worked due to misclassification as exempt.

7 46. Wrike argued the wage statements adequately presented required information and
8 that it made classification decisions in good faith. It contended alleged inability to reconstruct the
9 regular rate was not a violation.

10 47. Plaintiffs estimated maximum exposure for the wage statement claim at \$217,700,
11 based on Section 226's \$50/\$100 violation rate, 2,099 pay periods in the statutory period that
12 arguably showed a violation based on misclassification/overtime (158 class members x \$50 + 2,098
13 x \$100).

14 48. Plaintiffs discounted this claim to 40% based on the risk they would not prove an
15 underlying violation, and if proven, the wage statement violation would not be found to be
16 "knowing and intentional," and penalties would be significantly reduced or not awarded. This
17 resulted in a realistic exposure of approximately \$87,080.

18 49. There were an estimated 110 former employees. Maximum exposure was \$797,544
19 (110 e'ees x 8 hr day x 30 days x \$30.21 base rate).

20 50. Plaintiffs' counsel believed there was no more than a 60% probability of proving the
21 underlying overtime violation, and so estimated a 40% probability for the final wages claim, for a
22 realistic exposure of \$319,018.

23 51. Plaintiffs argued Wrike was aware class members needed a cell phone and internet
24 access to perform their duties, including because they were encouraged to provide a cell phone
25 number to clients and be available, even if not at work, and they regularly worked at home. Wrike
26 provided evidence of a reimbursement policy and payment of expenses when requested.

27 52. Maximum exposure for this claim would be \$170,686 if \$50 per month for cell
28 phone and internet expenses was assumed for each of 3,413 months in the class period. Based on

1 evidence of a reimbursement policy, some reimbursements paid, and the risk less than \$50 per
2 month might be found reasonable, Plaintiffs' counsel concluded realistic exposure was 40% of
3 maximum, or \$68,274.

4 53. Using initial violation rates for overtime wages, for the estimated 1,694 PAGA pay
5 periods which arguably showed misclassification through the November 1, 2020 reclassification
6 for overtime penalties, and all 2,925 PAGA pay periods through March 31, 2021, for other
7 penalties, maximum penalties were estimated at \$1,675,000, for six violations: Sec. 1194
8 (overtime) – \$169,400; Sec. 226.7 (meal) – \$292,500; Sec. 226.7 (rest) - \$292,500; Sec. 2802
9 (reimbursement) – \$183,750; Sec. 226.3 (wage statements)– \$731,250; Sec. 203 – \$5,600 (final
10 pay) (56 formers). (all at \$100/\$200 per pay period, 226.3 at \$250/\$1,000; waiting time and
11 reimbursement and until end of PAGA period, March 31, 2021, reimbursement violation monthly).

12 54. Plaintiff and their Counsel gave serious consideration to all facts and arguments and
13 concluded the Settlement is fair and reasonable. The Maximum Settlement Amount represents over
14 46% of the reasonable value of Class claims. ($\$2,000,000/\$4,345,250 = 0.4602$), and over 21% of
15 maximum exposure ($\$2,000,000/\$9,299,518 = 0.215$). The proposed settlement is well within the
16 “ballpark” of reasonableness.

17 55. On the same date this motion and its exhibits are filed with the Court, they will be
18 served upon Defendant and provided to the Labor and Workforce Development Agency
19 (“LWDA”) via the LWDA’s website, [www.dir.ca.gov/Private-Attorneys-General-Act/Private-](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act)
20 [Attorneys-General-Act](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act), using the appropriate intake form. Attached as Exhibit 2 is a true and
21 correct copy of the LWDA confirmation of Receipt.

22 I declare under the penalty of perjury under the laws of the State of California the
23 foregoing is true and correct and this declaration is executed October 26, 2021, in San Diego,
24 California.

25 
26 _____
27 Jeff Geraci
28

EXHIBIT 1

JOINT STIPULATION OF SETTLEMENT AND RELEASE OF CLASS ACTION

Subject to final approval by the Court, this Joint Stipulation of Settlement and Release of Class Action (“Settlement Agreement”) is between Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino (“Plaintiffs”), on behalf of the Class (as defined below) and Defendant Wrike, Inc. (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Settlement Agreement as the “Parties.” This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, Rule 3.769(c), (d), and (e), and is made for the sole purpose to consummate settlement of the Class Action on a class-wide basis subject to the following terms and conditions, and subject to the Court’s approval. As detailed below, in the event the Court does not enter an order granting final approval of the Class Action, as defined below, or the conditions precedent are not met for any reason, the Settlement Agreement is void and of no force or effect whatsoever.

