

SETTLEMENT AGREEMENT AND RELEASE

Claimants Jessica Chiou, Samuel Falter, and Vincent Saldivar (“Claimants”) and Respondent Sumo Logic, Inc. (“Sumo Logic” or “Respondent”) (collectively with Claimants, the “Parties”) hereby enter into this Settlement Agreement and Release (the “Agreement”) to resolve certain claims under Private Attorney General Act of 2004 and other claims of Claimants and class and collective members (as set forth more fully below).

RECTICALS

- A. WHEREAS, in 2019 Respondent reviewed its workforce classifications in light of current and evolving wage and hour rules and regulations;
- B. WHEREAS, on September 11, 2019, while Respondent was in the process of reviewing its workforce classifications and making certain adjustments, Claimants’ counsel sent Respondent a letter on behalf of certain prospective class members, in which they asserted that Respondent misclassified its Sales Representatives (as defined below) as exempt from overtime, and invited Respondent to engage in settlement negotiations, which Respondent accepted in a good faith effort to resolve any potential concerns;
- C. WHEREAS, on or before October 24, 2019, the Parties agreed to engage in dialogue regarding the possibility of a resolution of the threatened wage and hour claims through a mediation process, and on or around October 24, 2019, agreed to toll the limitations period on those claims, which was memorialized in a tolling agreement;
- D. WHEREAS, the Parties also entered into a Stipulation Regarding the Production and Exchange of Confidential Information (“Confidentiality Stipulation”), in connection with the exchange of information as part of the resolution discussions and related mediation, to which the Parties and their counsel agree to remain bound;
- E. WHEREAS, on or around November 12, 2019, the Parties amended the above-referenced tolling agreement and identified Samuel Falter and Vincent Saldivar as additional potential Claimants;
- F. WHEREAS, on February 13, 2020, the Parties participated in a full-day mediation session with the assistance of experienced wage and hour class and collective action mediator Deborah Crandall Saxe, and were unable to reach a resolution of the claims, but agreed to continue settlement discussions;
- G. WHEREAS on May 21, 2020 the Parties participated in a second full-day mediation session with Ms. Saxe during which they were again unable to reach an accord but agreed to continue settlement discussions for a short additional period;
- H. WHEREAS, on June 3, 2020, the Parties entered into a Supplemental Tolling

Agreement, effective May 28, 2020, which the Parties agreed to extend by mutual written agreement on June 12, 2020, and June 17, 2020, through June 23, 2020;

- I. WHEREAS, with the continued assistance of Ms. Saxe, the Parties agreed to a settlement in principle, with a memorandum of understanding fully executed on June 23, 2020;
- J. WHEREAS on July 30, 2020, the Parties entered into a Second Supplemental Tolling Agreement, effective June 23, 2020, which continues in effect until thirty (30) days after the Funding Date (all tolling agreements referred to collectively as “tolling agreements”);
- K. WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the claims, if not settled now, might result in a recovery less favorable to Claimants and class and collective members, and might not occur for several years, Claimants’ Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that the Agreement is in the best interests of Claimants and class and collective members;
- L. WHEREAS, Respondent has denied and continues to deny all allegations made by Claimants, has denied and continues to deny that Sales Representatives were misclassified under the Fair Labor Standards Act, California wage and hour law, or any other applicable law, that Respondent is liable or owes damages or penalties to anyone with respect to the alleged facts or causes of action subject to this Agreement, and that the claims subject to this Agreement are appropriate for class or collective treatment, except for the purposes of settlement only. Nonetheless, without admitting or conceding any liability or damages whatsoever, Respondent has agreed to settle this dispute on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigating such claims; and
- M. NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

1.1. Agreement or Settlement means this Settlement Agreement and Release.

1.2. Application for Final Approval means documents and materials to be filed with the Arbitrator pursuant to Section 8, seeking final approval of the settlement, attorneys’ fees and expenses, and Service Awards.

1.3. Arbitrator means Deborah Crandall Saxe of JAMS.

- 1.4. **Award Confirmation** means an order entered by a court of competent jurisdiction that confirms the Final Approval Award.
- 1.5. **Bar Date** means the date that is sixty (60) days from the date of the initial mailing of Notices, except for Class Members to whom Notice was re-mailed, for whom the Bar Date shall be the later of the sixty (60) days from the initial mailing or forty-five (45) days from the date of re-mailing, whichever is later. The Bar Date is the date by which any Putative Collective Member who wishes to qualify as a Participating Collective Member must timely file a Claim Form pursuant to Section 5.E, and the deadline for Objections or California Class Members' Opt-out Statements, if any.
- 1.6. **California Class Members** means the 79 SDRs employed by Sumo Logic in California during the period October 28, 2015 through October 28, 2019 and the 79 Mid-Markets (147 unique employees) employed by Sumo Logic in California during the period October 28, 2015 through May 21, 2020.
- 1.7. **Claim Form** means the form that Putative Collective Members must return or submit electronically by the Bar Date to become Participating Collective Members, and which California Class Members may return or submit electronically to release the Released Collective Claims as set forth in Section 5. The Claim Form is subject to approval by the Arbitrator and shall include an express consent to arbitration. A copy of the Claim Form will be attached to the Notices.
- 1.8. **Class Counsel** means Outten & Golden LLP.
- 1.9. **Class List** means a list of all Class Members, including their names, last known addresses, last known personal telephone and cell phone numbers, last known personal email addresses, social security numbers, dates and locations of employment as SDRs and/or Mid-Markets, and the amount of each Class Member's Prior Payment, if any, as defined below.
- 1.10. **Class Members** means all Putative Collective Members, California Class Members, and PAGA Members.
- 1.11. **Respondent or "Sumo Logic"** means Sumo Logic, Inc.
- 1.12. **Respondent's Counsel** means Jason Storck and Nedim Novakovic of Wilson Sonsini Goodrich & Rosati, 900 S. Capital of Texas Hwy, Las Cimas IV, 5th Floor, Austin TX 78746 and 650 Page Mill Road, Palo Alto, CA 94304, respectively.

- 1.13. Effective Date** means the date on which this Agreement is fully executed.
- 1.14. Eligible Workweek** means each calendar week worked by an SDR or Mid-Market during the relevant class, collective, and/or PAGA period.
- 1.15. Eligible PAGA Workweek** means each calendar week during which Respondent employed a PAGA Member during the relevant PAGA Period.
- 1.16. Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation in this Action, including but not limited to FICA, FUTA, and SUTA obligations.
- 1.17. Fairness Hearing** means the hearing before the Arbitrator relating to the application for Final Approval Award.
- 1.18. Final Approval Award** means the Award entered by the Arbitrator after the Fairness Hearing, approving the terms and conditions of this Agreement, authorizing distribution of the Settlement Checks, Service Awards, and attorneys' fees and costs, pursuant to JAMS Class Action Procedures Rule 5 and Rule 6 and consistent with this Agreement.
- 1.19. Funding Date** means ten (10) business days after the Arbitrator's issuance of the Final Approval Award.
- 1.20. Mid-Market Role or Mid-Market** means any employee of Respondent who worked as an Account Executive, Commercial Account Executive, Corporate Account Executive, Mid-Market Account Executive, or SMB Account Executive. This Settlement does not include individuals who worked solely in an Enterprise role with the Respondent. Enterprise roles are not covered by this settlement.
- 1.21. Net Fund** means the Total Settlement Amount less (1) Arbitrator-approved Claimants' attorney's fees and expenses; (2) Arbitrator-approved Service Awards; (3) applicable payroll taxes corresponding to the amounts paid to Participating California Class Members and Participating Collective Members; (4) the PAGA Fund; (5) Settlement Administrator's fees and costs, and (6) any applicable arbitration fees and costs, as set forth under Section 2.E below.
- 1.22. Notice or Notices** means the Arbitrator-approved Notice of Proposed Class Action Settlement (for California Class Members) and Notice of Proposed Collective Action Settlement (for Putative Collective Members who are not also California Class Members), as authorized in the Preliminary Approval Award,

substantially in the form of Exhibits A-1 and A-2.

- 1.23. **Objector** means an individual who properly files an Objection to the Settlement and does not include any California Class Member who opts-out of this Settlement or any Putative Collective Member who does not opt into this Settlement.
- 1.24. **Opt-Out Statement** is a written, signed statement that an individual California Class Member has decided to opt out and be excluded from this Settlement.
- 1.25. **PAGA Check Enclosure Letter** means the letter attached hereto as Exhibit D, which the Settlement Administrator shall mail to PAGA Members together with the Settlement Check for the PAGA Member's Net PAGA Amount, which shall reiterate the consent to arbitration by negotiating such check.
- 1.26. **PAGA Fund** means \$44,700 of the Total Settlement Amount that is attributed to the settlement of the PAGA claims of PAGA Members. Seventy-five percent (75%) of the PAGA Fund, or thirty thousand dollars (\$33,525) shall be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%), or ten thousand dollars (\$11,175) of the PAGA Fund shall be paid to the PAGA Members ("PAGA Payment") as set forth in Section 11.4 below.
- 1.27. **PAGA Members** means the SDRs employed by Sumo Logic in California during the period of June 24, 2019 through October 28, 2019 and the Mid-Markets employed by Sumo Logic in California during the period June 24, 2019 through May 21, 2020.
- 1.28. **PAGA Period** means June 24, 2019 through October 28, 2019 for SDRs employed by Sumo Logic in California ("SDR PAGA Period"); and June 24, 2019 through May 21, 2020 for Mid-Markets employed by Sumo Logic in California ("Mid-Market PAGA Period").
- 1.29. **Participating California Class Members** means all California Class Members who do not timely submit Opt-Out Statements before the Bar Date.
- 1.30. **Participating Collective Member** means all Putative Collective Members who timely submit valid Claim Forms before the Bar Date.
- 1.31. **Claimants** means Jessica Chiou, Samuel Falter, and Vincent Saldivar.
- 1.32. **Prior Payment or Prior Payments** means payments Respondent made to Class Members for wage and hour claims in or about October 2019 when those Class

Members were Respondent's current employees, and as confirmed on the Class List.

- 1.33. Preliminary Approval Order** means the Order entered by the Arbitrator: (1) construing the arbitration clause pursuant to JAMS Class Action Procedure Rule 2 and related arbitrability; (2) preliminarily certifying the California Class under JAMS Class Action Procedure Rule 3 solely for the purpose of effectuating the Agreement; (3) conditionally certifying the Fair Labor Standards Act ("FLSA") Collective pursuant to 29 U.S.C. § 216(b) solely for the purpose of effectuating the Agreement; (4) preliminarily approving the terms and conditions of this Agreement; (5) appointing Class Counsel as defined above; (6) directing the manner and timing of providing Notice to the Class Members pursuant to JAMS Class Action Procedure Rule 4 and Rule 6; and (7) setting dates to effectuate the terms of this Agreement, including the date of the Fairness Hearing.
- 1.34. Preliminary Approval Date** means the date on which the Arbitrator enters the Preliminary Approval Award.
- 1.35. Putative Collective Members** means the 102 SDRs employed by Respondent during the period October 28, 2016 through October 28, 2019, and the 73 Mid-Markets (161 unique employees) employed by Sumo Logic between October 28, 2016 and May 21, 2020.
- 1.36. Qualified Settlement Fund or QSF** means the account established by the Settlement Administrator for the Total Settlement Amount paid by Respondent. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement and the Preliminary Approval Award and Final Approval Award.
- 1.37. Released California Claims** means any and all California claims related to, in connection with, or involving wage and hour issues that accrued during the California Class Member's employment with Sumo Logic as an exempt-classified SDR and/or Mid-Market, and/or in connection with separation of employment therefrom, relating back to the full extent of the applicable statutes of limitations, including any period tolled by the Parties' tolling agreements, and continuing through October 24, 2019 for SDRs and May 21, 2020 for Mid-Markets, including, without limitations, claims for unpaid wages, premium pay of any kind, related penalties, interest, liquidated damages, attorneys' fees, costs, and expenses pursuant to California wage and hour law, such as, but not limited to, California Business and Professions Code section 17200, California Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 510, 512, 1194, 1198, 2699, and 2802, and the applicable California Industrial Commission Wage Order.

- 1.38. Released Collective Claims** means any and all claims related to, in connection with, or involving wage and hour issues that accrued during the Class Member's employment with Sumo Logic as an exempt-classified SDR and/or Mid-Market, relating back to the full extent of the applicable federal and state statutes of limitations, including any period tolled by the Parties' tolling agreements, and continuing through October 24, 2019 for SDRs and May 21, 2020 for Mid-Markets, including, without limitations, all claims for unpaid wages, premium pay of any kind, related penalties, interest, liquidated damages, attorneys' fees, costs, and expenses pursuant to any federal, California, or any other applicable wage and hour law based on the state of work, such as, but not limited to, the Fair Labor Standards Act.
- 1.39. Released PAGA Claims** means any and all claims relating to penalties collectible under the California Private Attorneys General Act that accrued during the PAGA Member's employment as an SDR or Mid-Market, relating back to the full extent of the applicable statute of limitations and continuing through October 24, 2019 for SDRs and May 21, 2020 for Mid-Markets.
- 1.40. Releasees** means Respondent, its respective affiliates, subsidiaries, predecessors, successors, and all other related entities, including but not limited to all of its incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities.
- 1.41. Reminder** means the text set forth in Exhibit C hereto, which the Settlement Administrator shall send via e-mail, text, and First Class United States Mail postcard to Putative Collective Members who have not returned a Claim Form thirty (30) days after the initial dissemination of the Notice.
- 1.42. Sales Development Representatives or SDRs** means any employee of Respondent who worked as a Sales Development Representative, Senior Sales Development Representative, Inbound Sales Development Representative, Outbound Sales Development Representative, Senior Outbound Sales Development Representative, Business Development Representative, Outbound Business Representative, Inside Sales Representative, SDR Team Leader, Sales Development Team Lead, Federal Inside Sales Representative, or Mid-Market Outbound Business Representative.
- 1.43. Settlement Administrator** means the qualified administrator selected pursuant to Section 4.A to disseminate the Notice, administer the calculation, allocation, and distribution of the QSF, and perform the administrative duties in Section 4 below and elsewhere in this Agreement.

- 1.44. Settlement Checks** means checks issued to Participating Collective Members and Participating California Class Members for their share of the Net Settlement Fund, calculated in accordance with this Agreement; and checks issued to PAGA Members for their share of the PAGA Fund, calculated in accordance with this Agreement, in each case, such checks shall have an enclosure confirming consent to the arbitration process by negotiating the check, which notification shall also be provided on the back all such checks, the text of which is set forth in Section 12.1.B.
- 1.45. Service Awards** means awards the Arbitrator approves for Claimants Jessica Chiou, Samuel Falter, and Vincent Saldivar up to twelve thousand five hundred dollars (\$12,500.00) each in recognition for their services as class representatives.
- 1.46. Total Settlement Amount** refers to Four Million Four Hundred Seventy Thousand Dollars (\$4,470,000.00), the maximum amount Respondent has agreed to pay, subject to Paragraph 11.1.C.

2. AGREEMENT TO ARBITRATE CLASS ACTION AND COLLECTIVE ACTION SETTLEMENT APPROVAL

- A. Agreement to Arbitrate.** The Parties hereby agree to submit this Settlement for approval to the Arbitrator. The Parties will ask the Arbitrator to approve this Settlement, by granting Preliminary Approval and ultimately Final Approval of this Settlement, as specified in this Agreement. Claimants and Respondent do not agree to arbitrate any matters other than the approval and implementation of this Settlement Agreement and issues related to that process as set forth in this Agreement. The parties have agreed to waive their right to appeal from any decision of the Arbitrator.
- B. Arbitration Demand.** Pursuant to the terms of this Agreement, within seven (7) days after the execution of this Agreement by Claimants and Respondent, Class Counsel will file with JAMS a Demand for Arbitration on behalf of Claimants and Class Members to initiate the Arbitration. The Demand shall specifically seek enforcement of this Settlement Agreement and shall limit the Arbitrator's jurisdiction accordingly. A copy of the Demand is attached hereto as Exhibit F.
- C. Arbitration Procedures.** The Parties acknowledge that all class or collective action matters overseen by JAMS are subject to the JAMS Arbitration Rules and JAMS Class Action Procedures, subject to the terms agreed upon by the Parties herein.

- D. **Appointment of Arbitrator.** The Parties agree to the appointment of the Deborah Crandall Saxe to act as the Arbitrator.
- E. **Costs of Arbitration.** The Arbitration fees and shall be paid from the Total Settlement Amount, up to a total of \$15,000 in fees from the Arbitrator and \$2,000 in JAMS fees.

