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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN FRANCISCO

12
13 MATTHEW O'DONNELL, an individual, on
14 behalf of himself and on behalf of all persons
similarly situated,

15 Plaintiff,

16 vs.

17 OKTA, INC., a corporation; and Does 1
18 through 50, Inclusive,

19 Defendants.

Case No. CGC-20-587665

**DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 30, 2021

Time: 9:30 a.m.

Judge: Hon. Ethan P. Schulman

Dept.: 302

Complaint filed: October 30, 2020

FAC filed: June 16, 2021

Trial date: None set

1 I, Kyle Nordrehaug, do hereby declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw
3 LLP (“BNBD”), counsel of record for Matthew O’Donnell (“Plaintiff”) in this matter. As such, I
4 am fully familiar with the facts, pleadings and history of this matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the
6 matters stated herein.

7 2. This declaration is being submitted in support of Motion for preliminary approval
8 of the proposed class action settlement (the “Settlement”).

9 3. The Settlement reached with Defendant Okta, Inc. (“Okta” or “Defendant”) is set
10 forth in the Settlement Agreement (the “Settlement Agreement”), which is attached as Exhibit 1
11 hereto. Subject to Court approval, Plaintiff has settled the class and representative claims
12 alleged in this Action against Okta for \$2,800,000. The Settlement resolves all of the claims of
13 plaintiff, the proposed class and representative group members, and class counsel against Okta.

14 4. The parties agreed to seek the Court’s approval of the Settlement through the
15 *O’Donnell I* Action. Accordingly, on April 28, 2021, the parties requested leave from this Court
16 for Plaintiff to file the FAC in the *O’Donnell I* Action to encompass all claims asserted in the
17 *O’Donnell II* Action. On June 10, 2021, the Court granted the parties’ request, and on June 16,
18 2021 the FAC was filed. Then, on August 24, 2021, Plaintiff dismissed the *O’Donnell II* Action
19 in its entirety, without prejudice.

20 **SETTLEMENT TERMS**

21 5. Okta will pay a total of \$2,800,000 (the “Total Settlement Amount”) to settle the
22 Actions on a classwide basis. The class to be conditionally certified is defined as:

23 All current and former employees who worked for Okta in a non-exempt position
24 in California at any time from October 30, 2016 through June 7, 2021.

25 It is estimated that there are approximately 510 Class Members.¹

26
27 ¹ This estimate is based on data collected in or around December 2020 and provided to Plaintiff
28 for purposes of mediation.

1 6. From the Total Settlement Amount will be paid (i) a PAGA Civil Penalties
2 payment of \$50,000 consisting of a payment of \$37,500 to the LWDA for its share of the
3 settlement of civil penalties under PAGA and the PAGA Amount of \$12,500 to be distributed to
4 the PAGA Settlement Group Members; (ii) all Settlement Shares paid to Class Members pursuant
5 to the Settlement; (iii) a Class Representative Payment to Plaintiff in the amount of \$10,000 (as
6 approved by the Court) to compensate him for his services to the Class in pursuing the Actions;
7 (iv) a Class Counsel Fees and Expenses Payment not to exceed \$960,333.33 (of which
8 \$933,333.33, or one-third of the Total Settlement Amount, represents attorneys' fees, and
9 \$27,000 represents expenses) (as approved by the Court) to Class Counsel to compensate them
10 for their services to the Class in prosecuting the Actions and securing the Settlement; and (v) a
11 payment to the Settlement Administrator for its reasonable fees and expenses incurred in
12 administering the Settlement, which are estimated not to exceed \$15,000. None of the Total
13 Settlement Amount will revert to Okta, and Okta will separately pay its share of payroll taxes
14 applicable to Class Members' Settlement Shares.

15 7. The Settlement Shares paid to Class Members will include (i) Class Payments,
16 which will be distributed to all Class Members who do not opt out of the Settlement based on the
17 number of workweeks worked for Okta in a position covered by the Settlement during the Class
18 Period; and (ii) PAGA Amount Payments, which will be distributed to all PAGA Settlement
19 Group Members based on the number of pay periods worked for Okta in a position covered by the
20 Settlement during the PAGA Period. In the event of a dispute over a Class Member's Settlement
21 Share, the Settlement Administrator will resolve the dispute based on information provided by
22 Okta and the Class Member and after consultation with Class Counsel, the Class Member and
23 Okta. The average Settlement Share is estimated at approximately \$3,460 per Class Member.