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Administration Costs:** The costs incurred by the Settlement Administrator to administer this Settlement, including, but not limited to, printing, distributing (including with appropriate postage), and tracking documents for this Settlement, conducting any searches to locate any Class Members, tax reporting, distributing the Individual Settlement Shares, Class Representatives Enhancement Payment, Attorneys Fees Award, and Cost Award, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a qualified settlement fund account and other responsibilities set forth in this Settlement Agreement and as requested by the Parties. The Administration Costs are currently estimated to be no more than \$5,500.
- B. **Agreement, Settlement Agreement, or Joint Stipulation:** The settlement agreement reflected in this document, titled “Joint Stipulation of Settlement and Release of Class Action.”
- C. **Attorney Fee Award:** The amount, not to exceed 35% of the Gross Settlement Amount or \$700,000, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award will not be opposed by Defendant.
- D. **Class:** All current and former commissioned employees who worked for Defendant within the State of California during the Class Period.
- E. **Class Action:** A putative class action lawsuit was filed on August 18, 2020, Case No. 20CV366599 in the State of California, Santa Clara County Superior Court, and was later amended to add Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino.

- F. **Class Counsel:** Jonathan M. Lebe and Zachary Gershman of Lebe Law, APLC, and Michael D. Singer and Jeff Geraci of Cohelan Khoury & Singer.
- G. **Class Data:** The Class Data means information regarding Class Members that Defendant will compile from its available, existing, electronic records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: (i) each Class Member's full name; (ii) each Class Member's last-known address; (iii) each Class Member's Social Security and Employee ID number; and (iv) the Class Member's relevant dates of employment.
- H. **Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- I. **Class Notice:** The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- J. **Class Period:** The time period from April 6, 2016, to March 31, 2021.
- K. **Class Representative(s) or Plaintiff(s):** Beniyam Kebede, Alain Tsai, and Monica I. Pazmino.
- L. **Class Representative Enhancement Payment:** The amount the Court awards to Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino for their services as a Class Representatives, which will not exceed \$10,000 each. This enhancement is subject to approval of the Court.
- M. **Complaints:** The class action complaint filed by Plaintiffs which includes the original complaint filed on May 13, 2020, the first amended complaint on June 30, 2020, the second amended complaint filed by Beniyam Kebede, Alain Tsai, and Monica I. Pazmino filed on September 30, 2020, and the third amended complaint filed by Beniyam Kebede, Alain Tsai, and Monica I. Pazmino on October 26, 2020.
- N. **Cost Award:** The amount that the Court awards Class Counsel for payment of actual litigation costs subject to proof, which shall not exceed \$12,500. The Cost Award will not be opposed by Defendant.
- O. **Counsel for Defendant:** Attorneys Ryan H. Crosner and Kevin Ha of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- P. **Court:** The State of California, Santa Clara County Superior Court.
- Q. **Defendant:** Wrike, Inc.

- R. Effective Final Settlement Date:** The effective date of this Settlement will be when the Final Approval of the Settlement can no longer be appealed or, if there are no objectors and no Plaintiff(s) in intervention at the time the Court grants Final Approval of the Settlement, the date the court enters judgment granting Final Approval of the Settlement.
- S. Final Approval or Judgment:** The final order entered by the Court finally approving this Agreement.
- T. Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Two Million Dollars and Zero Cents (\$2,000,000). This is the gross amount Defendant can be required to pay under this Settlement Agreement, which includes: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement payment paid to the Class Representatives, as approved by the Court; (4) Administration Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court; (6) the \$204,000 previously paid by Defendant to the Prior Releasers. Defendant's portion of payroll taxes as the Class Members' current or former employer is not included in the GSA and will be a separate obligation of Defendant. No portion of the Gross Settlement Amount will revert to Defendant for any reason. The Gross Settlement Amount includes
- U. Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement.
- V. LWDA:** California Labor and Workforce Development Agency.
- W. Net Settlement Amount or NSA:** The total amount of money available from the GSA for distribution to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative Enhancement, the PAGA Payment, Administration Costs, and the \$204,000 previously paid to the Prior Releasers.
- X. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- Y. PAGA Notice:** The PAGA Notice refers to the pre-filing notice of Labor Code violations served on the LWDA on April 21, 2020, and by Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino on August 18, 2020.
- Z. PAGA Payment:** The PAGA Payment consists of \$50,000 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim. Seventy-

five percent (75%) of the PAGA Payment (\$37,500) shall be paid to the LWDA, and twenty-five percent (25%) (\$12,500) of the PAGA Payment shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below.

- AA. Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from the class action Settlement.
- BB. Parties:** Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino as individuals and as Class Representatives, and Defendant Wrike, Inc.
- CC. Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the proposed Settlement.
- DD.** "Prior Releasers: Those Class Members who accepted a settlement payment of \$2,000 before March 24, 2021. Defendant represents there are 102 Prior Releasers who collectively received \$204,000.
- EE. Released Claims:** The released claims means all causes of action and factual or legal theories that were alleged in the Complaints or reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint, including all of the following causes of action: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest breaks; (e) failure to provide accurate itemized wage statements; (f) failure to reimburse business expenses; (g) failure to timely pay wages due during employment; (h) failure to timely pay wages due upon separation of employment; (i) Violations of the Unfair Competition Law; (j) civil penalties under PAGA; (k) any other claims or penalties under the wage and hour laws pleaded in the Class Action; and (l) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Class Action (collectively, the "Released Claims"). The Released Claims include all claims for compensatory, consequential, incidental, liquidated, punitive, and exemplary damages; restitution; interest; costs and fees; injunctive or equitable relief; and any other remedies available at law or equity during the Class Period.
- FF. Released Parties:** Defendant and all of Defendant's current or former parent companies, subsidiary companies and/or related companies, partnerships, joint ventures, and/or staffing agencies, customers, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, officers, partners, principals, members, managers, consultants, directors, stockholders, owners, including but not limited to Citrix Systems, Inc. and Vista Equity Partners

Management, LLC, Wrangler Holdings Aggregator, LLC, Vista Foundation Fund III, L.P., Vista Foundation Fund III-A, L.P., VFF III FAF, L.P., VFF III Co-Invest 1, L.P., and Vista Co-Invest Fund 2018-3, L.P. and their affiliated entities (collectively, “Vista”), representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed herein, and their successors.