3. APPLICATION FOR PRELIMINARY APPROVAL

- A. **Timing.** Within seven (7) days after the execution of this Agreement, together with the Arbitration Demand, Class Counsel shall file a Motion for Preliminary Settlement Approval (“Preliminary Approval Motion”). Claimants’ Counsel will provide Respondent’s counsel with a copy of the Preliminary Approval Motion two (2) days in advance, where Respondent’s counsel will have an opportunity to review and comment.
- B. **Content.** The Preliminary Approval Motion shall include: (1) the proposed Notices and Claim Forms attached hereto as Exhibits A-1, A-2, and B; (2) a proposed Preliminary Approval Award; and (3) the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying a Class and Collective under JAMS Rules, Fed. R. Civ. P. 23, 29 U.S.C. § 216(b), for settlement purposes only, and preliminarily approving the Agreement. The Preliminary Approval Motion also will seek the setting of the Bar Date for Putative Collective Members to submit Claim Forms, for California Class Members to object to this Agreement, and for California Class Members to opt-out and for a Fairness Hearing for Final Approval of the settlement before the Arbitrator at the earliest practicable date.

4. SETTLEMENT ADMINISTRATOR

- A. **Retention.** Class Counsel has selected JND Class Action Administration to serve as the Settlement Administrator, with Respondent’s approval.
- B. **Settlement Administration Costs.** The Settlement Administrator’s costs and expenses, not to exceed \$20,000, shall be paid from the Total Settlement Amount.
- C. **Responsibilities of the Settlement Administrator.** The Settlement Administrator shall be responsible for: preparing, printing, and disseminating to Class Members the Notices and Claim Forms and reminders, including any electronic notices, as provided herein; performing a skip trace up to two (2) times and resending, within one day of receipt, any Notice and Claim Form returned without a forwarding address or resending to those with a new forwarding address; responding to requests or communications made by the Parties; preparing, monitoring,

and maintaining a website where Class Members can review additional information regarding the settlement and submit a Claim Form; preparing, monitoring, and maintaining a telephone number with phone answerers as well as monitoring of any electronic responses; promptly furnishing to counsel for the Parties copies of any Objections and Opt-Out Statements that the Settlement Administrator receives; receiving, retaining, and reviewing the Claim Forms submitted by Class Members; providing counsel for the Parties with copies of all Claim Forms submitted by Class Members; keeping track of Opt-Out Statements, Objections, or otherwise, including maintaining the original mailing envelope in which the request was mailed, as well as copies of any electronic notices; providing Class Counsel with a list of the names, addresses, and contact information for Participating Collective Members and California Class Members who do not opt-out after the expiration of the Bar Date; distributing the Settlement Checks to Participating Collective Members, Participating California Class Members, and PAGA Members, including the PAGA Check Enclosure Letter for PAGA Members; preparing, sending, and/or wire transferring Class Counsel's approved attorneys' fees and costs; mailing Service Awards in accordance with this Agreement and the Final Approval Award; remitting required amounts to the LWDA pursuant to the provisions of PAGA; referring to Class Counsel all inquiries by Class Members regarding matters not within the Settlement Administrator's duties specified herein; responding to inquiries of Class Counsel and Respondent's Counsel consistent with the Settlement Administrator's duties specified herein; promptly apprising counsel for the Parties of the activities of the Settlement Administrator; maintaining adequate records of its activities, including the dates of the mailing of Notices and mailing and receipt of Claim Forms, including any sent electronically, returned mail and other communications and attempted written or electronic communications with Class Members, confirming in writing to Class Counsel and Respondent's Counsel its completion of the administration of the Agreement; timely responding to communications from the Parties and their counsel; calculating the settlement amounts; reporting on the status of the settlement to the Parties on a weekly basis; notifying counsel for all Parties of all timely and untimely submissions; providing a compliance affidavit in connection with the Application for Final Approval; providing Respondent's Counsel with a redacted photocopy of each endorsed settlement check; diligent efforts in locating all Class Members, including calling Class Members, if necessary; establishing and administering the QSF; calculating and paying, as provided herein, all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; handling the California unclaimed property process for any Settlement Check to a California Class

Member or PAGA Member not cashed; and such other tasks as set forth herein, or as the Parties mutually agree, or as otherwise determined by the Settlement Administrator as necessary in effectuating its notice duties.

- D. Settlement Administrator Indemnity.** The Settlement Administrator shall indemnify the Parties and counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters.
- E. Access to the Settlement Administrator.** The Parties will have equal access to the Settlement Administrator throughout the claims administration period. Respondent shall provide the Settlement Administrator with the information necessary to calculate the estimated settlement amounts and Settlement Checks for the Putative and Participating Collective Members, California Class Members, Participating California Class Members, and PAGA Members, and both Parties shall reasonably assist the Settlement Administrator in locating Class Members.

5. NOTICE AND CLAIM FORMS TO CLASS MEMBERS

- A. Class List.** Within seven (7) days of the date of the Preliminary Approval Award, Respondent's Counsel shall provide the Settlement Administrator and Class Counsel with the Class List.
- B. Notices.** The Notices will include a description of the claims and this Agreement, information about the arbitration process, the estimated amount of each Class Member's Settlement Check, and the opportunity (and consequences) of objecting or opting out (for California Class Members), or to participate by filing a Claim Form and/or by cashing or otherwise negotiating a Settlement Check, and/or appear at the Fairness Hearing, as applicable. Within twenty-one (21) days of the Preliminary Approval Date, the Settlement Administrator shall send to all Class Members, via First Class United States Mail, e-mail, as well as by any other electronic means agreed to by the Parties (including text message with link to the website), the Arbitrator-approved Notice and Claim Form, enclosing a postage pre-paid return envelope for any physical mailing.
- C. Skip Trace and Re-mailing.** The Settlement Administrator will use all commercially reasonable means to confirm Class Members' addresses and obtain new addresses as necessary, including electronic mail addresses. In the event that a Notice and Claim Form mailed to a Class Member is returned as undeliverable, physically or electronically, the Settlement Administrator shall attempt to obtain the correct address of such person, including up to two (2) skip traces, and shall attempt a re-mailing provided

it obtains a more recent address, including electronic mail addresses and other electronic means agreed to by the Parties. The Settlement Administrator shall also mail and/or email a Notice and Claim Form to any Class Member who contacts the Settlement Administrator or Class Counsel during the time period between the initial mailing of the Notice and the Bar Date and requests a Notice and Claim Form. In advance of the Fairness Hearing, the Settlement Administrator will submit a compliance affidavit reflecting completion of these efforts.

- D. Reminder.** The Settlement Administrator shall send the reminder attached hereto as Exhibit C via e-mail, text, and First Class United States Mail postcard to each Putative Collective Member who has not opted in after the initial dissemination of the Notice. In advance of the Fairness Hearing, the Settlement Administrator will submit a compliance affidavit reflecting completion of these efforts.
- E. Bar Date.** The Bar Date shall be sixty (60) days from the date of the initial mailing, except for Class Members to whom Notice was re-mailed, for whom the Bar Date shall be the later of the sixty (60) days from the initial mailing or forty-five (45) days from the date of re-mailing, whichever is later. Putative Collective Members who return their Claim Forms by the Bar Date will be deemed Participating Collective Members. To be effective for the purposes of becoming a Participating Collective Member, a Claim Form must be post-marked, faxed, emailed, submitted/completed online, or otherwise received by the Settlement Administrator by the Bar Date and include a signature in the designated area. To the extent a mailed Claim Form does not bear a post-mark, the Claim Form will be deemed timely if the Settlement Administrator receives it within three (3) days of the Bar Date. Putative Collective Members who were unable to file the Claim Form by the Bar Date due to good cause, such as change of address, military service, hospitalization, or other extraordinary circumstances, as determined by the Settlement Administrator, shall have until three (3) days before the Fairness Hearing in which to return their Claim Form and become a Participating Collective Member.
- F. Cure Notice.** A Claim Form must be signed and returned to the Settlement Administrator or bear a postmark date that is on or before the Bar Date. If a Claim Form is returned to the Settlement Administrator and not signed, the Settlement Administrator shall send a notice via email and U.S. Mail advising the relevant Class Member of the defect and include a new Claim Form with an enclosed, postage paid return envelope (or link to the electronic Claim Form) to be completed (“Cure Notice”). The Class

Member shall then have until the Bar Date or fifteen (15) days after the Cure Notice is sent, whichever is longer, to return the new Claim Form and provide the missing information.

- G.** Participating California Class Members will receive a Settlement Check regardless of whether they return a Claim Form.
- H.** For the purposes of this Agreement, Claimants are deemed to be Participating Collective Members and Participating California Class Members and are not required to file a Claim Form.
- I. Arbitration Notice.** All Notices, Claim Forms, and related communications to Class Members shall include clear and conspicuous language regarding the arbitration of the action, and explain how Participating Collective Members, Participating Class Members, and PAGA Members consent to and are bound by such process.

6. CALIFORNIA CLASS MEMBER OPT-OUTS

- A.** California Class Members who choose to opt-out of the settlement as set forth in this Agreement must mail via First Class United States Mail, a written, signed statement to the Settlement Administrator that states he or she is opting out of the Settlement, and include his or her name, address, telephone number, and a statement indicating his or her intention to opt-out, such as: “I opt out of the Sumo Logic wage and hour settlement.” (“Opt-out Statement”). To be effective, an Opt-out Statement must be post-marked or otherwise received by the Bar Date.
- B.** The Settlement Administrator will stamp the received date on the original of each Opt-out Statement that it receives and shall serve copies of each Opt-out Statement on Class Counsel and Respondent’s Counsel not later than three (3) days after receipt. The Settlement Administrator shall provide all Opt-out Statements in its compliance affidavit to be filed with the Application for Final Approval. The Settlement Administrator will retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

7. OBJECTIONS TO SETTLEMENT

- A.** Participating California Class Members who wish to present objections to the settlement or the Agreement at the Fairness Hearing must first do so in

writing (“Objection”). To be considered, such Objection must be sent to the Settlement Administrator and post-marked or otherwise received by the Bar Date. The Objection must include all reasons for objection to the settlement or the Agreement, and any supporting documentation. The Objection must also include the name, address, and telephone number for the Class Member making the objection (the “Objector”). The Settlement Administrator will stamp the date received on the original and send copies of each Objection, supporting documents, as well as a copy of the Notice and Claim Form mailed to the Objector, to Class Counsel and Respondent’s Counsel by email no later than three (3) days after receipt of the objection. A California Class Member who opts out may not object. A Putative Collective Member who does not opt in may not object. By objecting, a Participating Class Member or Participating Collective Member is indicating his or her assent to the arbitration process.

- B.** An Objector has the right to appear at the Fairness Hearing either on his or her own behalf or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in writing on his or her written Objection at the time he or she submits his or her written Objection. An Objector may withdraw his or her Objection at any time, subject to Arbitrator approval pursuant to JAMS Class Action Procedures Rule 6(d).
- C.** The Parties may file with the Arbitrator written responses to any filed Objections no later than three (3) days before the Fairness Hearing.

8. FAIRNESS HEARING AND APPLICATION FOR FINAL APPROVAL

- A.** After the Bar Date, in accordance with the schedule set by the Arbitrator in the Preliminary Approval Award and in advance of the Fairness Hearing, Class Counsel shall file supporting documents and materials for Final Approval of the Settlement (“Application for Final Approval”). The Application for Final Approval will include a compliance affidavit from the Settlement Administrator; an application for attorneys’ fees, costs, and Service Awards; supporting affidavits and documents from Class Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to the Agreement; and a proposed Final Approval Award.
- B.** At the Fairness Hearing and through the Application for Final Approval, the Parties shall request that the Arbitrator, among other things: (1) finally certify the California Class for purposes of settlement only; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and

binding on all PAGA Members, Participating California Class Members and all Participating Collective Members; (3) order the Settlement Administrator to distribute Settlement Checks to the Participating Collective Members and Participating California Class Members, and PAGA Payments and the PAGA Notice to PAGA Members; (4) order Service Awards, Attorneys' Fees and Costs, administration expenses, and other payments, to be made from the QSF; (5) order dismissal with prejudice of all Released California Claims and Released Collective Claims asserted in the Arbitration, as set forth herein; (6) order entry of the Final Approval Award in accordance with this Agreement; and (7) retain jurisdiction over the interpretation, implementation, and enforcement of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation or enforcement of this Agreement and of the settlement contemplated hereby.

9. **CONFIRMATION OF FINAL APPROVAL AWARD.** Respondent may request an Award Confirmation of the Final Approval Award. If such request is made, Claimants agree not to oppose Respondent's request for Award Confirmation, which shall be jointly filed by the Parties.

10. **TERMINATION OF AGREEMENT**

A. **Grounds for Settlement Termination.** Either Party may terminate the Agreement if the Arbitrator declines to enter the Preliminary Approval Award or Final Approval Award, except if the Arbitrator declines to enter the Preliminary Approval Award or Final Approval Award due solely to the amount of attorneys' fees sought by Class Counsel. This Agreement is not contingent upon approval by the Arbitrator of Class Counsel's application for attorneys' fees, and if the Arbitrator approves the settlement payment amount allocated to the Class Members as set forth in this Agreement, but not the application for attorneys' fees, (i) the Agreement may not be terminated, and (ii) any Arbitrator-required reduction of the attorneys' fees will be reallocated to Class Members as part of the Net Fund. Respondent will not oppose (a) an application for attorneys' fees of up to one-third of the Total Settlement Amount, plus litigation costs not to exceed \$30,000, to be paid out of the Total Settlement Amount, and/or (b) a motion for reconsideration of such application. Without limiting the foregoing termination rights in this Section 10.A, if (i) Respondent requests an Award Confirmation of the Final Approval Award and (ii) the court in which the request is filed rejects the Final Approval Award within thirty (30) days of the Arbitrator's issuance of the Final Approval Award, then any Party to this Agreement may terminate this Agreement ("Confirmation Termination").

B. **Procedures for Termination.** To terminate this Agreement, the

terminating Party shall give written notice to the other Party via email and overnight mail.

C. Effect of Termination. Termination shall have the following effects:

1. The Agreement shall be terminated as to the affected Parties and shall have no force or effect.
2. Respondent shall have no obligation to make any payments to any party, Class Member, or Class Counsel, or the Settlement Administrator. In the case of a Confirmation Termination, any unissued money from the QSF shall revert to Respondent and any money already issued out from the QSF shall be recovered by Respondent, except as may otherwise be agreed to by Respondent in writing separate and subsequent to this Agreement.
3. If the Arbitrator grants Preliminary Approval but not Final Approval, the Settlement Administrator will provide an Arbitrator-approved notice to Class Members that the Agreement did not receive Final Approval and that, as a result, no payments will be made to Class Members under the Agreement. Such notice shall be sent by the Settlement Administrator via email and First Class United States Mail.
4. The Parties may jointly or individually seek reconsideration of a ruling by the Arbitrator declining to enter the Preliminary Approval Award or Final Approval Award in the form submitted by the Parties, or seek approval of a renegotiated settlement.
5. The Parties will each pay an equal share of the total reasonable cost and fees billed by the Settlement Administrator for work the Settlement Administrator has done prior to, and including, the date this Agreement is terminated by any Party.
6. Subject to 10.C.2, the Arbitration will be dismissed without prejudice as if no arbitration had been filed and no settlement had been attempted; and the Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in prior to the entering of this Agreement, including the Parties' previous tolling agreements. Respondent retains the right to contest whether the claims should be maintained as a class or collective action, and to contest the merits of the claims being asserted. The Preliminary Approval Award approving the settlement and certifying the class for settlement purposes only shall be null and void and the case may be certified only if Claimants are granted class or collective

certification after full briefing on a motion for such certification, or if the Parties agree otherwise.

11. SETTLEMENT TERMS

11.1. Settlement Amount

- A. **Total Settlement Amount.** Respondent agrees to pay a Total Settlement Amount of Four Million Four Hundred and Seventy Thousand Dollars (\$4,470,000.00).
- B. **Funding Date.** Respondent shall pay the Total Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator on or by the Funding Date. The Settlement Administrator shall be authorized to begin distributing Settlement Checks and payments from the QSF as set forth below.
- C. **Increase in Net Fund.** Respondent represents that the total number of Class Members is no more than 192. Should the number of claimants increase by more than 5%, the Net Fund will increase by a proportionate additional amount for each additional claimant, provided that Respondent will fund the the additional amount to the QSF and such additional claimants above that percentage will be included in the class and settlement.
- D. **Unclaimed Funds.**
 - 1. **California Class Members.** Any portion of the Total Settlement Amount allocated to California Class Members not distributed as per the terms hereof, including any interest accrued on the Qualified Settlement Fund, and any check not cashed after the expiration of the 150 days following issuance of checks to any California Class Members shall be redistributed *pro rata* to California Class Members who cashed or otherwise negotiated a settlement check, or, if a second distribution is impractical on the basis that the amount remaining in the Net Fund is similar to or less than the cost of a second distribution, it shall be donated to *cy pres* designee Bet Tzedik Legal Services, which was jointly selected by the Parties and subject to approval of the Arbitrator.
 - 2. **Collective Members.** The portion of the Net Fund allocated to Putative Collective Members who do not become Participating Collective Members and who are not also Participating California Class Members, as well as the portion of the Net Fund allocated to Participating Collective Members who are not also Participating California Class Members but who do not timely cash their checks

after the 150-day deadline, will revert to Respondent.