24 8. Class Members who do not opt out of the Settlement will release any and all
25 known and unknown claims against Okta and the Released Parties that were pled or could have
26 been pled based on the factual allegations contained in the operative complaint in this action or
27 any amendments thereto or notices submitted by Plaintiff to the LWDA pursuant to PAGA,
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1 including claims that occurred during the Class Period and arise out of the allegations that Okta
2 failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest
3 periods; furnish accurate itemized wage statements; or pay all wages due to discharged and
4 quitting employees. In addition, all PAGA Settlement Group Members will release the PAGA
5 claims described above, and will receive a PAGA Amount Payment regardless of whether they
6 opt out of the Settlement because allegedly aggrieved employees are bound by a judgment
7 resolving PAGA claims, regardless of whether they opt out.

8 9. In connection with their motion for final approval of the Settlement, the parties
9 will present a proposed Judgment to the Court for its approval and entry in this action, in
10 substantially the form evidenced by Exhibit D to the Settlement Agreement. A Class Member
11 must cash his or her Settlement Share check within one hundred and eighty (180) calendar days
12 after it is mailed to him or her. If a Class Member fails to cash the check for his or her Settlement
13 Share within one hundred and eighty (180) days after it is mailed to him or her, the Settlement
14 Administrator will distribute the funds to the California State Controller's Office, Unclaimed
15 Property Fund in the name of the Class Member. The Parties agree that this disposition results in
16 no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the
17 entire Net Settlement Amount will be paid out to Class Members, whether or not they cash their
18 Settlement Share checks. Any amounts paid to PAGA Settlement Group Members for PAGA
19 Amount Payments shall be treated in the same manner. (Settlement Agreement at ¶ III(H)(11).)

20 10. Within 30 days after preliminary approval of the Settlement is granted by the
21 Court, Okta will provide the Settlement Administrator with the Class Members' Data, which
22 includes the names of the Class Members, their last-known mailing addresses and telephone
23 numbers, their Social Security numbers, the number of workweeks they worked for Okta in a
24 position covered by the Settlement during the Class Period, and the number of pay periods they
25 worked for Okta in a position covered by the Settlement during the PAGA Period. Within 15
26 days of receiving the Class Members' Data, the Settlement Administrator will send to all Class
27 Members a Class Notice Packet, which will include a Class Notice and a Notice of Estimated
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1 Settlement Award, which will show each Class Member his or her reported number of workweeks
2 covered by the Settlement, reported number of pay periods covered by the Settlement, and an
3 estimate of his or her Settlement Share.

4 11. The Class Notice Packet will be sent to Class Members by first-class U.S. Mail
5 based upon the last-known mailing addresses provided by Okta, unless modified by any updated
6 address information that the Settlement Administrator obtains in the course of administration of
7 the Settlement. For any notices returned, the Settlement Administrator will make reasonable
8 efforts to find corrected addresses. Class Members will have 45 days after the Class Notice
9 Packets are mailed to object to the Settlement. Likewise, Class Members who do not wish to
10 participate in the Settlement will have 45 days after the Class Notice Packets are mailed to opt out
11 of the Settlement by submitting a "Request for Exclusion." Any Class Member who does not
12 timely submit a valid Request for Exclusion will be bound by the Settlement and be paid his or
13 her Settlement Share. Any Class Member who timely submits a valid Request for Exclusion will
14 release the PAGA claims described above and receive the PAGA Payment Amount portion of his
15 or her Settlement Share, but will not otherwise be bound by the Settlement and will not receive
16 the Class Payment Portion of his or her Settlement Share. If by the deadline 10% or more of
17 Class Members, or a number of Class Members whose Settlement Shares would be worth 10% or
18 more of the Net Settlement Amount, opt out of the Settlement, then Okta will have the right to
19 rescind the Settlement, which it must do within 10 days after the Settlement Administrator
20 notifies the parties of the final number of timely and valid Requests for Exclusion.

21 12. Assuming that Okta does not rescind the Settlement, the parties will jointly move
22 this Court for final approval of the Settlement, payment to the LWDA, and payment of the
23 Settlement Administrator's reasonable fees and expenses. Plaintiff and Class Counsel will move
24 the Court for awards of the Class Representative Payment and the Class Counsel Fees and
25 Expenses Payment.