- GG. Request for Exclusion.** The written request by a Class Member to exclude himself or herself from the Settlement, submitted in accordance with the instructions in the Class Notice.
- HH. Response Deadline:** The deadline by which Class Members must postmark to the Settlement Administrator a valid Request for Exclusion or submit objections to the Settlement. The Response Deadline will be 45 calendar days from the initial mailing of the Class Notice. The Response Deadline will be extended 15 calendar days for any Class Member who is re-mailed a Class Notice by the Settlement Administrator in accordance with the notice procedure described in this Settlement. Agreement.
- II. Settlement.** The disposition of the Class Action and all related claims effectuated by this Settlement Agreement.
- JJ. Settlement Administrator:** The third-party administrator agreed upon by Parties to administer this Settlement is Simpluris, Inc.

II. RECITALS

- A.** The Parties stipulate to provisional class certification for purposes of settlement only. If the Court does not grant final approval of this Settlement, this provisional class certification shall immediately be set aside, any order conditionally certifying the Class shall be vacated, and this Settlement Agreement shall not be used as evidence that class certification is appropriate. If the Court does not grant either preliminary or final approval of this Settlement, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of the Settlement Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs actually incurred by the Settlement Administrator shall be paid in equal apportionment among the Parties.
- B.** On May 13, 2020, a class action complaint against Defendant was filed in the Superior Court of the State of California for the County of Santa Clara. On June 30, 2020, a first amended class action and representative action complaint was filed. On September 30, 2020, plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino filed a second amended class action complaint. On October 26, 2020, plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino filed

a third amended class action and representative action complaint. The third amended class action and representative action complaint claims that Defendant: (a) failed to pay minimum wages; (b) failed to pay overtime wages; (c) failed to provide meal periods; (d) failed to provide rest breaks; (e) failed to provide accurate itemized wage statements; (f) failed to reimburse business expenses; (g) failed to timely pay wages due during employment; (h) failed to timely pay wages due upon separation of employment; (i) violations of the Unfair Competition Law; and (j) civil penalties under PAGA.

- C. On November 25, 2020, Defendant filed a motion to compel arbitration of plaintiff Monica I. Pazmino's claims and to stay the action.
- D. After they exchanged informal mediation data, on March 24, 2021, the Parties participated in a private mediation with Louis Marlin, Esq. a respected and experienced mediator of wage-and-hour class actions, which resulted in a resolution of the Class Action in its entirety.
- E. Plaintiffs believe they have alleged meritorious claims in the Class Action, and that class certification is appropriate because the prerequisites for class certification can be satisfied in this Class Action.
- F. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Class Action, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, the Class Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code, the Industrial Wage Commission Orders, and the California Business & Professions Code.
- G. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to further litigation, including trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise, and discharge all Released Claims, as defined herein, in conformity with the terms set forth herein.

Based on these Recitals that are a part of this Settlement Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, excluding payroll taxes, that Defendant is obligated to pay under this Settlement Agreement is Two Million Dollars and No Cents (\$2,000,000.00). This amount includes the

\$204,000 previously paid by Defendant during the pendency of the Class Action to 102 of the Class Members who executed releases of all claims and who each received a \$2,000 settlement payment (“Prior Releasers”). All of the Gross Settlement Amount will be disbursed pursuant to this Settlement Agreement without the need of any Class Member to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.

- B. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside and the Settlement Class immediately decertified (subject to further proceedings on motion of any Party to certify or deny certification thereafter).
- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this Class Action or in any other lawsuit or venue. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification, liability and damages.
- D. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs shall be appointed as the representatives for the Class.
- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- F. Settlement Disbursement.** Subject to the terms and conditions of this Agreement, and the approval of the Court, the Settlement Administrator will disburse the Gross Settlement Amount as follows:

 - 1. To the Plaintiffs, Beniyam Kebede, Alain Tsai, and Monica I. Pazmino.** In addition to their respective Individual Settlement Share, and subject to the Court’s approval, Plaintiffs will receive up to Ten Thousand Dollars and Zero Cents (\$10,000) each as a Class Representative Enhancement Payment. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. An IRS Form 1099 will be issued to Plaintiffs with respect to their Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible to pay any and

all applicable taxes on the Class Representative Service Award and shall hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payments, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiffs, the difference shall become part of the NSA and will be distributed to Participating Class Members. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding, nor will Plaintiffs seek, request, or demand an increase in the Gross Settlement Amount on that basis.