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

11.2. Attorneys' Fees, Expenses and Costs

- A. At the Fairness Hearing and through the Application for Final Approval, Class Counsel will petition the Arbitrator for an award of attorneys' fees of up to one-third of the Total Settlement Amount, plus reimbursement of their actual litigation expenses and costs up to \$30,000 to be paid from the QSF. Respondent will not oppose this application.
- B. The substance of Class Counsel's application for attorneys' fees and costs is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement. The outcome of any proceeding related to Class Counsel's application for fees and costs shall not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Application for Final Approval. Any amount not approved by the Arbitrator will become part of the Net Fund to be distributed to Participating Collective Members and Participating California Class Members.
- C. Seven (7) days after the Funding Date, the Settlement Administrator will wire Arbitrator-approved attorneys' fees and costs to Class Counsel.

11.3. Service Awards

- A. In return for services rendered to the Class Members, Claimants will apply to the Arbitrator to receive up to Twelve Thousand Five Hundred Dollars (\$12,500.00) each as Service Awards from the Total Settlement Amount.
- B. The application for Service Awards is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement. The outcome of the Arbitrator's ruling on the application for Service Awards will not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Application for Final Approval, Final Approval Award, or the fairness or reasonableness of this Agreement. Respondent will not oppose Claimants' application for Service Awards. Any amount not approved by the Arbitrator will become part of the Net Fund to be distributed to Participating Collective Members and California Class Members.
- C. In consideration of Claimants receiving their Service Awards, Claimants will execute a separate general release in the form attached as Exhibit E.
- D. Seven (7) days after the later of the Funding Date or the effective date of

the general release in accordance with applicable federal, state, and local laws, the Settlement Administrator will mail Service Awards to Claimants.

11.4. Private Attorneys General Act Payment. The Parties agree that Forty-Four Thousand Seven Hundred Dollars (\$44,700) of the Total Settlement Amount shall be allocated as settlement of claims under the Private Attorneys General Act (“PAGA”). Seventy-five percent (75%) of that total, or Thirty-Three Thousand Five Hundred Twenty-Five Dollars (\$33,525) shall be paid to California’s LWDA pursuant to the provisions of PAGA. The remaining twenty-five percent (25%) of that total, or Eleven Thousand One Hundred Seventy-Five Dollars (\$11,175) (“PAGA Payment”), shall be distributed to PAGA Members pursuant to the allocation formula as set forth in Section 11.5.B.

11.5. Class Members Payments

A. Allocation to Class Members. Class Members’ estimated proportionate share of the Net Settlement Fund shall be determined by the Settlement Administrator pursuant to the following formula:

1. Class Members will receive one (1) point for each Eligible Workweek worked outside of California;
2. Class Members will receive one and one-fifteenth (1.15) points for each Eligible Workweek worked within California;
3. To calculate each Class Member’s initial proportionate share:
 - a) Add all points for all Class Members together to obtain the “Denominator”;
 - b) Divide the number of points for each Class Member by the Denominator to obtain each Class Member’s “Portion of the Net Settlement Fund”;
 - c) Multiply each Class Member’s Portion of the Net Settlement Fund by the sum of the Net Settlement Fund and the total Prior Payments to determine each Class Member’s initial proportionate share.
4. To reduce the initial proportionate share by the amount of Prior Payments:
 - a) Subtract the amount of each Prior Payment from each Class Member’s initial proportionate share to determine each Class Member’s Prior Payment Adjusted Amount (if the Class Member received no Prior Payment, subtract zero from that Class Member’s initial proportionate share).
 - b) If a Class Member’s Prior Payment Adjusted Amount is

zero or less (“Overpaid Class Member”), the Settlement Administrator will allocate a minimum settlement payment of \$500 to that Class Member, which will be that Class Member’s Final Award Amount. The sum of the negative amounts (the amounts the Overpaid Class Members were overpaid) is the “Amount Overpaid”. The sum of the \$500 payments awarded to all Overpaid Class Members is the “Total Overpaid Class Member Awards”.

5. To determine each of the remaining Class Members’ Final Award Amount: Reduce each Class Member’s Prior Payment Adjusted Amount (excluding Overpaid Class Members) by a proportionate amount of the sum of the Amount Overpaid and the Total Overpaid Class Member Awards.
6. For avoidance of doubt:
 - a) The allocation formula will account for Prior Payments by allocating the sum of the Net Settlement and the total prior payments proportionally to the Class Members and then subtracting the Prior Payment from the Participating Collective Member’s or Participating California Class Member’s proportionate share.
 - b) No Class Member shall be entitled to a double recovery for any one workweek based on their inclusion in both the California Class and the Putative Collective. However, California Class Members who fall within the PAGA Members group shall be entitled to recover from the Net Fund and the PAGA Payment for the same workweek based on their inclusion in both the California Class and the PAGA Members group.
7. Subject to Confirmation Termination, the Settlement Administrator will issue Participating Collective Members’ and Participating California Class Members’ Settlement Checks forty (40) days after the Funding Date.

B. Allocation to PAGA Members. PAGA Members’ estimated proportionate share of the PAGA Fund shall be determined by the Settlement Administrator pursuant to the following formula:

1. PAGA Members will receive one (1) point for each Eligible PAGA Workweek;
2. To calculate each PAGA Member’s proportionate share of the

PAGA Fund:

- a) Add all points for all PAGA Members together to obtain the “Denominator”;
- b) Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member’s “Portion of the PAGA Payment”;
- c) Multiply each PAGA Member’s Portion of the PAGA Payment by the PAGA Fund to determine each PAGA Member’s Net PAGA Amount;
- d) Each PAGA Member will receive a separate Settlement Check for the Net PAGA Amount, in addition to the amount they are entitled to recover as a California Class Member.
- e) Subject to Confirmation Termination, the Settlement Administrator will issue PAGA Members’ Settlement Checks forty (40) days after the Funding Date.

C. Class Member Disputes. The calculation of Eligible Workweeks and Eligible PAGA Workweeks shall be based on Respondent’s business records in accordance with this Agreement. If a Class Member disputes Sumo Logic’s records and/or the calculation of his or her Settlement Payment, he or she must note his or her dispute on the Claim Form and provide written documentation supporting his or her contention in connection with submitting the Claim Form. Sumo Logic’s records are presumed to be correct unless the Class Member proves otherwise with documentary evidence. The Settlement Administrator will evaluate the information the Class Member provides and will make the final decision as to any dispute. By disputing workweeks, a Participating Class Member or Participating Collective Member is indicating his or her assent to the arbitration process.

D. Timing of Payments. Forty (40) days after the Funding Date, the Settlement Administrator will mail Settlement Checks to Class Members, Net PAGA Amounts and the PAGA Check Enclosure Letter attached hereto as Exhibit D to PAGA Members, and the PAGA penalty to the LWDA.

E. Check Cashing Period. Class Members will have one hundred and fifty (150) days of the date checks are issued by the Settlement Administrator to cash, deposit, or otherwise negotiate their checks.

F. Check Reminders. The Parties agree that they will use robust efforts to ensure that checks are received by Participating Collective Members,

Participating California Class Members, and PAGA Members, including the administrator's use of email, text messages, U.S. Mail, and other efforts deemed prudent by the Settlement Administrator, for robust contact attempts and multiple reminders to timely negotiate checks prior to the 150-day deadline. The Settlement Administrator will send such e-mail, text message, First Class United States Mail, or other prudent reminders within sixty (60) days after the initial distribution of checks to Participating Collective Members, California Class Members, and PAGA Members who have not yet cashed their Settlement Checks reminding them to negotiate their checks prior to the one hundred and fifty (150) day deadline. Simultaneously with the issuance of the check cashing reminders, the Settlement Administrator shall apprise Class Counsel of the names of Participating Collective Members, California Class Members, and PAGA Members who have not yet cashed their Settlement Check(s). Class Counsel will work with the Settlement Administrator, as needed, to undertake additional efforts for the Settlement Administrator to contact such individuals to remind them to cash their Settlement Check.

11.6. Tax Characterization of Payments

- A.** For tax purposes, 33.33% of payments to Participating Collective Members and California Class Members pursuant to Section 11.5.A shall be treated as W-2 wage payments and 66.67% of such payments shall be treated as 1099 non-wage income as liquidated damages, statutory penalties, and interest.
- B.** 100% of the PAGA Payment to each PAGA Member pursuant to Section 11.5.B shall be treated as 1099 non-wage compensation as statutory penalties.
- C.** Payments treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's name and social security number on an IRS Form W-2. Payments treated as liquidated damages, statutory penalties, and interest shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and social security number on an IRS Form 1099. Payments of attorneys' fees and costs pursuant to Section 11.2 shall be made without withholding. Class Counsel will receive a Form 1099 for this payment. Payment of Service Awards pursuant to Section 11.3 will be reported as deemed appropriate by the Settlement Administrator.
- D.** The employee portion of all applicable payroll taxes for the wage payments and any tax responsibility for the non-wage payments shall be the sole responsibility of the Class Member.

- E. Respondent and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with tax reporting obligations as described in Section 11.6.

12. RELEASE

12.1. Release of Claims and Arbitration Notice

- A. By operation of the entry of the Final Approval Award, except as to such rights or claims as may be created by this Agreement, each individual California Class Member who does not timely opt-out pursuant to this Agreement, on his or her behalf and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released California Claims and consents to the arbitration process.
- B. By operation of the entry of the Final Approval Award, except as to such rights or claims as may be created by this Agreement, each Participating Collective Member and each California Class Member who timely and validly submits a Claim Form and/or cashes or otherwise negotiates a Settlement Check, on his or her behalf, and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released Collective Claims and also again consents to the arbitration process.

The Settlement Check issued to Participating California Class Members and Participating Collective Members shall contain the following limited endorsement:

**SIGNATURE REQUIRED BEFORE DEPOSIT
CONSENT TO JOIN AND FINAL RELEASE OF CLAIMS:**

By endorsing, depositing, negotiating, or cashing this check, I (i) consent to arbitration of my claims in this matter before JAMS and understand that I am waiving the right to a jury trial, as discussed in the Notice (which can also be found at [Insert web address]), (ii) consent, agree, and opt in to be a party plaintiff in the arbitration action entitled *Chiou v. Sumo Logic Inc.*, Index No. ____, pending in JAMS (“Action”), (iii) designate Outten & Golden LLP to represent me for all purposes in the Action, and to make decisions on my behalf, along with Claimants, concerning the Action, (vi) agree to be bound by the settlement negotiated and approved in the Action, and (iv) forever and fully release the Releasees from the Released Collective Claims.

- C. By operation of the entry of the Final Approval Award, except as to such

rights or claims as may be created by this Agreement, each PAGA Member, on his or her behalf, and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released PAGA Claims, and will likewise consent to this arbitration process.

In addition to the waiver and release contained in Sections 12.1.A and 12.1.B above, and in consideration for the Service Award, if approved and paid under Section 11.3 above, Claimants will be bound by their respective Release Agreement attached as Exhibit E.

- 12.2. Denial of Liability.** Respondent has agreed to the terms of this Agreement without in any way acknowledging any fault or liability, and with the understanding that terms have been reached because this settlement will avoid the further expense and disruption of Respondent's business due to the pendency and expense of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Respondent, nor as an admission that a class should be certified for any purpose in this case other than settlement purposes.

13. INTERPRETATION AND ENFORCEMENT

- 13.1. Cooperation between the parties; further acts.** The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Arbitrator's approval of this Agreement and all of its terms. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
- 13.2. No assignment.** Claimants represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the claims, or any related action.
- 13.3. Entire agreement.** This Agreement (including its Exhibits) constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties regarding the subject matter of the agreement shall be deemed merged into this Agreement, except that the Parties' separate tolling agreements, Confidentiality Stipulation, any confidentiality agreements with JAMS, remain in full force and effect and are not merged with this Agreement. For avoidance of doubt, this Agreement is not intended to supersede or impact any separate employment-related agreements or releases that Class Members may have previously entered into with the Respondent in connection with any employment or other service provider relationship with Respondent.
- 13.4. Binding effect.** This Agreement shall be binding upon the Parties.
- 13.5. Arms' length transaction; materiality of terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this

Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

- 13.6. Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 13.7. Governing law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 13.8. Continuing jurisdiction.** The Parties shall request the Arbitrator to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby. The Parties shall not petition the Arbitrator to modify the terms of the Agreement, except by mutual agreement of such Parties.
- 13.9. Waivers, etc. To be in writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Arbitrator's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 13.10. When agreement becomes effective; counterparts.** This Agreement shall become effective when fully executed by the Parties. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- 13.11. Signatures.** This Agreement is valid and binding only if signed by the Parties and their authorized representatives.
- 13.12. Facsimile, electronic, and email signatures.** Any Party may execute this Agreement by signing or causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile, email, or other electronic means to counsel for the other Party. Any signature made and transmitted by facsimile, email, or other electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.
- 13.13. Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting

of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: 08/02/2020, 2020

SUMO LOGIC, INC.

By: 

Katherine Haar, General Counsel

Dated: _____, 2020

JESSICA CHIOU

Jessica Chiou

Dated: _____, 2020

SAMUEL FALTER

Samuel Falter

Dated: _____, 2020

VINCENT SALDIVAR

Vincent Saldivar

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

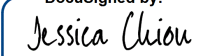
Dated: _____, 2020

SUMO LOGIC, INC.

By: _____
Katherine Haar, General Counsel

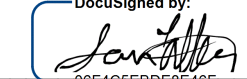
Dated: 8/3/2020, 2020

JESSICA CHIOU

DocuSigned by:

1D1G3AA4F7564FA...
Jessica Chiou

Dated: 8/3/2020, 2020

SAMUEL FALTER

DocuSigned by:

06F4C5FBD8E46F...
Samuel Falter

Dated: 8/3/2020, 2020

VINCENT SALDIVAR

DocuSigned by:

78DDC053DDA241A...
Vincent Saldivar

EXHIBIT A-1 (CALIFORNIA CLASS NOTICE)

OFFICIAL NOTICE OF CLASS ACTION SETTLEMENT

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for Sumo Logic as a Sales Development Representative or Mid-Market Role you may be entitled to a payment from a class action settlement.

An arbitrator authorized this notice. This is not a solicitation from a lawyer.

- You received this Notice because Sumo Logic's records indicate that you were employed in the State of California as a covered Sales Development Representative between October 28, 2015 and October 28, 2019; or as a covered Mid-Market Role between October 28, 2015 and May 21, 2020.
- Former Sumo Logic Sales Development Representatives and Mid-Market Roles filed an arbitration action against Sumo Logic alleging that it misclassified them and other similarly situated Sales Development Representatives and Mid-Market Roles as "exempt" from overtime and failed to pay overtime premium compensation for all hours worked over 40 in a workweek and/or over eight hours in a workday. The arbitration action also alleges that Sumo Logic violated California law by failing to: (i) provide meal breaks, (ii) timely pay wages during employment and upon separation, and (iii) provide timely, accurate, and itemized wage statements. Additionally, the arbitration alleges claims pursuant to California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* and the Private Attorneys General Act, Cal. Lab. Code. §§ 2698, *et seq.* Sumo Logic denies these allegations and the Arbitrator has not made any ruling on the merits of the claims. The parties have entered into a settlement to avoid further disputes and litigation with the attendant inconvenience and expense.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes and withholdings.
- The parties have agreed to settle this dispute through a class action arbitration proceeding that, once the settlement is approved, will resolve the claims against Sumo Logic. If you do not exclude yourself from the settlement (or by otherwise participating in the settlement, e.g., by accepting payment under the settlement) **you are agreeing and consenting to the Settlement Arbitration Process** as defined and explained further below in Section 3, including the Arbitrator's determination of class and collective arbitrability, and you are agreeing and consenting to arbitrate the resolution of these claims against Sumo Logic.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	If you wish to participate in the settlement and receive an estimated settlement payment of approximately \$[AMOUNT], subject to applicable taxes and withholdings, complete and return the enclosed “Claim Form” to the Settlement Administrator, as discussed in Section 8 below. You may also submit a Claim Form at [insert website]. The Claim Form must be postmarked by or otherwise received on or before [INSERT DATE 60 DAYS FROM NOTICE MAILING]. If you choose to participate in the settlement, you are agreeing to the Settlement Arbitration Process (defined in Section 3 below) and you will release the Released Collective Claims discussed in Section 10 below.
DO NOTHING NOW, CASH A SETTLEMENT CHECK	If you do nothing, you will remain a part of this settlement, release the Released California Claims discussed in Section 10 below, agree to participate in the Settlement Arbitration Process, and be sent a settlement check of approximately \$[AMOUNT], subject to applicable taxes and withholdings. If you endorse and deposit the settlement check, you are further indicating your affirmative assent to the Settlement Arbitration Process and will further release the Released Collective Claims discussed in Section 10 below. If you do not submit a Claim Form and do not cash or otherwise negotiate your settlement check, you will release the Released California Claims and participate in the Settlement Arbitration Process, but you will not release the Released Collective Claims.
EXCLUDE YOURSELF	If you do not want to participate in the settlement through the Settlement Arbitration Process and want to retain your right to sue Sumo Logic for unpaid wages and related wage and hour claims under not only federal law but also under California state law, you must submit a written Opt-out Statement to the Settlement Administrator, as discussed in Section 11 below. If you submit an Opt-out Statement, you will not be eligible to receive a settlement payment or object to the settlement.
OBJECT	If you do not submit an Opt-out Statement, you may write to the Arbitrator about why you object to the settlement. By writing to the Arbitrator, you are further acknowledging and agreeing to the Settlement Arbitration Process. More information about objecting is set forth in Section 15 below.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail this Notice.