26 **BACKGROUND**

27 13. Plaintiff was employed by Okta as a non-exempt Sales Development
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1 Representative in California from June 2019 until July 2020.

2 14. On October 30, 2020, Plaintiff commenced this action (the “*O’Donnell I* Action”).
3 In the original complaint in this action, Plaintiff asserted putative class claims against Okta for
4 alleged failure to pay all wages due, including minimum wages and overtime wages, provide
5 meal and rest periods, furnish accurate itemized wage statements, and pay all wages due to
6 discharged and quitting employees.² Plaintiff also asserted individual claims for disability
7 discrimination and retaliation; failure to prevent disability discrimination, harassment, and
8 retaliation; and wrongful termination in violation of public policy.

9 15. On July 31, 2020, Plaintiff gave notice to the California Labor and Workforce
10 Development Agency (the “LWDA”) of allegations against Okta similar to those raised in the
11 *O’Donnell I* Action pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Lab.
12 Code § 2698 *et seq.* (“PAGA”). The LWDA did not indicate within 60 days after receiving the
13 notice that it intended to investigate the allegations. On October 30, 2020, Plaintiff commenced
14 an action in this Court entitled “*Matthew O’Donnell, on behalf of the State of California, as a*
15 *private attorney general, Plaintiff, vs. Okta, Inc., a Corporation; and Does 1 through 50,*
16 *Inclusive, Defendants*” (the “*O’Donnell II* Action”), No. CGC-20-587742.³ The complaint in the
17 *O’Donnell II* Action asserted a claim under PAGA for alleged failure to pay all minimum and
18 overtime wages due, provide meal and rest periods, reimburse necessary business expenses,
19 furnish accurate itemized wage statements, and pay all wages due to discharged and quitting
20 employees.

21 16. On June 16, 2021, pursuant to the terms of the Settlement, Plaintiff filed a First
22 Amended Complaint (“FAC”) in this action that encompasses all claims asserted in the
23 *O’Donnell II* Action. On August 24, 2021, also pursuant to the terms of the Settlement, Plaintiff

24 ² Plaintiff also asserted individual claims for disability discrimination and retaliation; failure to
25 prevent disability discrimination, harassment, and retaliation; and wrongful termination in
26 violation of public policy. The parties negotiated the separate settlement of those claims after
27 they negotiated this class-wide resolution. The consideration for the separate settlement of these
28 individual claims for disability discrimination and retaliation; failure to prevent disability
discrimination, harassment, and retaliation; and wrongful termination in violation of public policy
was \$40,000.

³ The *O’Donnell I* Action and *O’Donnell II* Action are referred to collectively as the “Actions.”

1 dismissed the *O'Donnell II* Action in its entirety, without prejudice.

2 17. In connection with the parties' agreement to participate in an early private
3 mediation of the Actions, the parties engaged in extensive informal discovery, including Okta's
4 production of documents and data. Okta's data production contained, among other things,
5 information regarding the number of current and former non-exempt employees who worked for
6 Okta in California during the time period relevant to the Actions, their average rate of pay, shift
7 duration, and meal and rest period premium payments they received; data reflecting incentive pay
8 they received and the corresponding number of hours worked during the applicable earnings
9 periods; and their timekeeping and payroll data. (*Id.*) In addition, Okta produced its relevant
10 wage and hour policies. (*Id.*) This discovery provided the parties with a substantial basis to
11 assess the strengths and weaknesses of their respective positions prior to the mediation.

12 18. On March 9, 2021, the parties participated in a private mediation with David A.
13 Rotman of Mediated Negotiations, a preeminent wage-and-hour mediator with considerable
14 experience mediating in California. During the mediation, each side, represented by its respective
15 counsel, recognized the substantial risk of an adverse result in the Actions. Following the full-
16 day mediation, during which the parties engaged in good-faith arm's-length bargaining and
17 realistically assessed the strengths and weakness of their positions, the parties reached the
18 Settlement of the Actions.

19 **THE SETTLEMENT SATISFIES THE CRITERIA FOR APPROVAL**

20 19. The Settlement was reached as a result of the extensive arm's-length negotiations
21 facilitated by David A. Rotman, a well-respected and experienced wage-and-hour class action
22 mediator. Though cordial and professional, the settlement negotiations have been adversarial and
23 non-collusive in nature, and the Settlement reached is the product of substantial effort by the
24 parties and their counsel.