2. **To Class Counsel.** Class Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed thirty-five percent (35%) or \$700,000 of the GSA and a Cost Award not to exceed \$12,500. The Settlement Administrator will pay the Court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Fund. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Fee and Cost Awards. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and will be distributed to Participating Class Members. The Parties agree that, over and above the Court-approved Attorney Fee and Cost Award, each of the Parties, including all Class Members, shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or Settlement of the Class Action; the negotiation, execution, or implementation of this Agreement; and/or the process of obtaining, administering, or challenging an Preliminary Approval Order and/or Final Approval Order and Judgment. In the event that the Court reduces or does not approve the requested Fee and Cost Awards, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, and the Settlement will remain binding, nor will Plaintiffs or Class Counsel seek, request, or demand an increase in the Gross Settlement Amount on that basis.

3. **To the Responsible Tax Authorities.** The Settlement Administrator will withhold the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes. The Settlement Administrator will submit Defendant's portion of payroll withholding tax calculation to Defendant for additional funding and forward those amounts along with each person's Individual Settlement Share withholdings to the appropriate taxing authorities.
4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$5,500. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and will be distributed to Participating Class Members.
5. **To Participating Class Members.** The Settlement Administrator will pay each Participating Class Member the Individual Settlement Share from the NSA.
 - a. **Individual Settlement Share Calculation.** The Settlement Administrator will calculate the Individual Settlement Share from the Net Settlement Amount. For each Class Member, the Settlement Administrator shall determine the number of weeks that each Class Member worked as a commissioned employee during the Class Period. Class Members who did not already execute releases of all claims will receive \$2,000 plus a pro rata share of the Net Settlement Amount under the workweek formula. Class Members who already received a \$2,000 payment will receive a pro rata share of the Net Settlement Amount under a workweek formula. The Settlement Administrator will first calculate the number of \$2,000 payments to be paid to those Class Members who did not previously accept an individual settlement payment from Defendant. The sum of the \$2,000 payments will then be deducted from the Net Settlement Amount. The remainder of the Net Settlement Amount will be divided by the total number of weeks worked as a commissioned employee during the Class Period, the resulting figure is the "workweek dollar value." For each Prior Releasor, the Settlement Administrator will multiply the number of weeks worked by 1, and then by the "workweek dollar value." For Class Members who did not previously accept an individual settlement payment from Defendant, their Individual Settlement Share will be the number of weeks worked multiplied by 1.1, and then by the "workweek dollar value" in addition to \$2,000.

b. Tax Treatment for Individual Settlement Shares. Each Participating Class Member's Individual Settlement Share will be apportioned as follows: 20% wages; and 80% interest, penalties, and reimbursements. The portion paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-4 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. The employees' share of payroll tax withholdings shall be withheld from each persons' Individual Settlement Share. Participating Class Members will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Shares and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Shares.

G. Appointment of Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to the Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and re-mailing Class Notices and Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; mailing the portion of the PAGA Payment due to the LWDA to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members, Eligible Aggrieved Employees and Plaintiffs with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining as a result of uncashed checks to the California State Controller in accordance with California Unclaimed Property Law, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Simpluris, Inc. or otherwise have a relationship with Simpluris that could create a conflict of interest.

H. CIRCULAR 230 DISCLAIMER. Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that:

- (1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);
- (2) The Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and
- (3) No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

I. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a. Plaintiffs will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice.
- b. At the Preliminary Approval hearing, Plaintiffs will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- c. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised settlement for the Court's approval.

2. **Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

- a. Within thirty (30) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Class Data to the Settlement Administrator.
- b. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall maintain the Class Data as private and confidential and take reasonable and necessary precautions to maintain the confidentiality of the Class Data. The Settlement Administrator shall not distribute or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.
- c. The Class Notice will include: (1) information regarding the nature of the Class Action, (2) a summary of the Settlement's principal terms, (3) the Class definition, (4) each Class Member's number of workweeks, (5) each Class Member's estimated Individual Settlement Share; (6) the dates which comprise the Class Period, (7) instructions on how to submit valid Requests for Exclusion or objections, (8) the deadlines by which the Class Member must postmark Request for Exclusions or submit objections to the Settlement, and (9) the claims to be released, as set forth in this Settlement Agreement.
- d. Within fourteen days calendar days after Defendant's deadline to provide the Class Data to the Settlement Administrator, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class U.S. Mail.
- e. If a Class Notice is returned because of an incorrect address, within fifteen (15) days from receipt of the returned Class Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is

re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or forwarded mail, will have an additional fifteen (15) days to postmark a request for exclusion, or file and serve an objection to the Settlement. The Settlement Administrator shall mark on the envelope whether the Class Notice is a re-mailed notice.

- f. Class Members may dispute the information provided in their Class Notice, but must do so in writing, via first class mail, and it must be postmarked by the Response Deadline. To the extent Class Members dispute the number of weeks to which they have been credited or the amount of their Individual Settlement Share, Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible weeks that should be applied and/or the Individual Settlement Share to which the Class Member may be entitled.
- g. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed, and the number of request for exclusion received.
- h. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. Objections to Settlement.

- a. **Class Notice.** The Class Notice will provide that the Class Members who wish to object to the Settlement may do so in

writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline.

