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15 *Attorneys for Claimants and the Proposed Class*
16 *and Collective and Aggrieved Employees*
17 **Approved as OSAAC*

18 JAMS

19 JESSICA CHIOU, SAMUEL FALTER,
20 and VINCENT SALDIVAR, individually
21 and on behalf of all others similarly
22 situated,

23 Claimants,

24 v.

25 SUMO LOGIC, INC.,

26 Respondent.

JAMS Case No. 1220065681

27 FINAL AWARD

28 Arbitrator: Deborah Crandall Saxe, Esq.
Hearing Date: February 25, 2021

1 The Application for Final Approval of Class and Collective Active Settlement
2 (“Application”) came for a hearing via Zoom on February 25, 2021 at 8:30 a.m. Pacific Time.
3 Counsel for the Parties appeared, as did several class members.

4 The Parties have submitted their Settlement Agreement, which this Arbitrator
5 preliminarily approved in a Partial Final Award dated October 20, 2020. In accordance with the
6 Partial Final Award, Class Members have been given notice of the terms of the Settlement
7 Agreement and the opportunity to participate, object to the Settlement Agreement, and/or opt out
8 of its provisions.

9 Having considered the Application, the Parties’ Settlement Agreement attached as **Exhibit**
10 **1** to the Declaration of Melissa L. Stewart, the arguments of counsel, and the law, the Arbitrator
11 now enters this Final Award and FINDS, CONCLUDES, and ORDERS as follows¹:

12 **I. CERTIFICATION OF CALIFORNIA CLASS**

13 Pursuant to JAMS Class Action Procedure Rule 3 and Federal Rule of Civil Procedure,
14 Rule 23, the Arbitrator certifies the following California Class for settlement purposes only:
15 individuals employed by Sumo Logic in California as SDRs between October 28, 2015 and
16 October 28, 2019 and/or as Mid-Markets between October 28, 2015 and May 21, 2020.

17 The Arbitrator hereby finds and concludes that for purposes of the Settlement only, the
18 California Class satisfies all of the requirements for certification under Rule 23(a) and (b)(3) of
19 the Federal Rules of Civil Procedure: the California Class is sufficiently numerous that joinder is
20 impracticable; the members of the California Class share common issues of fact and law;
21 Claimants’ claims are typical of those of the California Class because they arise out of the same
22 policies and practices and course of conduct complained of by all California Class Members;
23 Claimants are adequate Class Representatives of the California Class because their interests are
24 co-extensive with those of California Class Members, and they have retained experienced counsel
25 to represent them; questions of law or fact common to the California Class predominate over

26
27 ¹ This Award incorporates by reference the definitions in the Settlement Agreement and all
28 terms defined therein shall have the same meaning in this Award.

1 individualized issues; and a class action is superior to other available methods for the fair and
2 efficient adjudication of this controversy.

3 The Arbitrator finds and concludes that the law firm Outten & Golden LLP, which the
4 Arbitrator previously appointed as Class Counsel, satisfies the adequacy requirements.

5 **II. CERTIFICATION OF PUTATIVE COLLECTIVE**

6 Pursuant to JAMS Class Action Procedure Rule 3 and 29 U.S.C. § 216(b), the Arbitrator
7 certifies the following collective for settlement purposes only: individuals employed by Sumo
8 Logic in California and Colorado as SDRs between October 28, 2016 and October 28, 2019
9 and/or as Mid-Markets between October 28, 2016 and May 21, 2020. The Arbitrator hereby finds
10 and concludes that Claimants and the Putative Collective are similarly situated because they have
11 identified a common policy that classifies them as exempt from overtime under the FLSA.

12 **III. DISSEMINATION OF NOTICE TO CLASS MEMBERS**

13 Pursuant to the Partial Final Award, the Class and Collective Notices were sent by First
14 Class U.S. Mail to all 197 Class Members at their last known address, as updated by the postal
15 service's National Change of Address database and to 191 Class Members via email. 197 Class
16 Members also received a text message informing Class Members of the Settlement and directing
17 them to the Settlement website where they could view the Notices and submit a Claim Form.

18 None of the 153 California Class Members submitted an Objection and only one
19 California Class Member submitted an Opt-out statement. 20 of the 44 Putative Collective
20 Members who were not also California Class Members timely submitted a valid Claim Form.