- The Arbitrator in charge of this case still has to decide whether to approve the settlement. Settlement payments will be made only if the Arbitrator approves the settlement. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

The Arbitrator ordered that you be sent this Notice because you have a right to know about a proposed class and collective action settlement, and about all of your options, before the Arbitrator decides whether to approve the settlement. This Notice explains the arbitration, your legal rights, and what benefits are available.

The Arbitrator overseeing this case is Deborah Crandall Saxe of JAMS, whose biographical information is available at <https://www.jamsadr.com/saxe/>. The arbitration is *Chiou v. Sumo Logic, Inc.*, **JAMS Case No. XX.**

2. Am I covered by this settlement?

Sumo Logic's records state that you were employed in the State of California by Sumo Logic as an exempt (i.e., salary paid) Sales Development Representative between October 28, 2015 and October 28, 2019; and/or as an exempt Mid-Market Role between October 28, 2015 and May 21, 2020, and you are thus considered a "California Class Member."

For purposes of this settlement:

"Sales Development Representative" includes: Sales Development Representatives, Senior Sales Development Representatives, Inbound Sales Development Representatives, Outbound Sales Development Representatives, Senior Outbound Sales Development Representatives, Business Development Representatives, Outbound Business Representatives, Inside Sales Representatives, SDR Team Leaders, Sales Development Team Leads, Federal Inside Sales Representatives, and Mid-Market Outbound Business Representatives.

"Mid-Market Role" includes: Account Executives, Commercial Account Executives, Corporate Account Executives, Mid-Market Account Executives, and SMB Account Executives.

This settlement does not include individuals who worked solely in an Enterprise role with Sumo Logic. Enterprise roles are not covered by this settlement.

3. What is the arbitration about and what is the Settlement Arbitration Process?

The dispute is about whether Sumo Logic misclassified Sales Development Representatives and Mid-Market Roles in California as exempt from federal and state overtime protections and failed to pay proper overtime wages, provide meal breaks, reimburse business expenses, and provide proper wage statements, as well as related claims for penalties. Sumo Logic denies these allegations and believes that its Sales Development Representatives and Mid-Market Roles were properly classified and received all wages and payments to which they were entitled. The

Arbitrator has not made any ruling on the merits of the claims, and no party has prevailed in this action.

The parties have agreed to settle the claims described above and to seek approval of that settlement through a class action arbitration settlement approval proceeding that, once approved by the arbitrator, will resolve the claims against Sumo Logic.

The “**Arbitration Process**”: (i) uses a neutral arbitrator instead of a judge or jury, (ii) is subject to very limited review by courts, (iii) provides that the neutral arbitrator will issue a written decision that will be binding and can award the same damages and relief that a court can award, and (iv) is administered by JAMS pursuant to the JAMS Class Action Procedures rules which are available at <https://www.jamsadr.com/rules-class-action-procedures/>. For more information about the Arbitration Process, contact Class Counsel using the information in Section 20 below.

By not excluding yourself from the settlement or by otherwise participating in this settlement (including by accepting payment under the settlement) **you are agreeing and consenting to the Arbitration Process for the limited purpose of resolving the claims described above through a class action arbitration settlement and to be bound by the Arbitrator’s determination of class and collective arbitrability that, once approved by the arbitrator, will release your claims against Sumo Logic related to the settlement (the “Settlement Arbitration Process”).** Accordingly, an arbitrator will preside over the resolution of your claims in this settlement and you are waiving your right to a jury trial over these claims. However, by participating in this settlement, you are not agreeing to arbitrate any other claims you may have against Sumo Logic unrelated to the settlement, now or in the future.

4. Why is this a class/collective action?

In a class action, one or more people called “class representatives” bring claims on behalf of other people who have similar claims. The people are called “class members” and together are the “class.” Similarly, in a collective action, one or more people can seek to represent a “collective” of similarly situated people. The individuals who initiated this class/collective action are called the “Plaintiffs.” The Plaintiffs who have been preliminarily approved to represent the class in this action are Jessica Chiou, Vincent Saldivar, and Samuel Falter. In a class/collective action, the Plaintiffs ask the Arbitrator to resolve the issues for every member of the class and collective.

5. Why is there a settlement?

The Arbitrator did not decide in favor of Plaintiffs or Sumo Logic. Both sides believe they will prevail in a litigation, and there has been no decision in favor of either party. Instead, the Parties have agreed to resolve this matter in arbitration solely in order to avoid the burden, expense and risks associated with litigation. The Plaintiffs and Class Counsel think the settlement and the Settlement Arbitration Process is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Sumo Logic has agreed to pay a total of up to \$4,470,000.00 (the “Total Settlement Amount”), which will be used to pay: (1) settlement awards to Participating Collective Members and Participating California Class Members and applicable withholdings and employment taxes; (2) attorneys’ fees of up to one-third of the Total Settlement Amount plus reimbursement of actual litigation expenses and costs up to \$30,000; (3) Service Awards of \$12,500.00 each to the three Named Plaintiffs; (4) \$33,525.00 to the California Labor and Workforce Development Agency plus \$11,175.00 to the PAGA Members; (5) the Settlement Administrator’s fees and costs; and (6) the Arbitration fees.

7. How much will my settlement payment be and how was it calculated?

Based on the formula that has been preliminarily approved by the Arbitrator, your settlement payment is estimated to be \$[AMOUNT].

The formula used to calculate your settlement payment considers: (1) the number of weeks you worked as a Sales Development Representative and/or Mid-Market Role, (2) whether you worked in California, and (3) whether you previously received a payment from Sumo Logic for wage and hour claims in or around October 2019. If you received a prior payment and it was larger than the payment you otherwise would have received from this settlement, you are eligible to receive a minimum payment of \$500.

The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting the Settlement Administrator at (XXX) XXX-XXXX or Plaintiffs’ Counsel using the information in Sections 8 and 20 below.

The Settlement Administrator used information from Sumo Logic’s records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator at (XXX) XXX-XXXX or using the information in Section 8 below. If you dispute Sumo Logic’s records and/or the calculation of your settlement payment, you must note your dispute on the Claim Form and provide written documentation supporting your contention in connection with submitting your Claim Form. Sumo Logic’s records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute. By disputing your eligible workweeks, you are indicating your assent to the Settlement Arbitration Process.

One-third of your settlement amount will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a W-2, and two-thirds of your settlement amount is not subject to deductions and will be reported on a 1099. Neither Class Counsel nor Sumo Logic’s counsel can advise you regarding the tax consequences of the

settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

Settlement checks that are not cashed within 150 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

You may sign and return the enclosed Claim Form by **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**. You may return the Claim Form in the pre-stamped return envelope or by mailing, emailing, or faxing it to:

[INSERT CLAIMS ADMINISTRATOR CONTACT]

You may also submit a Claim Form at **[insert website]**. Even if you do not sign and return, or otherwise submit, the Claim Form by the deadline, you will nonetheless receive a settlement payment unless you exclude yourself from the settlement.

9. When will I get my settlement payment?

The Arbitrator will hold a hearing on _____, at _____ to determine whether to give final approval to the settlement. If the Arbitrator approves the settlement, settlement checks are anticipated to be mailed thirty days after the Arbitrator enters final approval of the Settlement.

10. What am I giving up by releasing my claims?

If you sign and return a Claim Form or cash or otherwise negotiate your settlement check, you are agreeing to participate in the Settlement Arbitration Process (as detailed in Section 3) and you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Sumo Logic asserting federal and/or state wage and hour claims applicable in the state in which you worked that accrued during your employment as an exempt-classified Sales Development Representative or Mid-Market Role, relating back to the full extent of the applicable federal and state statutes of limitations and continuing through October 28, 2019, for weeks worked as an Sales Development Representative or May 21, 2020 for weeks worked as a Mid-Market Role, including, without limitations, all claims for unpaid wages, premium pay of any kind, related penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, including but not limited to, the Fair Labor Standards Act.

Regardless of whether you return a Claim Form or cash or otherwise negotiate a settlement check, if you do not exclude yourself from the settlement (as described in Section 11 below), you are agreeing to participate in the Settlement Arbitration Process and you will release the Released California Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Sumo Logic asserting California wage and hour claims that accrued during your employment as an exempt-classified Sales Development Representative or Mid-Market Role, and/or in connection with separation of employment therefrom, relating back to the full extent of the applicable statutes of limitations, and continuing through October 28, 2019 for weeks worked

as a Sales Development Representative and May 21, 2020 for weeks worked as a Mid-Market Role, including, without limitations, claims for unpaid wages, premium pay of any kind, related penalties, interest, liquidated damages, attorneys' fees, costs, and expenses pursuant to California wage and hour law, such as, but not limited to, California Business and Professions Code section 17200, California Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 510, 512, 1194, 1198, 2699, and 2802, and the applicable California Industrial Commission Wage Order.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not wish to release your California state law claims, then you must take steps to exclude yourself. This is sometimes referred to as "opting out" of the settlement.

11. How do I opt out of the settlement?

If you wish to exclude yourself from the settlement or the Settlement Arbitration Process, you must submit a written Opt-out Statement to the Settlement Administrator, stating: (i) your name, address and telephone number; and (ii) a statement indicating your intent to exclude yourself from the settlement, such as "I opt out of the Sumo Logic wage and hour settlement." The Opt-out Statement must be postmarked by or otherwise received on or before **INSERT DATE 60 DAYS FROM NOTICE MAILING**.

If you submit an Opt-out Statement, you will not be eligible to receive a settlement check. You will retain the right to bring your own legal action against Sumo Logic in court. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date.

If you ask to be excluded, you cannot object to the settlement.

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not be eligible to receive a settlement check.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Arbitrator has decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all class members. These lawyers are called "Class Counsel." You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. You do not need to retain your own attorney in order to participate as a Class Member. If you do not opt out of the class and want to be represented by your own lawyer, you may hire one at your own expense. The contact and biographical information for Class Counsel is in Section **20** below.

14. How will the lawyers be paid?

Class Counsel will ask the Arbitrator to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. These fees would compensate Class Counsel for investigating

the facts, mediating and filing the case, and negotiating the settlement. Class Counsel will also ask the Arbitrator to approve payment for out-of-pocket costs up to \$30,000.00 incurred prosecuting the case.

OBJECTING TO THE SETTLEMENT

You can tell the Arbitrator that you do not agree with the settlement or some part of it.

15. How do I tell the Arbitrator that I disapprove of the settlement?

If you have not submitted an Opt-out Statement, you can object to any portion of the settlement which you disapprove. You can give reasons why you think the Arbitrator should not approve it. The Arbitrator will consider your views. To object to the settlement, send a letter to the Settlement Administrator saying that you object to the settlement which includes all of the following: (i) all reasons for objecting to the settlement, and any supporting documentation; and (ii) your name, address, and telephone number. By objecting to the settlement, you are indicating your assent to the Settlement Arbitration Process (as detailed in Section 3) and will be bound by the decision of the Arbitrator (even if the Arbitrator overrules your objection).

As an Objector, you also have the right to appear at the Fairness Hearing before the Arbitrator (explained in Sections 17 and 18 below) either in person or through your own counsel. If you wish to appear at the Fairness Hearing, you should state your intention to do so in your letter to the Settlement Administrator. By appearing in at the Fairness Hearing, you are consenting to the Settlement Arbitration Process as detailed in Section 3.

Objections should be mailed to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR CONTACT]

Your objection must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**.

16. What's the difference between objecting and opting out?

Objecting is telling the Arbitrator that you do not like something about the settlement and asking the Arbitrator not to approve the settlement as is. You can object only if you stay in the Class and agree to participate in the Settlement Arbitration Process.

Opting out (also known as excluding yourself) is telling the Arbitrator that you do not want to be part of the Class or the Settlement Arbitration Process. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an Opt-out Statement, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Settlement Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE ARBITRATOR'S FAIRNESS HEARING

17. When and where will the Arbitrator decide whether to approve the settlement?

The Arbitrator will hold the Fairness Hearing on _____ at _____, at
[provide information for virtual fairness hearing].

At the hearing, the Arbitrator will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections.

18. Do I have to attend the fairness hearing?

No. Class Counsel will attend to answer questions the Arbitrator may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection on time, the Arbitrator will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

19. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement from the Claims Administrator or Class Counsel using the contact information below, or at [www.\[website\].com](http://www.[website].com).

20. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, or Class Counsel at:

Melissa L. Stewart
OUTTEN & GOLDEN LLP
695 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
SumoLogicSettlement@outtengolden.com
<https://www.outtengolden.com/lawyer-attorney/melissa-lardo-stewart>

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street
12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
SumoLogicSettlement@outtengolden.com
<https://www.outtengolden.com/lawyer-attorney/molly-frandsen>

DATED: _____, 20__

Do not contact the Arbitrator directly for any reason.

EXHIBIT A-2 (COLLECTIVE NOTICE)

OFFICIAL NOTICE OF SETTLEMENT AND OPPORTUNITY TO JOIN

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for Sumo Logic as a Sales Development Representative or Mid-Market Role you may be entitled to a payment from a collective action settlement.

An arbitrator authorized this notice. This is not a solicitation from a lawyer.

- You have received this Notice because Sumo Logic's records indicate that you were employed outside of the State of California as a covered Sales Development Representative between October 28, 2016 and October 28, 2019; and/or as a Mid-Market Role between October 28, 2016 and May 21, 2020. If believe you were employed by Sumo Logic in California, please contact [INSERT ADMINSTRATOR].
- Former Sumo Logic Sales Development Representatives and Mid-Market Roles filed an arbitration against Sumo Logic alleging that it misclassified them and other Sales Development Representatives and Mid-Market Roles as "exempt" from overtime and failed to pay overtime premium compensation for hours they worked. Sumo Logic denies these allegations and the Arbitrator has not made any ruling on the merits of the claims. The parties have entered into a settlement to avoid further disputes and litigation with the attendant inconvenience and expense.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes and withholdings.
- As described more fully below, to participate in the Settlement Arbitration Process (as outlined in Section 3), you must mail a properly completed Consent to Join Settlement, Release, and Claim Form ("Claim Form") to the Settlement Administrator so that it is post-marked or received by [60 DAYS FROM DATE OF MAILING]. You may also submit a Claim Form at [insert website]. If you fail to timely return a Claim Form post-marked or otherwise received by [60 DAYS FROM DATE OF MAILING], you will not receive any money from the settlement.
- The parties have agreed to settle this dispute through a class action arbitration proceeding that, once the settlement is approved, will resolve the claims against Sumo Logic. By participating in this settlement (including by submitting a Claim Form and accepting payment under the settlement) **you are agreeing and consenting to the Settlement Arbitration Process** as defined and explained further below in Section 3, including the Arbitrator's determination of class and collective arbitrability, and you are agreeing and consenting to arbitrate the resolution of these claims against Sumo Logic.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT	By returning a properly completed claim form, you are agreeing to participate in the arbitration process as detailed below in Section 3 and will be eligible to receive an estimated settlement payment of approximately \$[AMOUNT], subject to applicable taxes and withholdings, and release your claims. The Claim Form must be postmarked by or otherwise received on or before [INSERT DATE 60 DAYS FROM NOTICE MAILING]. You may also submit a Claim Form at [insert website]. If you choose to participate in the settlement, you are agreeing to the Settlement Arbitration Process and you will release the Released Collective Claims discussed in Section 10 below.
DO NOTHING	If you do nothing, you will not be included in the Settlement Arbitration Process and will not be eligible to receive a settlement payment. You will retain your right to file your own legal action in court against Sumo Logic, should you choose.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Arbitrator in charge of this case still has to decide whether to approve the settlement. Settlement payments will be made only if the Arbitrator approves the settlement. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

The Arbitrator ordered that you be sent this Notice because you have a right to know about the settlement of a collective action arbitration in which you are eligible to participate, and about all of your options. This Notice explains the arbitration, the settlement, your legal rights, and what benefits are available.