- b. Format.** Any written objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; and (d) provide true and correct copies of any papers, briefs, or other documents on which the objection is based. The postmark date of the mailing will be deemed the exclusive means for determining that the written objection is timely. A Participating Class Member who does not submit an objection in the manner and by the Response Deadline and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.
- c. Objector Appearances.** Participating Class Members may (though are not required to) appear at the Final Approval hearing, either in person or through the objector's own counsel. The failure to file and serve a written objection does not waive a Participating Class Member's right to appear at and make an oral objection at the Final Approval hearing.
- d. Fees.** Defendant shall not be responsible for the fees, costs, or expenses incurred by Plaintiff, Class Counsel or Participating Class Members arising from or related to any objection to the Settlement Agreement or related to any appeals thereof.

4. Request for Exclusion from the Settlement ("Opt-Out").

- a. Class Notice.** The Class Notice will provide that Class Members who wish to exclude themselves from the class action Settlement must mail to the Settlement Administrator a request to be excluded. The written request for exclusion must: (a) include the Class Member's name, address, and last four digits of the social security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member; (d) be postmarked no later than the Response Deadline; and contain a typewritten or handwritten notice stating in substance: "I have read the Notice of Class Action Settlement and I wish to opt out of the Settlement of the case against Wrike, Inc., Case No. 20CV366599, Superior Court of the State of California, County of Santa Clara, and understand that I will not receive a Settlement Payment pursuant to the terms of the Settlement described in the Notice of Class Action Settlement."

- b. Defective Submissions.** If a Class Member's request for exclusion is defective as to the requirements listed in this Settlement Agreement, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the request for exclusion valid. The Class Member will have until fifteen (15) calendar days from the date of the cure letter to postmark a revised request for exclusion.
 - c. Validity and Effect.** Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and Judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.
 - d. Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
 - e. Defendant's Option to Terminate.** If more than five percent (5%) of the Class Members request exclusion from the Settlement, Defendant, at its sole option, may withdraw from the Settlement and this Settlement Agreement is null and void.
- 5. No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel or agents will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

6. Motion for Final Approval.

- a. Class Counsel will file unopposed motions and memoranda in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representatives Enhancement; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Participating Class Members and the PAGA Released Claims of the Eligible Aggrieved Employees.
- b. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Service Payment Class Representative Enhancement and the Attorney Fee Award will not constitute a material modification to the Settlement within the meaning of this paragraph..
- c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Class Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

7. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

8. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the

Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then the Parties shall work together in good faith to address any concerns raised by the reviewing court and propose a revised Settlement for the approval of the Court after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Enhancement and the Attorney Fee Award will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Superior Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

a. Funding the Settlement: No later than twenty-one (21) calendar days after the Effective Final Settlement Date, Defendant shall deposit the Gross Settlement Amount needed to pay the GSA by wiring the funds to the Settlement Administrator. Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Members' Individual Settlement Shares.

b. Disbursement: Within fourteen (14) calendar days after the deadline to Fund of the Settlement, the Settlement Administrator shall calculate and disburse all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancements, the PAGA Payment, and the Administration Costs.

10. Uncashed Checks. Participating Class Members and Eligible Aggrieved Employees must cash or deposit their Individual Settlement Share within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks remain uncashed or not deposited, the Settlement Administrator will, within two hundred (200) calendar days after the checks

are mailed, pay the amount of the Individual Settlement Share or Individual PAGA Payment (as applicable) to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law so that the Participating Class Member and/or Eligible Aggrieved Employee will have his or her Individual Settlement Share and/or Individual PAGA Payment available to him or her per the applicable claim procedure to request that money from the State of California.

11. Final Report by Settlement Administrator. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

12. Defendant's Legal Fees. Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Class Action outside of the Gross Settlement Fund.

J. Release of Claims. As of the Effective Final Settlement Date, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Participating Class Members do and will be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Claims for the Class Period. Class Members who do not submit a valid request for exclusion will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Class Action are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows: "An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

K. Plaintiffs' Release of Claims and General Release. As of the Effective Final Settlement Date, Plaintiffs hereby provide a general release of claims for themselves and their heirs, successors and assigns, and forever release, remise, and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through the date execution of this Settlement Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

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.

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but they expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant. The Parties further acknowledge, understand and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment. The significance of this release and waiver of Civil Code Section 1542 has been explained to Plaintiffs by their counsel.