25 20. While Plaintiff believes in the chance of success of certifying his claims, he also
26 recognizes the inherent risks of litigation and understands the benefit of the Class Members
27 receiving Settlement Shares immediately rather than risking unfavorable decisions on class
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1 certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that
2 could take several more years to litigate. Further, litigating Plaintiff's claims, which involve
3 approximately 510 Class Members during the relevant period, would have required substantial
4 additional preparation and discovery and ultimately would involve the deposition and
5 presentation of numerous witnesses (including expert witnesses), as well as the consideration,
6 preparation and analysis of expert reports. Therefore, should litigation have progressed any
7 further, each side would have incurred significant expense.

8 21. The parties thoroughly investigated and evaluated the factual strengths and
9 weaknesses of this case before reaching the Settlement and engaged in sufficient investigation
10 and informal exchange of discovery, as described above, to support the Settlement. The
11 Settlement was reached only after extensive factual and legal investigation and research; review
12 and analysis of documents and information, including payroll and timekeeping data pertaining to
13 all Class Members; numerous discussions and exchanges between counsel; and extensive review
14 of case law, pleadings and rulings in similar actions. The settlement amount is, of course, a
15 compromise figure. It took into account risks related to liability, damages, and all of the defenses
16 asserted by Okta. Thus, the Settlement came only after the case was investigated by counsel.

17 22. Over the course of the litigation, my firm has worked actively on this matter. The
18 firm credentials are reflected in the BNBD Resume, a true and correct copy of which is attached
19 hereto as Exhibit 2. Some of the major cases our firm has undertaken are also set forth therein.
20 The attorneys at BNBD have had extensive class litigation experience, much of it in the area of
21 consumer class actions, employment class actions, securities litigation, unfair business practices
22 and other complex litigation. The attorneys at my firm have extensive experience in cases
23 involving labor code violations and overtime claims. BNBS has successfully litigated similar
24 overtime cases against other employers on behalf of employees, including cases against
25 Securitas, Walt Disney Resorts, El Pollo Loco, Panda Express, Universal Protection, Mattress
26 Firm, Total Renal, Apple, Coventry Health Care, Liberty Mutual, Qualxserv, Union Bank,
27 Marriott, Kaiser / Permanente, Walgreens, and California State Automobile Association. My
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1 firm has been approved as class counsel by state and federal courts in California in contested
2 class certification motions, including approvals in this Court. It is this level of experience which
3 enabled the firm to undertake the instant matter and to successfully combat the resources of the
4 defendants and their capable and experienced counsel. On account of the concerted and
5 dedicated effort this case demanded in order to properly handle and prosecute, BNBD was
6 precluded from taking other cases, and in fact, had to turn away other potential fee generating
7 cases.

8 23. BNBD has significant experience litigating wage-and-hour class actions. Having
9 prosecuted numerous cases on behalf of employees for California Labor Code violations, BNBD
10 is qualified to evaluate the class and representative claims and the viability of the defenses
11 asserted herein by experienced defense counsel and to evaluate settlement versus trial on a fully
12 informed basis. Based upon BNBD's experience, in my opinion this is a fair and reasonable
13 settlement in light of the complexities of the actions, the state of the law, and uncertainties of
14 class certification and litigation. Given the risks inherent in litigation and the defenses asserted,
15 this Settlement is fair, adequate, and reasonable and in the best interests of the Class, and should
16 be preliminarily approved.

17 24. Plaintiff and Plaintiff's counsel have concluded it was reasonable to enter into the
18 Settlement. Okta has vigorously contested and continues to contest any liability for the claims
19 asserted in the Actions. There are significant legal uncertainties associated with cases such as the
20 Actions, as they can be factually complex and require protracted litigation to resolve. On the one
21 hand, Plaintiff contends his claims are suitable for class certification and representative treatment
22 because Okta's relevant policies are applied uniformly to all Class Members. Plaintiff further
23 contends that his claims involve common questions of law and fact and common proof. On the
24 other hand, Okta maintains that its policies and practices are lawful and, in any event, resolution
25 of each claim would require highly individualized analysis of the facts and circumstances of each
26 Class Member's employment. Okta maintains that because individualized issues would
27 predominate over common facts, class certification and representative treatment likely would be
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1 deemed inappropriate. Accordingly, while Plaintiff continues to believe this is a strong case for
2 certification, there is always risk and significant expense associated with class certification
3 proceedings.