The Arbitrator overseeing this case is Deborah Crandall Saxe of JAMS, whose biographical information is available at <https://www.jamsadr.com/saxe/>. The arbitration is *Chiou v. Sumo Logic, Inc.*, **JAMS Case No. XX**.

2. Am I covered by this settlement?

Sumo Logic's records state that you were employed by Sumo Logic anywhere in the United States except California as an exempt (i.e., salary paid) Sales Development Representative at any time

between October 28, 2016 and October 28, 2019 and/or as an exempt Mid-Market Role between October 28, 2016 and May 21, 2020, and you are thus considered a “Putative Collective Member.”

For purposes of this settlement:

“**Sales Development Representative**” includes: Sales Development Representatives, Senior Sales Development Representatives, Inbound Sales Development Representatives, Outbound Sales Development Representatives, Senior Outbound Sales Development Representatives, Business Development Representatives, Outbound Business Representatives, Inside Sales Representatives, SDR Team Leaders, Sales Development Team Leads, Federal Inside Sales Representatives, or Mid-Market Outbound Business Representatives.

“**Mid-Market Roles**” includes: Account Executives, Commercial Account Executives, Corporate Account Executives, Mid-Market Account Executives, or SMB Account Executives.

This settlement does not include individuals who worked solely in an Enterprise role with Sumo Logic. Enterprise roles are not covered by this settlement.

3. What is the arbitration about and what is the Settlement Arbitration Process?

The dispute is about whether Sumo Logic misclassified Sales Development Representatives and Mid-Market Roles as exempt from federal and state overtime protections and failed to pay them overtime compensation for hours over 40 each week. Sumo Logic denies these allegations and believes that its Sales Development Representatives and Mid-Market Roles were properly classified and received all wages, including overtime compensation, to which they were entitled. The Arbitrator has not made any ruling on the merits of the claims, and no party has prevailed in this action.

The parties have agreed to settle the claims described above and to seek approval of that settlement through an arbitration settlement approval proceeding that, once approved by the arbitrator, will resolve the claims against Sumo Logic and approve the settlement.

The “**Arbitration Process**” (i) uses a neutral arbitrator instead of a judge or jury, (ii) is subject to very limited review by courts, (iii) provides that the neutral arbitrator will issue a written decision that will be binding and can award the same damages and relief that a court can award, and (iv) is administered by JAMS pursuant to the JAMS Class Action Procedures rules which are available at <https://www.jamsadr.com/rules-class-action-procedures/>. For more information about the Arbitration Process, contact Class Counsel using the information in Section 16 below.

By participating in this settlement (including by submitting a claim form and accepting payment under the settlement) **you are agreeing and consenting to the Arbitration Process for the limited purpose of resolving the claims described above through a class action arbitration settlement and to be bound by the Arbitrator’s determination of class and collective arbitrability that, once approved by the arbitrator, will release your claims against Sumo Logic related to the settlement (the “Settlement Arbitration Process”).** Accordingly, an

arbitrator will preside over the resolution of your claims in this settlement and you are waiving your right to a jury trial over these claims. However, by participating in this settlement, you are not agreeing to arbitrate any other claims you may have against Sumo Logic unrelated to the settlement, now or in the future. For more information about the Settlement Arbitration Process, contact Class Counsel using the information in Section 16 below.

4. Why is this a collective action?

In a “collective action,” one or more people called “Named Plaintiffs” bring claims on behalf of people who have similar claims. However, the other employees who have similar claims do not become part of the collective action until they “opt in.” You may “opt in” to and participate in the settlement by returning the enclosed Claim Form. If you timely return the enclosed Claim Form, you will participate in the Settlement Arbitration Process and receive a settlement check. The Named Plaintiffs who have been preliminarily approved to represent the collective in this action are Jessica Chiou, Vincent Saldivar, and Samuel Falter.

5. Why is there a settlement?

The Arbitrator did not decide in favor of Plaintiffs or Sumo Logic. Both sides believe they will prevail in a litigation, and there has been no decision in favor of either party. Instead, the Parties have agreed to resolve and arbitrate this matter solely in order to avoid the burden, expense and risks associated with litigation.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Sumo Logic has agreed to pay a total of up to \$4,470,000.00 (the “Total Settlement Amount”), which will be used to pay: (1) settlement awards to Participating Collective Members and Participating California Class Members and applicable withholdings and employment taxes; (2) attorneys’ fees of up to one-third of the Total Settlement Amount plus reimbursement of actual litigation expenses and costs up to \$30,000; (3) Service Awards of \$12,500.00 each to the three Named Plaintiffs; (4) \$33,525.00 to the California Labor and Workforce Development Agency plus \$11,175.00 to the California PAGA Members; (5) the Settlement Administrator’s fees and costs; and (6) the Arbitration fees.

7. How much will my settlement payment be and how was it calculated?

Based on the formula that has been preliminarily approved by the Arbitrator, your settlement payment is estimated to be \$**AMOUNT**.

The formula used to calculate your settlement payment considers: (1) the number of weeks you worked during the relevant period as a Sales Development Representative and/or Mid-Market Role, (2) whether you worked outside of California, and (3) whether you previously received a payment from Sumo Logic for wage and hour claims in or around October 2019. If you received a prior payment and it was larger than the payment you would have received from this settlement, you are eligible to receive a minimum payment of \$500.

The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting the Settlement Administrator at (XXX) XXX-XXXX or Plaintiffs' Counsel or using the information in Sections 8 and 16 below.

The Settlement Administrator used information from Sumo Logic's records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator at (XXX) XXX-XXXX or using the information in Section 8 below. If you dispute Sumo Logic's records and/or the calculation of your settlement payment, you must note your dispute on the Claim Form and provide written documentation supporting your contention in connection with submitting your Claim Form. Sumo Logic's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute. By submitting the Claim Form and disputing your workweeks, you are agreeing to the Settlement Arbitration Process.

One-third of your settlement amount will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a W-2, and two-thirds of your settlement amount is not subject to deductions and will be reported on a 1099. Neither Plaintiffs' Counsel nor Sumo Logic's counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

Settlement checks that are not cashed within 150 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

You must sign and return the enclosed Claim Form by the deadline to be eligible to receive a settlement payment. Your Claim Form must be postmarked by, or otherwise received on or before, [INSERT DATE 60 DAYS FROM NOTICE MAILING].

The Settlement Administrator is XX. You may return the Claim Form in the pre-stamped return envelope or by mailing, emailing, or faxing it to:

[INSERT SETTLEMENT ADMINISTRATOR CONTACT]

You may also submit a Claim Form at [insert website]. To be effective, the Claim Form must be completed in full and signed.

If you do not submit a Claim Form or submit an incomplete or invalid Claim Form, you will not receive a settlement payment or participate in the Settlement Arbitration Process.

9. When will I get my settlement payment?

The Arbitrator will hold a hearing on _____, at _____ to determine whether to give final approval to the settlement. If the Arbitrator approves the settlement, and there are no

appeals, settlement checks are anticipated to be mailed thirty days after the Arbitrator enters final approval of the Settlement.

10. What am I giving up by releasing my claims?

If you sign and return a Claim Form, you are agreeing to participate in the Settlement Arbitration Process (as outlined in Section 3) and you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Sumo Logic asserting federal and/or state wage and hour claims applicable in the state in which you worked that accrued during your employment as an exempt-classified Sales Development Representative or Mid-Market Roles, relating back to the full extent of the applicable federal and state statutes of limitations and continuing through October 28, 2019 for weeks worked as a Sales Development Representative or through May 21, 2020 for weeks worked as a Mid-Market Role, including, without limitations, all claims for unpaid wages, premium pay of any kind, related penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, including but not limited to, the Fair Labor Standards Act.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The law firm of Outten & Golden LLP has been designated as legal counsel to represent you and other Sales Development Representatives and Mid-Market Role who participate in the settlement. You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. The contact and biographical information for Class Counsel is in Section 20 below.

12. How will the lawyers be paid?

Plaintiffs' Counsel will ask the Arbitrator to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. These fees would compensate Plaintiffs' Counsel for investigating the facts, mediating and filing the case, and negotiating the settlement. Plaintiffs' Counsel will also ask the Arbitrator to approve payment for out-of-pocket costs up to \$30,000 incurred prosecuting the case.

THE ARBITRATOR'S FAIRNESS HEARING

13. When and where will the Arbitrator decide whether to approve the Settlement?

The Arbitrator will hold the Fairness Hearing on _____ at _____, at [insert information about virtual fairness hearing].

At the hearing, the Arbitrator will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections.

14. Do I have to attend the fairness hearing?

No. Plaintiffs' Counsel will attend to answer questions the Arbitrator may have. But, you are welcome to attend at your own expense.

GETTING MORE INFORMATION

15. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement from the Settlement Administrator or Plaintiffs' Counsel using the contact information below, or at [www.\[website\].com](http://www.website.com).

16. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, or Plaintiffs' Counsel at:

Melissa L. Stewart
OUTTEN & GOLDEN LLP
695 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
SumoLogicSettlement@outtengolden.com
<https://www.outtengolden.com/lawyer-attorney/melissa-lardo-stewart>

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street
12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
SumoLogicSettlement@outtengolden.com
<https://www.outtengolden.com/lawyer-attorney/molly-frandsen>

DATED: _____, 20__

Do not contact the Arbitrator directly for any reason.

EXHIBIT B (CLAIM FORM)

-----	:	
JESSICA CHIOU, SAMUEL FALTER, AND VINCENT	:	
SADIVAR, individually and on behalf of all others similarly	:	
situated,	:	JAMS Arbitrator Deborah
	:	Crandall Saxe
Claimants,	:	
- against -	:	
	:	
SUMO LOGIC, INC.,	:	
Respondent.	:	

CONSENT TO JOIN SETTLEMENT, RELEASE, AND CLAIM FORM

The form must be returned to the Settlement Claims Administrator so that it is postmarked or received by facsimile or email by [insert date that is 60 days from date of mailing].

I hereby consent to join and opt-in as a plaintiff for settlement purposes in the above-captioned arbitration against Sumo Logic, Inc., and to be bound by any adjudication of this arbitration by the Arbitrator. I understand that if I return this Claim Form, I will fully and completely release Sumo Logic, Inc. and its respective affiliates, subsidiaries, predecessors, successors, and all other related entities, including but not limited to all of its incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities from: any and all wage and hour claims that accrued during my employment as an exempt-classified Sales Development Representative or Mid-Market Role, relating back to the full extent of the applicable federal and state statutes of limitations and continuing through October 28, 2019 for weeks worked as an Sales Development Representative, or May 21, 2020 for weeks worked as a Mid-Market Role, including, without limitations, all claims for unpaid wages, premium pay of any kind, related penalties, interest, liquidated damages, attorneys' fees, costs, and expenses pursuant to any federal, California, or any other applicable wage and hour law based on the state in which I worked, such as, but not limited to the Fair Labor Standards Act. ***I understand that I am agreeing to resolve my claims and participate in the Settlement Arbitration Process and I am waiving my right to a jury trial regarding these claims.*** I further agree to be bound by the terms of the collective action settlement. I hereby designate the law firm of Outten & Golden LLP to represent me in this action.

_____	_____	_____
Name (print)	Signature	Date

*Street Address

*City, State and Zip Code

*Telephone Number

*Email Address

*This information will be redacted and will not be filed publicly.

EXHIBIT C (REMINDER NOTICE)

**IMPORTANT REMINDER REGARDING
SUMO LOGIC OVERTIME SETTLEMENT**

Recently you should have received a Notice advising that you are eligible to participate in the settlement of a collective action arbitration for unpaid overtime against Sumo Logic, Inc. As of the date of this mailing, the Settlement Administrator has not received a Claim Form from you. This is to remind you that in order to receive your share of the settlement proceeds, you must complete, sign, and return the Claim Form by U.S Mail, or by facsimile or email, to:

SUMO LOGIC SETTLEMENT ADMINISTRATOR

<ADDRESS>

<PHONE>

<FAX>

<E-MAIL>

<WEBSITE>

IMPORTANT DEADLINE: in order to receive a settlement payment, your Claim Form must be postmarked or received on or before **[INSERT DATE 60 DAYS FROM INITIAL MAILING OR 45 DAYS FROM THE INITIAL REMAILING, WHICHEVER IS LATER]**. If you did not receive or no longer have the Notice and Claim Form, you should contact the Settlement Administrator to request another form.

If you have any questions about the Notice or the case, you should contact Melissa L. Stewart or Molly J. Frandsen at Outten & Golden LLP at (212) 245-1000 or via email at SumoLogicSettlement@outtengolden.com.

EXHIBIT D (PAGA CHECK ENCLOSURE LETTER)

Dear [California PAGA Member Name]:

The enclosed check includes your share of the California Private Attorneys General Act (“PAGA”) settlement payment in the *Chiou v. Sumo Logic Inc.*, [No. XX] a class and collective action settlement filed in the arbitral forum JAMS. You are receiving this check because you are a member of this settlement’s California PAGA Member group, which is defined to include individuals employed by Sumo Logic in California as Sales Development Representatives, Senior Sales Development Representatives, Inbound Sales Development Representatives, Outbound Sales Development Representatives, Senior Outbound Sales Development Representatives, Business Development Representatives, Outbound Business Representatives, Inside Sales Representatives, SDR Team Leaders, Sales Development Team Leads, Federal Inside Sales Representatives, and Mid-Market Outbound Business Representatives (collectively, “Sales Development Representatives”) in California from October 28, 2018 through October 28, 2019, and/or as Account Executives, Commercial Account Executives, Corporate Account Executives, Mid-Market Account Executives, or SMB Account Executives (collectively, Mid-Market Roles”) from October 28, 2018 through May 21, 2020. This settlement does not include individuals employed solely in Enterprise roles at Sumo Logic. Enterprise roles are not covered by this settlement.

Plaintiffs alleged that Sumo Logic misclassified Sales Development Representatives and Mid-Market Roles as exempt from the overtime pay requirements of federal and California state law, and consequently failed to pay them overtime pay. Plaintiffs also brought related claims against Sumo Logic for alleged violations of the California Labor Code, including claims for unpaid wages, missed meal breaks, penalties, and unreimbursed business expenses.

The action also included a PAGA claim brought on behalf of the State of California that sought penalties from Sumo Logic for the overtime and other violations Plaintiffs alleged. Sumo Logic denies that it did anything wrong and contends that, among other things, it has complied at all times with all applicable laws.

To settle the PAGA claim Sumo Logic agreed to pay up to \$44,700.00 (out of the Total Settlement Amount of \$4,470,000.00), which will be distributed according to PAGA’s requirement that 75% be distributed to the California Labor Workforce Development Agency and the remaining 25% be paid to members of the California PAGA Group. Your individual PAGA settlement payment is determined by your proportional share of the \$44,700.00 PAGA Fund, based on the number of weeks you worked between October 28, 2018 through October 28, 2019 as a Sales Development Representative, and/or the number of weeks you worked between October 28, 2018 through May 21, 2020 as a Mid-Market Role. This PAGA settlement check is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this settlement, you are precluded from bringing any and all claims relating to penalties under the PAGA that accrued during your employment as an exempt-classified Sales Development Representative or Mid-Market Role, relating back to the full extent of the applicable statute of limitations and continuing through October 28, 2019 for weeks worked as a Sales Development Representative, and through May 21, 2020 for weeks worked as a Mid-Market Role. You are hereby apprised that this PAGA release was effectuated through an arbitration process on behalf of the State of California. By cashing or otherwise negotiating your PAGA settlement payment check, you are indicating your assent to this arbitration process. Unless you

excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date and will revert to the California unclaimed property fund. If you have any questions about the calculation of your payment, please visit contact the Settlement Administrator at [XX](#) or [XX](#) or Class Counsel, Outten & Golden LLP, at 212-245-1000 or SumoLogicSettlement@outtengolden.com.