L. Miscellaneous Terms

- 1. No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Class Action, or that but for the Settlement, a Class should be certified in the Class Action could proceed on a representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiffs' and Defendant's willingness to settle the Class Action will have no bearing on, and will not be admissible in connection with, any litigation, administrative proceeding or other special proceeding (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Class Representative Enhancement Payments, Individual Settlement Shares paid to Plaintiffs, Participating Class Members and/or the Eligible Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiffs, Participating Class Members or Eligible Aggrieved Employees. The Parties agree that any Class Representative Enhancements, Individual Settlement Shares paid to Plaintiffs, Participating Class Members and/or the Eligible Aggrieved Employees under the terms of this Agreement do not represent any

modification of Plaintiffs', Participating Class Members' or Eligible Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

3. **Publicity.** Class Counsel and Plaintiffs agree to discuss the terms of this Settlement only in declarations submitted to a court to establish Class Counsel's adequacy to serve as class counsel, in declarations submitted to a court in support of motions for preliminary approval, Final Approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Plaintiffs agree to decline to respond to any media inquiries concerning the Settlement.
4. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
5. **Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
6. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

- 7. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Class Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.
- 8. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 9. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 10. No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 11. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 12. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Class Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 13. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Plaintiff, Class Counsel, Eligible Aggrieved Employees and Participating Class Members will assume any such tax obligations or consequences that may arise from any disbursements made under this Agreement, and that Plaintiff, Class Counsel, Eligible Aggrieved Employees and Participating Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any recipient of a disbursement under this agreement, such recipient assumes all responsibility for the payment of such taxes.

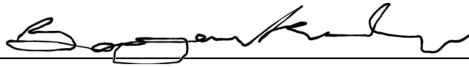
- 14. Jurisdiction of the Superior Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 15. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 16. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 17. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: July 16, 2021

BENIYAM KEBEDE



Dated: _____, 2021

ALAIN TSAI

Dated: _____, 2021

MONICA I. PAZMINO

Dated: _____, 2021

WRIKE, INC.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2021

BENIYAM KEBEDE

Dated: 7/15_____, 2021

ALAIN TSAI

Alain Tsai

Dated: _____, 2021

MONICA I. PAZMINO

Dated: _____, 2021

WRIKE, INC.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2021

BENIYAM KEBEDE

Dated: _____, 2021

ALAIN TSAI

Dated: July 10 _____, 2021

MONICA I. PAZMINO

Monica Pazmino

Dated: _____, 2021

WRIKE, INC.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2021

BENIYAM KEBEDE

Dated: _____, 2021

ALAIN TSAI

Dated: _____, 2021

MONICA I. PAZMINO

Dated: 6/29/2021, 2021

WRIKE, INC.

Carol Lee

Head of Finance

DocuSigned by:

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Approved as to Form and Content:

Dated: June 28, 2021

LEBE LAW, APLC



Jonathan M. Lebe, Esq.

Zachary Gershman, Esq.

Attorneys for Plaintiffs Beniyam Kebede, Alain Tsai,
and Monica I. Pazmino, on behalf of themselves and
all others similarly situated

Dated: July 20, 2021

COHELAN KHOURY & SINGER



Michael D. Singer, Esq.

Jeff Cerafi, Esq.

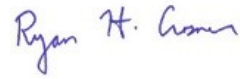
Attorneys for Plaintiffs Beniyam Kebede, Alain Tsai,
and Monica I. Pazmino, on behalf of themselves and
all others similarly situated

47632636.1

Approved as to Form and Content:

Dated: June 29,, 2021

**OGLETREE, DEAKINS, NASH SMOAK
& STEWART, P.C.**



Ryan H. Crosner, Esq.
Kevin Ha, Esq.
Attorneys for Wrike, Inc.

47632636.1

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**TO: All commissioned employees who worked for Wrike, Inc. in California
from April 6, 2016 to March 31, 2021**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued. However, your legal rights are affected
whether you act or don't act. Your rights are explained in this Notice.*

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing and Receive a Payment	To receive a cash Settlement payment, you do not have to do anything. Your Settlement Share payment, estimated at \$_____ , will be mailed to you automatically after the Court grants final approval of the Settlement. (See, Section 5 below.) <i>[The Administrator <u>must</u> have your current address to mail your payment.]</i>
Exclude Yourself ("Opt Out")	If you do not want to participate in the Settlement, you may exclude yourself, or "opt out" of the Settlement. If you do, you will not receive a Settlement payment, and you will keep all rights you may have against Wrike. (See, Section 7 below).
Object	You have the right to object to the Settlement if you think the Settlement is not fair by sending your written objection to the Settlement Administrator or by appearing in person at the time of the Final Approval Hearing. (See, Section 8 below).
Change Your Address	If your address is different than the address this Notice was mailed to, you must notify the Administrator of your correct address. A Change of Address Form and pre-printed return envelope are included with this Notice. Your Settlement Share payment will be mailed to the address on file with the Administrator.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM - ARE EXPLAINED IN THIS NOTICE**
- **WRIKE DENIES THE ALLEGATIONS IN THE LAWSUIT – BOTH PARTIES DECIDED TO SETTLE IN ORDER TO AVOID THE COSTS OF A CONTINUED LAWSUIT**

1. Why did I get this Notice?

A proposed settlement (“Settlement”) of a class action lawsuit was reached between Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino (“Plaintiffs”) and Defendant Wrike, Inc. (“Defendant”). The Court in charge of this case has granted preliminary approval of the Settlement. You received this Notice because you may be a member of the Class, defined as: “All commissioned employees who worked for Wrike, Inc. in California from April 6, 2016 to March 31, 2021.”