21 The Arbitrator finds and concludes that the Notices were the best notice practicable under
22 the circumstances and met the requirements of JAMS Class Action Procedures Rules 4. The
23 Notices concisely and clearly stated in plain, easily understood language: (1) the nature of the
24 action; (2) the definition of the class and collective certified; (3) the claims; (4) that a Class
25 Member had the opportunity to enter an appearance through counsel if the member so desired,
26 and had the opportunity to attend the Fairness Hearing; (5) that the Arbitrator will exclude from
27 the California Class any member who requested exclusion, with information about when and how
28 members may elect to be excluded; (6) the binding effect of a class award on Class Members; and

1 (7) the identities and biographies of the class representatives, class counsel, and the Arbitrator.
2 Additionally, the Notices provided information about the arbitration process; the allocation of the
3 Total Settlement Amount, including the calculation of each Class Member's settlement share, the
4 requests for Service Awards and Claimants' Counsel's attorneys' fees and costs, and the other
5 payments that will be deducted from the Total Settlement Amount; and the opportunity (and
6 consequences) of objecting, opting out, or participating in the Settlement.

7 The Arbitrator finds and concludes that the Notice distribution plan met the requirements
8 of JAMS Class Action Procedures, Rule 6. The Settlement Administrator used all commercially
9 reasonable means to confirm Class Members' addresses and obtain new addresses as necessary,
10 including electronic mail addresses, and disseminated the Notices via physical mailings and e-
11 mail, and also informed Class Members via text message, posted the Notices on a website, and
12 disseminated reminder notices.

13 Accordingly, the Arbitrator finds and concludes that the Notice distribution provided the
14 best notice practicable, satisfied the notice requirements of Rule 23(e)(1), and satisfied all other
15 legal and due process requirements.

16 **IV. FINAL APPROVAL OF SETTLEMENT**

17 The Arbitrator has reviewed the terms of the Settlement, including the plan of allocation
18 and the release of claims. Based on review of those papers, the arguments of counsel, and the
19 law, the Arbitrator finds and concludes that the Settlement resolves a *bona fide* dispute between
20 the Parties and is the result of arms-length negotiations between the Parties conducted after Class
21 Counsel had adequately investigated Claimants' claims and become familiar with their strengths
22 and weaknesses. The assistance of an experienced Mediator in the settlement process confirms
23 that the Settlement is non-collusive. The settlement amount is a reasonable compromise of the
24 Class Members' Released California Claims, Released Collective Claims, and Released PAGA
25 Claims. Based on all of these factors, the Arbitrator concludes that the proposed Settlement is
26 fair, reasonable, and adequate and meets the criteria for final settlement approval under JAMS
27 Class Action Procedures Rule 6(a)(2) and Federal Rules of Civil Procedure Rule 23(e)(2).
28 Accordingly, the Settlement is hereby finally approved.

1 The Arbitrator finds that the settlement of Claimants' California Labor Code Private
2 Attorney General Act ("PAGA") claim is fair and reasonable, and approves the settlement and
3 release of that claim and the PAGA payment in the amount of \$44,700, with 25% allocated to
4 PAGA Members and 75% allocated to the California Labor and Workforce and Development
5 Agency.

6 The Settlement is binding on all Participating California Class and Collective Members,
7 PAGA Members, and the State of California.

8 **V. CLASS REPRESENTATIVE SERVICE AWARDS**

9 A Service Award of \$12,500.00 each to Claimants Jessica Chiou, Samuel Falter, and
10 Vincent Saldivar is approved and shall be paid to Claimants pursuant to the terms of the
11 Settlement Agreement.

12 **VI. CLASS COUNSEL ATTORNEYS' FEES AND COSTS**

13 The Application for Attorneys' Fees and Costs is granted. Class Counsel shall be awarded
14 \$1,490,000.00 as attorneys' fees, and \$23,919.80 as litigation costs. These amounts shall be paid
15 to Class Counsel according to the terms of the Settlement Agreement.

16 **VII. SETTLEMENT ADMINISTRATION COSTS**

17 Settlement Administration Costs of \$19,700.00 shall be paid to the Settlement
18 Administrator, JND Legal Administration, pursuant to the terms of the Settlement Agreement.

19 **VIII. COSTS OF ARBITRATION**

20 The actual Costs of Arbitration shall be paid and/or reimbursed (if pre-paid by Claimants'
21 and/or Respondents) from the Total Settlement Amount, pursuant to the terms of the Settlement
22 Agreement.

23 **IX. SETTLEMENT DISTRIBUTION**

24 Ten (10) business days after the Arbitrator's entry of this Final Award, Respondent will
25 pay the Total Settlement Amount (less amount already paid for Costs of Arbitration) into the
26 Qualified Settlement Fund ("Funding Date").

27 Seven (7) calendar days after the Funding Date, the Settlement Administrator will wire
28 Attorneys' Fees and Costs and reimburse amounts paid for Costs of Arbitration to Class Counsel

1 and mail Service Awards to Claimants.

2 Forty (40) calendar days after the Funding Date, the Settlement Administrator will mail
3 Settlement Checks to Participating California Class and PAGA Members, Net PAGA Amounts
4 and the PAGA Check Enclosure Letter to PAGA Members, and the PAGA penalty to the LWDA.

5 Class Members will have one hundred and fifty (150) calendar days after the date checks
6 are issued by the Settlement Administrator to cash, deposit, or otherwise negotiate their checks.