Regards,

Sumo Logic Settlement Administrator

EXHIBIT E (NAMED PLAINTIFF GENERAL RELEASE)

RELEASE AGREEMENT

This Release Agreement (“Agreement”) is made by and between Jessica Chiou (“Recipient”) and Sumo Logic, Inc. (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

RECITALS

WHEREAS, Recipient was employed at-will by the Company;

WHEREAS, Recipient is a named plaintiff in a proposed wage-and-hour class, collective, and Private Attorney General Act of 2004 (“PAGA”) action matter settled by and through the Settlement Agreement and Release, dated July 31, 2020 (“Settlement Agreement”), as approved by Arbitrator Deborah Crandall Saxe (“Arbitrator”) and implemented by the designated settlement administrator pursuant to the terms of the Settlement Agreement;

WHEREAS, in consideration of Recipient receiving and accepting the Service Award Payment (as defined below) in connection with the Settlement Agreement,, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Recipient may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Recipient’s employment with or separation from the Company;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Recipient hereby agree as follows:

COVENANTS

1. Service Award Payment. The settlement administrator of the Settlement Agreement will, on behalf of the Company, pay Recipient a Service Award Payment of \$12,500.00 pursuant to the terms of the Settlement Agreement (“Service Award Payment”). Recipient specifically acknowledges and agrees that the Service Award Payment and any other payment to which Recipient is entitled pursuant to the terms of the Settlement Agreement (collectively, “Settlement Consideration”) fully satisfies any obligation that the Company had to pay Recipient wages or any other compensation, including meal and/or rest break premiums, for any of the services that Recipient has rendered to the Company to date. Recipient further acknowledges that the Service Award Payment is in excess of any amount or payment Recipient is otherwise entitled to and shall act as sufficient consideration for this Agreement. This Service Award Payment recognizes the contributions that Plaintiff rendered to the class and collective, and is in addition to any amounts Recipient is entitled to receive based on Recipient’s workweeks under the terms of the Settlement Agreement.

2. Payment of Salary and Receipt of All Benefits. Recipient acknowledges and represents that, other than Settlement Consideration, the Company has paid or provided, to date, all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Recipient.

3. Release of Claims. Recipient agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Recipient by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, professional employer organization or co-employer, insurers, trustees, divisions, subsidiaries, predecessor and successor corporations, and assigns (collectively, the "Releasees"). Recipient, on Recipient's own behalf and on behalf of Recipient's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Recipient may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Recipient signs this Agreement. This includes, but is not limited to, a release and waiver of any and all claims relating to or arising from (i) Recipient's employment relationship with the Company and the termination of that relationship, including any and all claims arising out of any laws and regulations relating to employment; (ii) any and all claims for violation of the federal or any state constitution; (iii) any and all claims for attorneys' fees and costs; and (iv) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Immigration Reform and Control Act, the National Labor Relations Act, the California Family Rights Act, the California Labor Code (including claims related to meal and rest break requirements), the California Workers' Compensation Act, the California Fair Employment and Housing Act, the Colorado Anti-Discrimination Act, the Colorado Equal Pay Law, the Colorado Law Prohibiting Discrimination by Labor Organization, the Colorado Whistleblower Law, and Colorado Wage Payment Laws.

Recipient agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. This release does not release claims that cannot be released as a matter of law.

4. California Civil Code Section 1542. Recipient acknowledges that Recipient has been advised to consult with legal counsel and is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, 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.

Recipient, being aware of said code section, agrees to expressly waive any rights Recipient may have thereunder, as well as under any other statute or common law principles of similar effect.

5. No Admission of Liability. Recipient understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Recipient. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be

deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Recipient or to any third party.

6. Confidentiality. The Parties agree that they shall be remain bound by the terms and conditions of any agreements protecting the confidential and proprietary information and trade secrets of the Company, as well as any confidentiality agreements entered into in connection with the Settlement Agreement and any related negotiations, including mediation.

7. No Cooperation. Subject to the Protected Activity provision, Recipient agrees that Recipient will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees that arose before the Effective Date, unless under a subpoena or other court order to do so or upon written request from an administrative agency or the legislature. Recipient agrees both to immediately notify the Company upon receipt of any such subpoena or court order or written request from an administrative agency or the legislature, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order or written request from an administrative agency or the legislature. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Recipient shall state no more than that Recipient cannot provide counsel or assistance.

8. Protected Activity Not Prohibited. Recipient understands that nothing in this Agreement shall in any way limit or prohibit Recipient from engaging in any Protected Activity. Protected Activity includes: (i) filing and/or pursuing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"); and/or (ii) discussing the terms, wages, and working conditions of employment, as protected by law. Recipient understands that in connection with such Protected Activity, Recipient is permitted to disclose documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Recipient agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties or in any manner not protected by law. Recipient further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications or attorney work product. In addition, pursuant to the Defend Trade Secrets Act of 2016, Recipient is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

9. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement, except as otherwise provided in the Settlement Agreement.

10. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Recipient or made on Recipient's behalf under the terms of this Agreement. Recipient agrees and understands that Recipient is responsible for payment, if any, of local, state, and/or federal taxes on the Service Award Payment and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Recipient further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of Recipient's failure to pay or delayed payment of federal or state taxes owed in connection with the Service Award Payment. Further, pursuant to the terms of the Settlement Agreement, the Settlement Administrator bears responsibility for determining the appropriate reporting for the Service Award Payments and shall indemnify the Parties for any improper handling of this responsibility. The Parties agree and acknowledge that the payments made pursuant to section 1 of this Agreement are not related to sexual harassment or sexual abuse and not intended to fall within the scope of 26 U.S.C. Section 162(q).

11. Section 409A. It is intended that this Agreement comply with, or be exempt from, Code Section 409A and the final regulations and official guidance thereunder ("Section 409A") and any ambiguities herein will be interpreted to so comply and/or be exempt from Section 409A. Each payment and benefit to be paid or provided under this Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Payments under Section 1 of this Agreement will be made no later than March 15 of the year following the Effective Date. The Company and Recipient will work together in good faith to consider either (i) amendments to this Agreement; or (ii) revisions to this Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Recipient under Section 409A. In no event will the Releasees reimburse Recipient for any taxes that may be imposed on Recipient as a result of Section 409A.

12. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Recipient represents and warrants that Recipient has the capacity to act on Recipient's own behalf and on behalf of all who might claim through Recipient to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

13. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

14. Attorneys' Fees. In the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

15. Incorporation by Reference. The Parties hereby incorporate by reference the Settlement Agreement, which the parties have separately negotiated to resolve the claims of Recipient on behalf of Recipient and others similarly situated against the Company for violation of federal and state wage and hour laws, and any related agreements identified or attached to that agreement.

16. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Recipient concerning the subject matter of this Agreement with the exception of any prior separation or release agreements Recipient may have entered into with the Company, as well as any agreements regarding the protection of the Company's confidential and proprietary information and trade secrets.

17. No Oral Modification. This Agreement may only be amended in a writing signed by Recipient and the Company's Chief Executive Officer.

18. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions.

19. Effective Date. This Agreement will become effective upon the Arbitrator's Final Approval of the Settlement Agreement. If the Arbitrator does not approve the Settlement Agreement, this Agreement shall be null and void.

20. Counterparts. This Agreement may be executed in counterparts and each counterpart shall be deemed an original and all of which counterparts taken together shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. The counterparts of this Agreement may be executed and delivered by facsimile, photo, email PDF, or other electronic transmission or signature.

21. Voluntary Execution of Agreement. Recipient understands and agrees that Recipient executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Recipient's claims against the Company and any of the other Releasees. Recipient acknowledges that:

- (a) Recipient has read this Agreement;
- (b) Recipient has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Recipient's own choice or has elected not to retain legal counsel;
- (c) Recipient understands the terms and consequences of this Agreement and of the releases it contains;
- (d) Recipient is fully aware of the legal and binding effect of this Agreement;
- (e) Recipient has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; and

- (f) Recipient understands and agrees that no consideration in this Agreement constitutes, in whole or in part, a raise, a bonus, employment, or continued employment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: 8/3/2020, 2020

JESSICA CHIOU

DocuSigned by:
Jessica Chiou

1D1C3AA4E7564FA...

Jessica Chiou

SUMO LOGIC, INC.

Dated: _____, 2020

By _____
Katherine Haar
General Counsel

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

JESSICA CHIOU

Dated: _____, 2020

Jessica Chiou

SUMO LOGIC, INC.

Dated: 08/02/2020, 2020

By



Katherine Haar
General Counsel

RELEASE AGREEMENT

This Release Agreement ("Agreement") is made by and between Samuel Falter ("Recipient") and Sumo Logic, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party").

RECITALS

WHEREAS, Recipient was employed at-will by the Company;

WHEREAS, Recipient is a named plaintiff in a proposed wage-and-hour class, collective, and Private Attorney General Act of 2004 ("PAGA") action matter settled by and through the Settlement Agreement and Release, dated July 31, 2020 ("Settlement Agreement"), as approved by Arbitrator Deborah Crandall Saxe ("Arbitrator") and implemented by the designated settlement administrator pursuant to the terms of the Settlement Agreement;

WHEREAS, in consideration of Recipient receiving and accepting the Service Award Payment (as defined below) in connection with the Settlement Agreement,, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Recipient may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Recipient's employment with or separation from the Company;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Recipient hereby agree as follows:

COVENANTS

1. Service Award Payment. The settlement administrator of the Settlement Agreement will, on behalf of the Company, pay Recipient a Service Award Payment of \$12,500.00 pursuant to the terms of the Settlement Agreement ("Service Award Payment"). Recipient specifically acknowledges and agrees that the Service Award Payment and any other payment to which Recipient is entitled pursuant to the terms of the Settlement Agreement (collectively, "Settlement Consideration") fully satisfies any obligation that the Company had to pay Recipient wages or any other compensation, including meal and/or rest break premiums, for any of the services that Recipient has rendered to the Company to date. Recipient further acknowledges that the Service Award Payment is in excess of any amount or payment Recipient is otherwise entitled to and shall act as sufficient consideration for this Agreement. This Service Award Payment recognizes the contributions that Plaintiff rendered to the class and collective, and is in addition to any amounts Recipient is entitled to receive based on Recipient's workweeks under the terms of the Settlement Agreement.

2. Payment of Salary and Receipt of All Benefits. Recipient acknowledges and represents that, other than Settlement Consideration, the Company has paid or provided, to date, all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Recipient.

3. Release of Claims. Recipient agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Recipient by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, professional employer organization or co-employer, insurers, trustees, divisions, subsidiaries, predecessor and successor corporations, and assigns (collectively, the "Releasees"). Recipient, on Recipient's own behalf and on behalf of Recipient's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Recipient may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Recipient signs this Agreement. This includes, but is not limited to, a release and waiver of any and all claims relating to or arising from (i) Recipient's employment relationship with the Company and the termination of that relationship, including any and all claims arising out of any laws and regulations relating to employment; (ii) any and all claims for violation of the federal or any state constitution; (iii) any and all claims for attorneys' fees and costs; and (iv) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Immigration Reform and Control Act, the National Labor Relations Act, the California Family Rights Act, the California Labor Code (including claims related to meal and rest break requirements), the California Workers' Compensation Act, the California Fair Employment and Housing Act, the Colorado Anti-Discrimination Act, the Colorado Equal Pay Law, the Colorado Law Prohibiting Discrimination by Labor Organization, the Colorado Whistleblower Law, and Colorado Wage Payment Laws.

Recipient agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. This release does not release claims that cannot be released as a matter of law.

4. California Civil Code Section 1542. Recipient acknowledges that Recipient has been advised to consult with legal counsel and is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, 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.

Recipient, being aware of said code section, agrees to expressly waive any rights Recipient may have thereunder, as well as under any other statute or common law principles of similar effect.

5. No Admission of Liability. Recipient understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Recipient. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be

deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Recipient or to any third party.

6. Confidentiality. The Parties agree that they shall be remain bound by the terms and conditions of any agreements protecting the confidential and proprietary information and trade secrets of the Company, as well as any confidentiality agreements entered into in connection with the Settlement Agreement and any related negotiations, including mediation.

7. No Cooperation. Subject to the Protected Activity provision, Recipient agrees that Recipient will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees that arose before the Effective Date, unless under a subpoena or other court order to do so or upon written request from an administrative agency or the legislature. Recipient agrees both to immediately notify the Company upon receipt of any such subpoena or court order or written request from an administrative agency or the legislature, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order or written request from an administrative agency or the legislature. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Recipient shall state no more than that Recipient cannot provide counsel or assistance.

8. Protected Activity Not Prohibited. Recipient understands that nothing in this Agreement shall in any way limit or prohibit Recipient from engaging in any Protected Activity. Protected Activity includes: (i) filing and/or pursuing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board (“Government Agencies”); and/or (ii) discussing the terms, wages, and working conditions of employment, as protected by law. Recipient understands that in connection with such Protected Activity, Recipient is permitted to disclose documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Recipient agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties or in any manner not protected by law. Recipient further understands that “Protected Activity” does not include the disclosure of any Company attorney-client privileged communications or attorney work product. In addition, pursuant to the Defend Trade Secrets Act of 2016, Recipient is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual’s attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

9. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement, except as otherwise provided in the Settlement Agreement.

10. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Recipient or made on Recipient's behalf under the terms of this Agreement. Recipient agrees and understands that Recipient is responsible for payment, if any, of local, state, and/or federal taxes on the Service Award Payment and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Recipient further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of Recipient's failure to pay or delayed payment of federal or state taxes owed in connection with the Service Award Payment. Further, pursuant to the terms of the Settlement Agreement, the Settlement Administrator bears responsibility for determining the appropriate reporting for the Service Award Payments and shall indemnify the Parties for any improper handling of this responsibility. The Parties agree and acknowledge that the payments made pursuant to section 1 of this Agreement are not related to sexual harassment or sexual abuse and not intended to fall within the scope of 26 U.S.C. Section 162(q).

11. Section 409A. It is intended that this Agreement comply with, or be exempt from, Code Section 409A and the final regulations and official guidance thereunder ("Section 409A") and any ambiguities herein will be interpreted to so comply and/or be exempt from Section 409A. Each payment and benefit to be paid or provided under this Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Payments under Section 1 of this Agreement will be made no later than March 15 of the year following the Effective Date. The Company and Recipient will work together in good faith to consider either (i) amendments to this Agreement; or (ii) revisions to this Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Recipient under Section 409A. In no event will the Releasees reimburse Recipient for any taxes that may be imposed on Recipient as a result of Section 409A.

12. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Recipient represents and warrants that Recipient has the capacity to act on Recipient's own behalf and on behalf of all who might claim through Recipient to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

13. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

14. Attorneys' Fees. In the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

15. Incorporation by Reference. The Parties hereby incorporate by reference the Settlement Agreement, which the parties have separately negotiated to resolve the claims of Recipient on behalf of Recipient and others similarly situated against the Company for violation of federal and state wage and hour laws, and any related agreements identified or attached to that agreement.

16. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Recipient concerning the subject matter of this Agreement with the exception of any prior separation or release agreements Recipient may have entered into with the Company, as well as any agreements regarding the protection of the Company's confidential and proprietary information and trade secrets.

17. No Oral Modification. This Agreement may only be amended in a writing signed by Recipient and the Company's Chief Executive Officer.

18. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions.

19. Effective Date. This Agreement will become effective upon the Arbitrator's Final Approval of the Settlement Agreement. If the Arbitrator does not approve the Settlement Agreement, this Agreement shall be null and void.

20. Counterparts. This Agreement may be executed in counterparts and each counterpart shall be deemed an original and all of which counterparts taken together shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. The counterparts of this Agreement may be executed and delivered by facsimile, photo, email PDF, or other electronic transmission or signature.

21. Voluntary Execution of Agreement. Recipient understands and agrees that Recipient executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Recipient's claims against the Company and any of the other Releasees. Recipient acknowledges that:

- (a) Recipient has read this Agreement;
- (b) Recipient has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Recipient's own choice or has elected not to retain legal counsel;
- (c) Recipient understands the terms and consequences of this Agreement and of the releases it contains;
- (d) Recipient is fully aware of the legal and binding effect of this Agreement;
- (e) Recipient has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; and

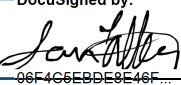
- (f) Recipient understands and agrees that no consideration in this Agreement constitutes, in whole or in part, a raise, a bonus, employment, or continued employment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: 8/3/2020, 2020

SAMUEL FALTER

DocuSigned by:

06F4C6E9DE8E46F...

Samuel Falter

SUMO LOGIC, INC.