There are an estimated 206 members of the Class who worked from April 6, 2016 to March 31, 2021 (“Class Period”). This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On May 13, 2020, a complaint was filed against Defendant in the Superior Court of California, County of Santa Clara, amended September 30, 2020, and October 26, 2020 (“Complaint”). The Complaint alleged Defendant misclassified its employees paid with commissions and, as a result, failed to provide all: overtime wages, meal and rest periods, expense reimbursement, accurate wage statements and final wages, all of which violated the Private Attorneys General Act (PAGA).

Wrike denies all allegations and contends Plaintiff and all Class Members were properly classified and provided everything required by law, including wages, rest and meal periods, expense reimbursements, and that it is not liable for any of the damages claimed or that could be claimed in the lawsuit.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>> and approved this Notice. The Court also preliminarily approved Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino as the Class Representatives, law firms of Cohelan Khoury & Singer and Lebe Law, APLC as Class Counsel, and Simpluris, Inc., as the Administrator.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant agreed to pay \$2,000,000 (the “Gross Settlement Amount”). The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$5,500, (b) Class Representative Service Payment up to \$10,000, (\$30,000 total), each to compensate Plaintiffs for services undertaken on behalf of the Class, (c) Class Counsel Fees up to \$666,666, (d) Class Counsel Litigation Expenses up to \$12,500, (e) up to \$50,000 for PAGA civil penalties - \$37,500 (75%) paid to California’s Labor Workforce and Development Agency (“LWDA Payment”); and, \$12,500 (25%) paid to Class Members based on the number of pay periods each worked from April 6, 2019 to March 31, 2021 (the “PAGA Period”), compared to the number of pay periods all worked during the PAGA Period.

Defendant will receive credit for payments of \$2,000 made to each of 102 Class Members (\$204,000) before May 13, 2020, (the “Prior Releasers”) and will pay no more than an additional \$1,796,000 when the Court approves the Settlement (other than amounts paid as its share of payroll taxes).

Settlement Share Payments to Participating Class Members. After deducting the Court-approved amounts for the payments and credits above, the remaining portion is the “Net Settlement Amount” (“NSA”) estimated at \$1,031,334. Individual Settlement Payments shall be distributed from the NSA to all Class Members who do not request to be excluded (“Participating Class Member”), by first paying \$2,000 to each of an estimated 104 Class Members (\$208,000), who did not receive a \$2,000 payment before May 13, 2020. The Administrator will then divide the total number of weeks worked by all Class Members

during the Class Period by the remainder of the NSA to determine the “workweek dollar value.” For each Prior Releasor, the Settlement Administrator will multiply the number of weeks the Prior Releasor worked by 1.0, and then by the workweek dollar value. For Class Members who did not previously receive a \$2,000 payment from Defendant, their Individual Settlement Share will be the number of weeks worked multiplied by 1.1, and then by the workweek dollar value (in addition to the \$2,000 described above). In other words, those Class Members who did not receive a payment from Defendant before this Settlement, will receive a greater amount than those who did.

Each Settlement payment will be allocated as: 20% wages, with payroll withholdings deducted, and IRS W-2 Forms issued; and, 80% interest and penalties with IRS 1099 Forms issued. Nothing in this Notice is advice about taxes or taxability. Each Participating Class Member may want to consult a tax advisor about the consequence of the Settlement payments.

If the Court approves the Settlement, and you have not requested to be excluded, a check for your Settlement Share will be automatically mailed to you at the same address this Class Notice was mailed. You do not have to do anything to receive a payment, except make sure the Administrator has your current address. A Change of Address Form and pre-printed return envelope are enclosed for your convenience.

This Settlement is not final until it is approved by the Court.

4. What Do I Release Under the Settlement?

Released Claims. As of the date the Judgment becomes Final, all Participating Class Members will fully and finally release Defendant and the Released Parties from all claims alleged in the Complaint for failure to provide (1) overtime wages, (2) meal periods, (3) rest periods, (4) accurate wage statements, (5) final wages, (6) expense reimbursements, and (7) PAGA violations. The release of these claims shall be effective for the Class Period, from April 6, 2016 through March 31, 2021, (“Released Class Claims”). Claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period, are not released.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit filed against Defendant or any Released Party based on the claims covered by this Settlement. It also means all of the Court’s orders in this case are legally binding on you.

5. How much will my Settlement Share payment be?

Defendant’s records show you worked << >> weeks during the Class Period (April 6, 2021 to March 31, 2021), and << >> weeks during the PAGA Period (April 6, 2019 to March 31, 2021) and you received [did not receive] a prior payment of \$2,000.

Based on this information, you are estimated to receive a payment of << >>, less withholdings.

If you dispute the information your Settlement Payment is based on, you must return a written statement of the reasons you believe it is not correct, with any supporting documents you have, to the Settlement Administrator at the address in Paragraph 7 no later than _____, 2021 [forty-five (45) days after the mailing of the Class Notice]. Your written dispute should be signed by you, and include the case name, and case number, *Kebede, Tsai, Pazmino v. Wrike*, Case No. 20CV366599.

6. How can I get a Settlement Share payment?

To get your Settlement Share payment, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is not correct or has changed since you received this notice, you must notify the Settlement Administrator. A Change of Address Form and pre-printed return envelope are enclosed for your use.