7 The Parties will use robust efforts to ensure that Settlement Checks are received by
8 Participating Collective Members, Participating California Class Members, and PAGA Members,
9 including the Settlement Administrator's use of email, text messages, U.S. Mail, and other efforts
10 deemed prudent by the Settlement Administrator, for robust contact attempts and multiple
11 reminders to timely negotiate checks prior to the 150-day deadline. Specifically, the Settlement
12 Administrator will send reminders via First Class United States Mail, e-mail, text message, or
13 other prudent means within sixty (60) calendar days after the initial distribution of checks to
14 Participating Collective Members, Participating California Class Members, and PAGA Members
15 who have not yet cashed their Settlement Checks reminding them to negotiate their checks prior
16 to the one hundred and fifty (150) calendar day deadline.

17 Any portion of the Total Settlement Amount allocated to California Class Members not
18 distributed as per the terms hereof, including any interest accrued on the Qualified Settlement
19 Fund, and any check not cashed after the expiration of the one hundred fifty (150) calendar days
20 following issuance of checks to any California Class Members, shall be redistributed pro rata to
21 California Class Members who cashed or otherwise negotiated a settlement check, or, if a second
22 distribution is impractical on the basis that the amount remaining in the Net Fund is similar to or
23 less than the cost of a second distribution, it shall be donated to cy pres designee Bet Tzedik
24 Legal Services.

25 The portion of the Net Fund allocated to Putative Collective Members who do not become
26 Participating Collective Members and who are not also Participating California Class Members,
27 as well as the portion of the Net Fund allocated to Participating Collective Members who are not
28 also Participating California Class Members but who do not timely cash their checks after the

1 150-day deadline, will be returned to Respondent.

2 Any PAGA payment check not cashed shall revert to the California unclaimed property
3 fund under the name of the PAGA Member.

4 **X. DISMISSAL WITH PREJUDICE**

5 The Released California Claims, Released Collective Claims, and Released PAGA
6 Claims asserted in the Arbitration are dismissed with prejudice.

7 By operation of the entry of the Final Award, except as to such rights or claims as may be
8 created by the Settlement Agreement, each Participating California Class Member, on his or her
9 behalf and on behalf of his or her respective current, former and future heirs, spouses, executors,
10 administrators, agents, and attorneys, forever and fully releases the Releasees from the Released
11 California Claims and consents to the arbitration process.

12 By operation of the entry of the Final Award, except as to such rights or claims as may be
13 created by the Settlement Agreement, each Participating Collective Member and each California
14 Class Member who timely and validly submits a Claim Form and/or cashes or otherwise
15 negotiates a Settlement Check, on his or her behalf, and on behalf of his or her respective current,
16 former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and
17 fully releases the Releasees from the Released Collective Claims and also again consents to the
18 arbitration process.

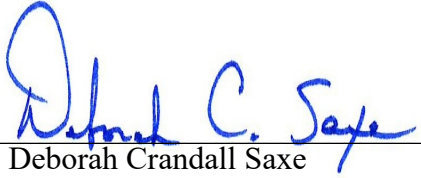
19 By operation of the entry of the Final Award, except as to such rights or claims as may be
20 created by the Settlement Agreement, the State of California forever and fully releases the
21 Releasees from the Released PAGA Claims, and each PAGA Member, on his or her behalf, and
22 on behalf of his or her respective current, former and future heirs, spouses, executors,
23 administrators, agents, and attorneys, forever and fully releases the Releasees from the Released
24 PAGA Claims, and will likewise consent to this arbitration process.

25 The Parties have acknowledged and agreed, and the Arbitrator acknowledges, that no
26 action taken by Respondent, either previously, in connection with the Settlement Agreement, or
27 the approval process, is intended to be and is not construed as either (a) an admission of the truth
28 or falsity of any actual or potential claims or (b) an acknowledgment or admission by Respondent

1 of any fault or liability to Claimants or to any third party. Rather, Respondent has agreed to the
2 terms of the Settlement Agreement in an effort to find an efficient and amicable resolution to the
3 dispute.

4 **IT IS SO ORDERED.**

5 Dated: February 25, 2021

6 
7 Deborah Crandall Saxe
8 Arbitrator

PROOF OF SERVICE BY E-Mail

Re: Chiou, Jessica, et al. vs. Sumo Logic, Inc.
Reference No. 1220065681

I, Monique Childs, not a party to the within action, hereby declare that on February 26, 2021, I served the attached FINAL AWARD on the parties in the within action by electronic mail at Los Angeles, CALIFORNIA, addressed as follows:

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I declare under penalty of perjury the foregoing to be true and correct. Executed at Los Angeles, CALIFORNIA on February 26, 2021.

/s/ Monique Childs
Monique Childs
JAMS
MChilds@jamsadr.com