Dated: _____, 2020

By _____
Katherine Haar
General Counsel

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

SAMUEL FALTER

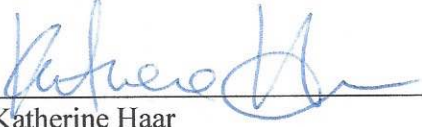
Dated: _____, 2020

Samuel Falter

SUMO LOGIC, INC.

Dated: 08/02/2020, 2020

By



Katherine Haar
General Counsel

RELEASE AGREEMENT

This Release Agreement (“Agreement”) is made by and between Vincent Saldivar (“Recipient”) and Sumo Logic, Inc. (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

RECITALS

WHEREAS, Recipient was employed at-will by the Company;

WHEREAS, Recipient is a named plaintiff in a proposed wage-and-hour class, collective, and Private Attorney General Act of 2004 (“PAGA”) action matter settled by and through the Settlement Agreement and Release, dated July 31, 2020 (“Settlement Agreement”), as approved by Arbitrator Deborah Crandall Saxe (“Arbitrator”) and implemented by the designated settlement administrator pursuant to the terms of the Settlement Agreement;

WHEREAS, in consideration of Recipient receiving and accepting the Service Award Payment (as defined below) in connection with the Settlement Agreement,, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Recipient may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Recipient’s employment with or separation from the Company;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Recipient hereby agree as follows:

COVENANTS

1. Service Award Payment. The settlement administrator of the Settlement Agreement will, on behalf of the Company, pay Recipient a Service Award Payment of \$12,500.00 pursuant to the terms of the Settlement Agreement (“Service Award Payment”). Recipient specifically acknowledges and agrees that the Service Award Payment and any other payment to which Recipient is entitled pursuant to the terms of the Settlement Agreement (collectively, “Settlement Consideration”) fully satisfies any obligation that the Company had to pay Recipient wages or any other compensation, including meal and/or rest break premiums, for any of the services that Recipient has rendered to the Company to date. Recipient further acknowledges that the Service Award Payment is in excess of any amount or payment Recipient is otherwise entitled to and shall act as sufficient consideration for this Agreement. This Service Award Payment recognizes the contributions that Plaintiff rendered to the class and collective, and is in addition to any amounts Recipient is entitled to receive based on Recipient’s workweeks under the terms of the Settlement Agreement.

2. Payment of Salary and Receipt of All Benefits. Recipient acknowledges and represents that, other than Settlement Consideration, the Company has paid or provided, to date, all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Recipient.

3. Release of Claims. Recipient agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Recipient by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, professional employer organization or co-employer, insurers, trustees, divisions, subsidiaries, predecessor and successor corporations, and assigns (collectively, the "Releasees"). Recipient, on Recipient's own behalf and on behalf of Recipient's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Recipient may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Recipient signs this Agreement. This includes, but is not limited to, a release and waiver of any and all claims relating to or arising from (i) Recipient's employment relationship with the Company and the termination of that relationship, including any and all claims arising out of any laws and regulations relating to employment; (ii) any and all claims for violation of the federal or any state constitution; (iii) any and all claims for attorneys' fees and costs; and (iv) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Immigration Reform and Control Act, the National Labor Relations Act, the California Family Rights Act, the California Labor Code (including claims related to meal and rest break requirements), the California Workers' Compensation Act, the California Fair Employment and Housing Act, the Colorado Anti-Discrimination Act, the Colorado Equal Pay Law, the Colorado Law Prohibiting Discrimination by Labor Organization, the Colorado Whistleblower Law, and Colorado Wage Payment Laws.

Recipient agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. This release does not release claims that cannot be released as a matter of law.

4. California Civil Code Section 1542. Recipient acknowledges that Recipient has been advised to consult with legal counsel and is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, 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.

Recipient, being aware of said code section, agrees to expressly waive any rights Recipient may have thereunder, as well as under any other statute or common law principles of similar effect.

5. No Admission of Liability. Recipient understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Recipient. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be

deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Recipient or to any third party.

6. Confidentiality. The Parties agree that they shall be remain bound by the terms and conditions of any agreements protecting the confidential and proprietary information and trade secrets of the Company, as well as any confidentiality agreements entered into in connection with the Settlement Agreement and any related negotiations, including mediation.

7. No Cooperation. Subject to the Protected Activity provision, Recipient agrees that Recipient will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees that arose before the Effective Date, unless under a subpoena or other court order to do so or upon written request from an administrative agency or the legislature. Recipient agrees both to immediately notify the Company upon receipt of any such subpoena or court order or written request from an administrative agency or the legislature, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order or written request from an administrative agency or the legislature. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Recipient shall state no more than that Recipient cannot provide counsel or assistance.

8. Protected Activity Not Prohibited. Recipient understands that nothing in this Agreement shall in any way limit or prohibit Recipient from engaging in any Protected Activity. Protected Activity includes: (i) filing and/or pursuing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"); and/or (ii) discussing the terms, wages, and working conditions of employment, as protected by law. Recipient understands that in connection with such Protected Activity, Recipient is permitted to disclose documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Recipient agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties or in any manner not protected by law. Recipient further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications or attorney work product. In addition, pursuant to the Defend Trade Secrets Act of 2016, Recipient is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

9. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement, except as otherwise provided in the Settlement Agreement.

10. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Recipient or made on Recipient's behalf under the terms of this Agreement. Recipient agrees and understands that Recipient is responsible for payment, if any, of local, state, and/or federal taxes on the Service Award Payment and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Recipient further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of Recipient's failure to pay or delayed payment of federal or state taxes owed in connection with the Service Award Payment. Further, pursuant to the terms of the Settlement Agreement, the Settlement Administrator bears responsibility for determining the appropriate reporting for the Service Award Payments and shall indemnify the Parties for any improper handling of this responsibility. The Parties agree and acknowledge that the payments made pursuant to section 1 of this Agreement are not related to sexual harassment or sexual abuse and not intended to fall within the scope of 26 U.S.C. Section 162(q).

11. Section 409A. It is intended that this Agreement comply with, or be exempt from, Code Section 409A and the final regulations and official guidance thereunder ("Section 409A") and any ambiguities herein will be interpreted to so comply and/or be exempt from Section 409A. Each payment and benefit to be paid or provided under this Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Payments under Section 1 of this Agreement will be made no later than March 15 of the year following the Effective Date. The Company and Recipient will work together in good faith to consider either (i) amendments to this Agreement; or (ii) revisions to this Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Recipient under Section 409A. In no event will the Releasees reimburse Recipient for any taxes that may be imposed on Recipient as a result of Section 409A.

12. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Recipient represents and warrants that Recipient has the capacity to act on Recipient's own behalf and on behalf of all who might claim through Recipient to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

13. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

14. Attorneys' Fees. In the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

15. Incorporation by Reference. The Parties hereby incorporate by reference the Settlement Agreement, which the parties have separately negotiated to resolve the claims of Recipient on behalf of Recipient and others similarly situated against the Company for violation of federal and state wage and hour laws, and any related agreements identified or attached to that agreement.

16. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Recipient concerning the subject matter of this Agreement with the exception of any prior separation or release agreements Recipient may have entered into with the Company, as well as any agreements regarding the protection of the Company's confidential and proprietary information and trade secrets.

17. No Oral Modification. This Agreement may only be amended in a writing signed by Recipient and the Company's Chief Executive Officer.

18. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions.

19. Effective Date. This Agreement will become effective upon the Arbitrator's Final Approval of the Settlement Agreement. If the Arbitrator does not approve the Settlement Agreement, this Agreement shall be null and void.

20. Counterparts. This Agreement may be executed in counterparts and each counterpart shall be deemed an original and all of which counterparts taken together shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. The counterparts of this Agreement may be executed and delivered by facsimile, photo, email PDF, or other electronic transmission or signature.

21. Voluntary Execution of Agreement. Recipient understands and agrees that Recipient executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Recipient's claims against the Company and any of the other Releasees. Recipient acknowledges that:

- (a) Recipient has read this Agreement;
- (b) Recipient has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Recipient's own choice or has elected not to retain legal counsel;
- (c) Recipient understands the terms and consequences of this Agreement and of the releases it contains;
- (d) Recipient is fully aware of the legal and binding effect of this Agreement;
- (e) Recipient has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; and

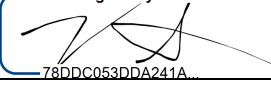
- (f) Recipient understands and agrees that no consideration in this Agreement constitutes, in whole or in part, a raise, a bonus, employment, or continued employment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: 8/3/2020, 2020

VINCENT SALDIVAR

DocuSigned by:

78DDC053DDA241A...

Vincent Saldivar

SUMO LOGIC, INC.

Dated: _____, 2020

By _____
Katherine Haar
General Counsel

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

VINCENT SALDIVAR

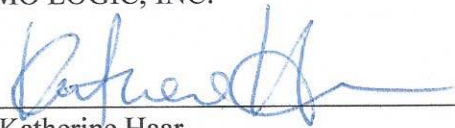
Dated: _____, 2020

Vincent Saldivar

SUMO LOGIC, INC.

Dated: 08/02/2020, 2020

By



Katherine Haar
General Counsel

EXHIBIT F (ARBITRATION DEMAND)

Molly J. Frandsen (Cal. Bar No. 320094)
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
Facsimile: (415) 638-8810
E-Mail: jsagafi@outtengolden.com
E-mail: mfrandsen@outtengolden.com

Melissa L. Stewart
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
Facsimile: (646) 509-2060
E-mail: mstewart@outtengolden.com

*Attorneys for Claimants and the Proposed Class and
Collective*

JAMS

JESSICA CHIOU, SAM FALTER, and
VINCENT SALDIVAR, individually and on
behalf of all others similarly situated,

Claimants,

v.

SUMO LOGIC, INC.,

Respondent.

**CLASS AND COLLECTIVE ACTION
DEMAND FOR ARBITRATION**

**DEBORAH CRANDALL SAXE,
ARBITRATOR**

Claimants Jessica Chiou, Sam Falter, and Vincent Saldivar (“Claimants”), individually and on behalf of all others similarly situated, by and through their attorneys, Outten & Golden LLP, complaining of the conduct of Sumo Logic, Inc. (“Sumo Logic” or “Respondent”) upon personal knowledge as to themselves and upon information and belief as to other matters, allege as follows:

PRELIMINARY STATEMENT

1. This action seeks to recover unpaid overtime compensation and other damages for Claimants and similarly situated co-workers who have worked for Sumo Logic as Sales Development Representatives (“SDRs”), or in Mid-Market Roles (including Commercial Account Executives, Corporate Account Executives, Mid-Market Account Executives, or SMB Account Executives) (collectively, “Mid-Markets”) (together with SDRs, “Sales Representatives”).

2. Sumo Logic is a software company with U.S. offices located in California, Colorado, and New York.

3. Sumo Logic sells a data analytics platform to business clients. Sumo Logic employs Sales Representatives, such as Claimants, to make sales to current and prospective customers.

4. While employed by Sumo Logic, Claimants and other Sales Representatives consistently worked more than 8 hours per day and more than 40 hours per workweek without receiving overtime compensation. During the relevant period, it was Sumo Logic’s policy to deprive Claimants of their earned overtime wages in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*, the California Labor Code (“Cal. Lab. Code”) and applicable Wage Orders and regulations, and the California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (collectively, the “California Wage Laws”).

5. Sumo Logic uniformly classified its SDRs as exempt from federal and state overtime provisions and did not to pay SDRs any overtime wages until on or around October 24, 2019, when it reclassified SDRs as non-exempt.

6. Sumo Logic has uniformly classified its Mid-Markets as exempt from federal and state overtime provisions and did not pay Mid-Markets any overtime wages during the relevant period and through the present.

7. The primary duties of Sales Representatives are and have been non-exempt. These primary duties do not vary significantly from one Sales Representative to another.

8. The primary duties of Sales Representatives do not fall under any of the exemptions under federal or state overtime laws.

9. Sales Representatives have worked overtime hours, as defined by applicable federal and state laws, and are entitled to premium compensation at the appropriate rate for all overtime hours worked.

10. Claimants bring this action on behalf of themselves and similarly situated current and former Sales Representatives employed by Sumo Logic who elect to opt-in to this action pursuant to the FLSA, 29 U.S.C. §§ 201 *et seq.*, and specifically, the collective action provision of 29 U.S.C. § 216(b), to remedy violations of the FLSA by Sumo Logic that have deprived Claimants and others similarly situated of their lawfully earned wages.

11. Claimants also bring this action on behalf of themselves and all similarly situated current and former Sales Representatives who have worked for Sumo Logic in California as a JAMS Class Action Procedures Rule 3 and Fed. R. Civ. P. 23 class action under the California Wage Laws.

12. Claimants Falter and Saldivar have provided written notice to the California Labor and Workforce Development Agency (“LWDA”) of the legal claims and theories of this

case pursuant to Cal. Lab. Code § 2699.3. In accordance with Cal. Lab. Code § 2699.3(a)(2)(A), Claimants will amend this Class and Collective Action Demand for Arbitration to assert claims pursuant to California’s Private Attorneys General Act, Cal. Lab. Code §§ 2698 *et seq.* on behalf of themselves and other current and former employees as well as the general public to recover for violations of the California Labor Code.

JURISDICTION & VENUE

13. Section 2 of the Settlement Agreement provides that this matter will be arbitrated in accordance with the JAMS Class Action Procedures. *See Exhibit A.*

THE PARTIES

Claimants

Jessica Chiou

14. Claimant Jessica Chiou is an adult individual who is a resident of San Francisco County, California.

15. Claimant Chiou was employed by Sumo Logic as an SDR from approximately September 2015 to approximately April 2016 in Redwood City, California.

16. Claimant Chiou was an “employee” within the meaning of all applicable statutes.

17. Claimant Chiou regularly worked more than 40 hours in a workweek and 8 in a day and was not paid for the hours she worked over 40 in a week or 8 in a day. For example, to the best of her recollection, during the last week of January 2016, Claimant Chiou worked approximately five to seven overtime hours without proper overtime compensation.

Sam Falter

18. Claimant Sam Falter is an adult individual who is a resident of Denver County, Colorado.

19. Claimant Falter was employed by Sumo Logic as an SDR from approximately August 2018 to June 2019 in Redwood City, California.

20. Claimant Falter was an “employee” within the meaning of all applicable statutes.

21. Claimant Falter regularly worked more than 40 hours in a workweek and 8 hours per day and was not paid for the hours he worked over 40 in a week or 8 in a day. For example, to the best of his recollection, during the last week of January 2019, Claimant Falter worked approximately 15 overtime hours without proper overtime compensation.

22. Claimant Falter’s written consent to join form is attached hereto as **Exhibit B**.

Vincent Saldivar

23. Claimant Vincent Saldivar is an adult individual who is a resident of San Francisco, California.

24. Claimant Saldivar was employed by Sumo Logic as an SDR from approximately February 2018 to April 2019, and as a Mid-Market from May 2019 to August 2019 in Redwood City, California.

25. Claimant Saldivar was an “employee” within the meaning of all applicable statutes.

26. Claimant Saldivar regularly worked more than 40 hours in a workweek and 8 hours in a day and was not paid for the hours he worked over 40 in a week or 8 in a day. For example, to the best of his recollection, during the third week of April 2019, Claimant Saldivar worked approximately 10 overtime hours without proper overtime compensation.

27. Claimant Saldivar’s written consent to join form is attached hereto as **Exhibit C**.

Respondent Sumo Logic, Inc.

28. Upon information and belief, Sumo Logic is a corporation formed under the laws of the State of Delaware with a principal place of business in Redwood City, California.

29. Upon information and belief, Sumo Logic maintained control, oversight, and direction over its operations and employment practices.

30. At all times hereinafter mentioned, Sumo Logic was Claimants' "employer" within the meaning of all applicable statutes.

31. At all relevant times, Sumo Logic maintained control, oversight, and direction over Claimants and other Sales Representatives, including timekeeping, payroll, and other employment practices that applied to them.

32. Sumo Logic has applied the same employment policies, practices, and procedures to Sales Representatives, including policies, practices, and procedures with respect to payment of overtime compensation.

33. Sumo Logic's annual gross volume of business is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

FLSA COLLECTIVE ACTION CLAIMS

34. Claimants Falter and Saldivar bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all similarly situated persons who worked for Sumo Logic in the United States as SDRs from October 28, 2016 through October 28, 2019, or as Mid-Markets from October 28, 2016 through the present, who elect to opt-in to this action (the "FLSA Collective").

35. Upon information and belief, there are dozens of current and former Sales Representatives who are similarly situated to Claimants and were denied overtime compensation.

36. Claimants are acting on behalf of current and former Sales Representatives' interests as well as their own interests in bringing this action.