The Court will hold a Final Approval Hearing on _____, 2021 at _____ m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed to Participating Class Members about six weeks after the Court enters its order finally approving the Settlement. If there are objections or appeals, resolving them will take time, usually more than a year before Settlement Share payments can be distributed. Please be patient.

7. What if I do not want to participate in the Settlement?

If you do not want to participate in the Settlement for any reason, you may request to be excluded from the Settlement (“to opt out”). **If you opt out, you will not receive a Settlement Share payment**, and you will not be bound by the terms of the Settlement.

To opt out, you must return a written, signed and dated request, postmarked no later than _____, 2021 [forty-five (45) days after the date of the Notice] to the Settlement Administrator:

Wrike Class Action Settlement Administrator
c/o Simpluris, Inc.
P.O. BOX _____
Irvine, California 9_____

The opt-out request must state in substance: “I want to be excluded from the *Wrike Class Action* lawsuit, Case No. 20CV366599. I understand by asking to be excluded, I will not receive a Settlement Payment.” The request must state your full name, address, telephone number, last four digits of your social security number, the approximate dates you worked for Defendant in California, and it must be signed by you.

Opt out requests postmarked after _____, 2021, or that are incomplete or unsigned, will be rejected, and you will be bound by the Settlement and will receive your Settlement payment.

8. How do I tell the Court that I do not agree with the Settlement?

If you have not returned an opt out request and believe the Settlement should not be finally approved by the Court, you may object to any Settlement term either in writing or in person. All written objections must state your name, current address, telephone number, dates of employment in California by Defendant, the reason(s) for the objection, and the name and number of the case, *Kebede, et al v. Wrike*, Case No. 20CV366599. Please also state whether you intend to appear at the final approval hearing.

All written objections must be returned to the Administrator at the address in Paragraph 7, no later than _____, 2021, [forty-five (45) days after the date of the Notice]. You may also appear at the Final Approval Hearing on _____, 2021 at _____ m. and tell the Court your objection.

If the Court approves the Settlement you will be bound by all Settlement terms, even if you objected, in the same way as Class Members who do not object.

9. Who are the Attorneys for Plaintiff and the Class?

Michael D. Singer
Jeff Geraci
Cohelan Khoury & Singer
605 C Street, Suite 200
San Diego, CA 92101
Tel: (619) 595-3001 / Fax: (619) 595-3000
Email: jgeraci@ckslaw.com

Jonathan M. Lebe
Zachary Gershman
Lebe Law, APLC
777 South Alameda Street, Second Floor
Los Angeles, CA 90021
Tel: (213) 358-7046
Email: zachary@lebelaw.com

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, 2022, in Department 3 of the Superior Court of California, County of Santa Clara, 191 North First Street San Jose, CA 95113, before the Hon. Judge Patricia Lucas. The Court will consider whether the Settlement is fair, reasonable, and adequate. If objections to the Settlement are made, the Court will consider them at the time of this hearing. This hearing may be rescheduled by the Court without further notice. If you submit a written objection, however, you will be provided notice of the rescheduled date. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend. When the Final Approval Order and Judgment has been signed and entered, it will be posted on the Administrator's website at www._____.com.

11. How do I get more information about the Settlement?

You may call the Settlement Administrator at 800-_____ or write to *Wrike Commission Class Action Settlement Administrator*, c/o Simpluris, Inc., P. O. Box _____, California 9____; or contact Class Counsel at (800) xxx-xxxx for more information.

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by looking at the Register of Actions for the California Superior Court for the County of Santa Clara. (Enter Case No. 20CV366599. <https://portal.scscourt.org/>). You may also review the case files in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures. Once the Court grants final approval of the Settlement, you may also view the Final Approval Order and Judgment on the administrator's website, www._____.com.

PLEASE DO NOT CALL THE COURT, THE JUDGE, DEFENDANT'S SUPERVISORS, MANAGERS, OR ATTORNEYS ABOUT THIS SETTLEMENT

IMPORTANT:

- To receive your Settlement Share payment, you must not return an opt out request, and your current mailing address must be on file with the Administrator
- Settlement checks will be void 180 days after issued if not deposited or cashed. After 180 days, the Settlement Administrator will forward the unclaimed funds to the California State Controller, Unclaimed Property Division, in the Class Members name who did not cash a Settlement check. If your check is lost or misplaced, contact the Settlement Administrator immediately to request a replacement.

Superior Court of California, County of Santa Clara
Kebede, Tsai, Pazmino v. Wrike, Inc.,
Case No. 20CV366599

CHANGE OF ADDRESS FORM

I wish to change my name or mailing address or other contact information to the following:

Name: _____

Former Name (if applicable): _____

Street and Apt. No., if any: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____; (Cell): _____

I understand all future correspondence in this Action, including but not necessarily limited to important notices or Settlement Payments, will be sent to the address listed above and not to the address previously used. I request and consent to the use of the address listed above for these purposes.

Submitted by:

Dated: _____

Print Name: _____

Signature: _____

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

Wrike Class Action Settlement Administrator
c/o Simpluris, Inc.
P.O. BOX ____
Irvine, California 9____

CHANGE OF ADDRESS FORM

Questions? Call Toll Free – 877-_____

EXHIBIT 2