37. All of the work that Claimants and the FLSA Collective have performed was assigned by Sumo Logic, and/or Sumo Logic has been aware of all of the work that Claimants and the FLSA Collective performed.

38. As part of its regular business practice, Sumo Logic has intentionally, willfully,

and repeatedly engaged in a pattern, practice and/or policy of violating the FLSA with respect to Claimants and the FLSA Collective. This policy and pattern or practice has included, but is not limited to:

- a. willfully failing to pay Claimants and the members of the FLSA Collective overtime wages for hours that they worked in excess of 40 hours per workweek;
- b. willfully misclassifying Claimants and the members of the FLSA Collective as exempt from the protections of the FLSA; and
- c. willfully failing to record the time that Claimants and the members of the FLSA Collective worked for the benefit of Sumo Logic.

39. Sumo Logic was aware or should have been aware that federal law required it to pay employees performing non-exempt duties, including Claimants and members of the FLSA Collective, an overtime premium for hours worked in excess of 40 per workweek.

40. The FLSA Collective members are readily identifiable and can be located through the use of Sumo Logic's records. The FLSA Collective should be notified of and allowed to opt-in to this action pursuant to 29 U.S.C. § 216(b). Unless the Court promptly issues such a notice, the FLSA Collective, who have been unlawfully deprived of overtime pay in violation of the FLSA, will be unable to secure compensation to which they are entitled, and which has been unlawfully withheld from them by Sumo Logic.

CALIFORNIA CLASS ALLEGATIONS

41. Claimants bring the Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action on their own behalf and as a class action, pursuant to JAMS Class Action Procedures Rule 3 and Fed R. Civ. P. 23, on behalf of the following class of persons:

All SDRs who worked for Sumo Logic in California at any time between October 28, 2015 and October 28, 2019 and all Mid-Markets who worked for Sumo Logic in California at any time between October 28, 2015 and the present (hereinafter referred to as the “California Class” and the “California Class Period,” respectively).

42. Excluded from the California Class are Sumo Logic’s legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Sumo Logic; the Judge(s) to whom this case is assigned and any member of the Judge(s)’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the California Class.

43. The persons in the California Class are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, the facts on which the calculation of that number can be based are presently within the sole control of Sumo Logic.

44. Upon information and belief, the size of the California Class is at least 100 individuals.

45. The Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action are properly maintainable as a class action under JAMS Class Action Procedures Rule 3 and Fed. R. Civ. P. 23(b)(3). There are questions of law and fact common to the California Class that predominate over any questions solely affecting individual members of the California Class, including but not limited to:

- a. Whether Sumo Logic unlawfully failed to pay California Class members overtime compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226, 510, 1174, 1174.5, and 1194; Cal. Wage Order Nos. 4-2001 and 7-2001; and the California Unfair Competition Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*;
- b. Whether California Class members were non-exempt employees entitled to overtime compensation for overtime hours worked under California law;

- c. Whether Sumo Logic's policy and pattern or practice of classifying California Class Members as exempt from overtime entitlement under California law and Sumo Logic's policy and pattern or practice of failing to pay overtime to California Class members violated applicable provisions of California law;
- d. Whether Sumo Logic has unlawfully failed to keep and furnish the California Class members with timely, accurate, and itemized records of hours worked in violation of Cal. Lab. Code §§ 226 and 1174;
- e. Whether Sumo Logic has unlawfully failed to timely pay wages due during employment and upon separation in violation of Cal. Lab. Code §§ 201, 202, 203, and 204;
- f. Whether the Sumo Logic has unlawfully failed to furnish the California Class members with proper meal breaks, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, 512 and applicable wage orders; and
- g. The nature and extent of the California Class members' injuries and the appropriate measure of their damages.

46. Claimants will fairly and adequately represent and protect the interests of the members of the California Class. Claimants understand that as class representatives they assume a fiduciary responsibility to the class to represent its interests fairly and adequately. Claimants recognize that as class representatives they must represent and consider the interests of the class just as they would represent and consider their own interests. Claimants understand that in decisions regarding the conduct of the litigation and its possible settlement, they must not favor their own interests over the interests of the class. Claimants recognize that any resolution of a class action must be in the best interest of the class. Claimants understand that in order to provide adequate representation, they must be informed of developments in litigation, cooperate

with class counsel, and testify at deposition and/or trial. Claimants have retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between Claimants and the California Class members.

47. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the California Class were damaged and are entitled to recovery as a result of Sumo Logic's violation of the California Wage Laws as well as its common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the California Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual Claimants lack the financial resources to conduct a thorough examination of Sumo Logic's timekeeping and compensation practices and to prosecute vigorously a lawsuit against Sumo Logic to recover such damages. In addition, class litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Sumo Logic's practices.

48. Further, Claimants and the California Class have been equally affected by Sumo Logic's failure to pay proper wages and other violations. Moreover, members of the California Class still employed by Sumo Logic may be reluctant to raise individual claims for fear of retaliation.

49. Sumo Logic has acted or refused to act on grounds generally applicable to the California Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole

50. Claimants' claims are typical of the claims of the California Class members they seek to represent. Claimants and all members of the California Class worked for Sumo Logic as Sales Representatives in the State of California. Claimants and members of the California Class

enjoy the same statutory rights under the California Wage Laws to be paid overtime wages. Claimants and members of the California Class all sustained similar types of damages as a result of Sumo Logic's failure to comply with the California Wage Laws. Claimants and the members of the California Class all were injured in that they were uncompensated or under-compensated due to Sumo Logic's common policies, practices and patterns of conduct.

COMMON FACTUAL ALLEGATIONS

51. Claimants and the members of the FLSA Collective and the California Class (collectively, "Class Members") have been victims of Sumo Logic's common policy and plan of improperly classifying Sales Representatives as overtime exempt, requiring them to work in excess of 40 hours per week and in excess of 8 hours per day, and denying them overtime compensation. At all times relevant, Sumo Logic's unlawful policy and pattern or practice has been willful.

52. Sales Representatives' primary duties were non-exempt duties, specifically, identifying business opportunities, engaging with potential and existing customers by phone, email, social media, and web meetings, and making sales of Sumo Logic's products.

53. Although Sales Representatives were eligible to earn commissions based on various performance indicators, these commissions did not constitute the majority of their earnings.

54. Throughout their employment, Claimants and Class Members consistently worked more than 40 hours per week and 8 hours per day.

55. Sumo Logic was aware that Claimants and the Class Members worked more than 40 hours per workweek and 8 hours per day yet failed to pay them any overtime compensation.

56. Sumo Logic did not keep accurate records of hours worked by Claimants. That is, Claimants' hours were not accurately recorded on pay stubs, and Sumo Logic did not require Claimants to clock in or out, or otherwise record their time.

57. Sumo Logic failed to pay Claimants and Class Members time and one-half for all hours worked over 40 in a workweek in violation of the FLSA.

58. Sumo Logic failed to pay Claimants and California Class members overtime compensation for all of their overtime hours worked, including for any of the overtime hours they worked over 8 in a workday and over 40 in a workweek.

59. Sumo Logic failed to furnish Claimants and the California Class members with an accurate itemized statement showing, *inter alia*, wages, hours worked, and rates paid as required by the California Wage Laws.

60. Sumo Logic failed to timely pay Claimants and the California Class Members all wages earned and unpaid at the time of separation from employment.

61. Claimants and all California Class members who ceased employment with Sumo Logic are entitled to unpaid compensation, but to date have not received such compensation.

62. Sumo Logic failed to timely pay Claimants and the California Class Members all wages due and payable twice during each calendar month, on days designated in advance by the employer as regular pay days.

63. Sumo Logic failed to provide Claimants and California Class members with at least a half-hour meal break in which they were relieved of all duty, and, for shifts of more than ten-hours, a second half-hour meal break in which they were relieved of all duty, as required by the California Wage Laws.

64. As part of its regular business practice, Sumo Logic intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy that violates the FLSA and California Wage Laws.

65. Sumo Logic's policy and pattern or practice includes but is not limited to:
- a. willfully misclassifying Claimants and Class Members as exempt from the protections of federal and state overtime laws;
 - b. willfully failing to record the time that its employees, including Claimants and Class Members, worked for the benefit of Sumo Logic;

- c. willfully failing to keep payroll records as required by the FLSA and California Wage Laws; and
- d. willfully failing to pay its employees, including Claimants and Class Members, overtime wages for all of the overtime hours that they worked.

66. Sumo Logic was or should have been aware that the FLSA required it to pay its Sales Representatives overtime compensation for all hours worked in excess of 40 per week.

67. Sumo Logic's failure to pay Claimants and Class Members overtime wages for their work in excess of 40 hours per week was willful, intentional, and in bad faith.

68. Sumo Logic's unlawful conduct has been widespread, repeated, and consistent.

FIRST CAUSE OF ACTION

FLSA – Overtime Wages

29 U.S.C. §§ 201, *et seq.*

(Brought by Claimants Individually and on Behalf of the FLSA Collective)

69. Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

70. Sumo Logic has engaged in a widespread pattern and practice of violating the FLSA, as described in this Class and Collective Action Demand for Arbitration.

71. Claimants have expressed their consent to make these claims against Sumo Logic by filing a written consent form, pursuant to 29 U.S.C. § 216(b).

72. Claimants and members of the FLSA Collective are and were non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

73. At all relevant times, Claimants and other similarly situated current and former employees were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. § 207(a).

74. The overtime wage provisions set forth in §§ 201, *et seq.* of the FLSA apply to Sumo Logic.

75. Sumo Logic is an employer engaged in commerce and/or the production of goods

for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

76. At all times relevant, Claimants were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

77. Sumo Logic has failed to pay Claimants and other similarly situated current and former employees the overtime wages to which they were entitled under the FLSA.

78. Sumo Logic's violations of the FLSA, as described in this Demand, have been willful and intentional.

79. Sumo Logic failed to make a good faith effort to comply with the FLSA with respect to its compensation of Claimants and other similarly situated current and former employees.

80. Because Sumo Logic's violations of the FLSA are willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

81. As a result of Sumo Logic's willful violations of the FLSA, Claimants and all other similarly situated employees have suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201, *et seq.*

82. As a result of the unlawful acts of Sumo Logic, Claimants and other similarly situated current and former employees have been deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

California Wage Laws – Overtime Wages

**California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194
(Brought by Claimants Individually and on Behalf of the California Class)**

83. Claimants reallege and incorporate by reference all allegations in all preceding

paragraphs.

84. California law requires employers, such as Sumo Logic, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day.

85. Claimants and the California Class members are and were non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

86. At all relevant times, Claimants and the California Class members worked in excess of 40 hours in a workweek and 8 hours in a workday.

87. At all relevant times, Sumo Logic failed and refused to pay Claimants and the California Class members overtime compensation.

88. As a direct and proximate result of Sumo Logic's unlawful conduct, as set forth herein, Claimants and the California Class members have sustained damages, including loss of earnings for hours of overtime worked for the benefit of Sumo Logic in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

THIRD CAUSE OF ACTION

California Wage Laws – Record-Keeping Violations

**California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 226, 1174, & 1174.5
(Brought by Claimants Individually and on Behalf of the California Class)**

89. Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

90. Sumo Logic knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to Claimants and the California Class members in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure has caused injury to Claimants and the California Class members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled. At all times relevant herein, Sumo Logic has failed to maintain accurate records of hours worked by Claimants and the California Class members as required

under Labor Code § 1174(d).

91. Claimants and the California Class members are entitled to and seek injunctive relief requiring Sumo Logic to comply with California Labor Code §§ 226(a) and 1174(d), and further seek the amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.

FOURTH CAUSE OF ACTION
California Wage Laws – Wage Payment Provisions
Cal. Lab. Code §§ 201, 202, & 203
(Brought by Claimants Individually and on Behalf of the California Class)

92. Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

93. California Labor Code §§ 201 and 202 require Sumo Logic to pay its employees all wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

94. Claimants and all California Class members who ceased employment with Sumo Logic are entitled to unpaid compensation, but to date have not received such compensation.

95. More than thirty (30) days have passed since Claimants and certain California Class members left Sumo Logic's employ.

96. Claimants, on behalf of themselves and the California Class members, seek waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

FIFTH CAUSE OF ACTION
California Wage Laws – Wage Payment Provisions
Cal. Lab. Code §§ 204 & 210
(Brought by Claimants Individually and on Behalf of the California Class)

97. Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

98. Under California Labor Code § 204, labor performed between the 1st and 15th days of a calendar month must be paid for between the 16th and the 26th of that month, and labor performed between the 16th and the last day of a calendar month must be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

99. California Labor Code § 210(a) provides that persons who fail to pay wages as provided in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each failure to pay each employee for any initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each subsequent violation, or any willful or intentional violation.

100. Sumo Logic failed to pay Claimants and California Class members all of their wages earned in a timely manner, in violation of California Labor Code § 204.

101. Claimants, on behalf of themselves and the California Class members, seeks waiting time penalties pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

SIXTH CAUSE OF ACTION

California Wage Laws – Meal Period Provisions

**Cal. Wage Order Nos. 4-2001 & 7-2001; Cal. Labor Code §§ 218.5, 226.7, & 512
(Brought by Claimants Individually and on Behalf of the California Class)**

102. Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

103. Claimants and the California Class members regularly work and have worked in excess of five-hour shifts without being afforded at least a half-hour meal break in which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-

hour meal break in which they were relieved of all duty, as required by California Labor Code §§ 226.7 and 512 and Wage Order Nos. 4-2001 and 7-2001, § 11.

104. As a result of Sumo Logic's failure to afford proper meal periods, Sumo Logic is liable to Claimants and the California Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 11.

SEVENTH CAUSE OF ACTION

California Wage Laws – Unfair Competition

California Business & Professions Code §§ 17200, *et seq.*

(Brought by Claimants Individually and on Behalf of the California Class)

105. Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

106. The foregoing conduct, as alleged, violates the California Unfair Competition Law ("UCL"). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

107. Beginning at a date unknown to Claimants, but at least as long ago as four years prior to the filing of this action, Sumo Logic committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Sumo Logic's conduct as alleged herein has injured Claimants and the California Class members by wrongfully denying them earned wages, and therefore was substantially injurious to them.

108. Sumo Logic engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. FLSA, 29 U.S.C. §§ 201, *et seq.*;
- b. Cal. Lab. Code §§ 201-204;
- c. Cal. Lab. Code § 1194;
- d. Cal. Lab. Code § 226;

- e. Cal. Lab. Code § 1174; and
- f. Cal. Lab. Code § 510.

109. Sumo Logic's course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph constitute a separate and independent violation of the UCL. Sumo Logic's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

110. The unlawful and unfair business practices and acts of Sumo Logic, described above, have injured Claimants and the California Class members in that they were wrongfully denied the payment of earned overtime wages.

111. Claimants, individually and on behalf of the California Class, seek recovery of attorneys' fees and costs of this action to be paid by Sumo Logic, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

112. Claimants, individually and on behalf of the California Class, seek restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day, and double the regular rate of pay for work performed in excess of 12 hours per day.

PRAYER FOR RELIEF

WHEREFORE, Claimants, individually and on behalf of the FLSA Collective and California Class, request the following relief:

- A. Designation of this action as a collective action and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective, apprising them of the pendency of this action, and permitting them to file individual Consent to Join forms pursuant to 29 U.S.C. § 216(b);
- B. Certification of this action as a class action on behalf of the California Class;
- C. Designation of Claimants as Representatives of the California Class they seek to

represent;

- D. Designation of Claimants' counsel of record as Class Counsel for the California Class;
- E. An award of damages, liquidated damages, and restitution, to be paid by Sumo Logic according to proof;
- F. Appropriate statutory penalties;
- G. Appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining Sumo Logic from continuing its unlawful practices under the FLSA and/or California Wage Laws and/or a declaration that Sumo Logic's acts violate the FLSA and/or California Wage Laws;
- H. Reasonable service awards for Claimants to compensate them for the time they spent attempting to recover wages for the FLSA Collective and/or California Class members and for the risks they took in doing so;
- I. Attorneys' fees and costs of suit;
- J. Pre- and post-judgment interest, as provided by law; and
- K. Such other relief as this Court deems necessary, just, and proper.

Dated: New York, New York
July 31, 2020

Respectfully submitted,

By: /s/ Melissa L. Stewart
Melissa Stewart

Melissa L. Stewart
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
Facsimile: (646) 509-2060
E-mail: mstewart@outtengolden.com

Molly J. Frandsen (Cal. Bar No. 320094)
OUTTEN & GOLDEN LLP
One California Street, 12th Floor

San Francisco, CA 94111
Telephone: (415) 638-8800
Facsimile: (415) 638-8810
E-mail: mfrandsen@outtengolden.com

*Attorneys for Claimants and the Proposed
Class and Collective*