4 **25. Unpaid Wage Claims** - Plaintiff and Plaintiff's counsel have determined that it is
5 prudent to compromise and settle the Class Members' unpaid wage claims. Plaintiff alleged that
6 Class Members were not paid all wages owed because they performed off-the-clock work and
7 because Okta failed to include certain forms of pay in the regular rate of pay. However, Okta
8 contended that it maintains lawful policies, including policies strictly prohibiting off-the-clock
9 work, and that it properly excluded certain forms of pay, including discretionary bonuses, from
10 the regular rate of pay. Moreover, Okta contended that the number of Class Members who
11 received the disputed forms of pay, and the amounts of overtime wages allegedly owed, were
12 insubstantial. The claim for unpaid wages due to the alleged miscalculation of the regular rate of
13 pay was valued at a maximum of \$2,212,921. The claim for unpaid wages due to off the clock
14 work was valued at a maximum of \$1,250,546.

15 **26. Meal and Rest Period Claims** - Plaintiff's meal- and rest-period claims also were
16 in dispute. Okta's handbooks, policies, trainings, and timekeeping and payroll data demonstrated
17 that Okta observed compliant meal- and rest-period policies and practices, including payment of
18 premiums. Plaintiff contended that Class Member timekeeping records, which often reflected
19 meal periods of exactly 30 minutes, created a presumption of noncompliant meal periods. Okta
20 vigorously disputed that contention, because throughout the Class Period Class Members have
21 manually entered their hours worked and meal period start and end times, and Okta has
22 maintained policies informing Class Members of their entitlement to take duty-free meal periods
23 of at least 30 minutes. Plaintiff also contended that Okta unlawfully required Class Members to
24 remain on Okta premises during rest periods. Okta, in turn, contended that it has always
25 permitted Class Members to spend rest periods wherever they choose and, in any event, several
26 courts have held that on-premises requirements do not render rest periods noncompliant. The
27 claim for meal period damages was valued at a maximum of \$3,272,350, after deducting the
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1 amount already paid by Okta for meal period premiums. The claim for rest period damages was
2 valued at a maximum of \$2,828,357.

3 27. **Business Expense Claims** - Plaintiff alleged that the Class Members were
4 required to use personal cellphones in order to perform their work for the Defendant. Plaintiff
5 calculated that claim for business expenses from cellphone usage had a value of \$85,117.50.

6 28. **Maximum Damages** - Plaintiff retained an expert, Berger Consulting, to calculate
7 these valuations of the claims. Altogether, Plaintiff has calculated the Class's maximum potential
8 damages, exclusive of interest and derivative penalties, to be approximately \$9,649,290.50.⁴
9 Taking into account the risks and uncertainties of further litigation, including the risk that the
10 Court may not certify all or some of Plaintiff's claims and the risk of an adverse judgment, the
11 \$2,800,000 Settlement is a reasonable compromise.

12 29. **Alleged Claims for Penalties** - Plaintiff's "direct" wage statement claim also was
13 in dispute. Plaintiff contended that Class Members' wage statements violated Labor Code section
14 226(a)(2) because they failed to separately list the total hours worked during the pay period. Okta
15 vigorously disputed that contention on the ground that employees could simply add together the
16 hours listed on each line of their wage statements to arrive at the sum of their hours worked.
17 Plaintiff's claims for failure to provide accurate itemized wage statements pursuant to Labor Code
18 section 226 (except as described above); failure to pay all wages due upon termination under
19 Labor Code section 203; and for civil penalties pursuant to PAGA are derivative of his other
20 claims. The wage statement penalties were calculated to have a maximum value of \$632,000.
21 The waiting time penalties were calculated to have a maximum value of between \$810,998 and
22 \$1,616,088, depending on the predicate unpaid wage giving rise to the penalties (i.e. only those
23 with underpayment of wages or all terminated employees). For the 6,460 pay period at issue in
24 the PAGA Period, the PAGA penalties were calculated to be between \$323,000 and \$646,000 for
25 a single violation in every pay period, depending on whether the violation was \$50 per pay period
26 as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for

27 ⁴ The value of the unfair business practices claim is subsumed within the above valuations for
28 unpaid wages and meal and rest period claims.

1 violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be
2 awarded at the maximum rate per pay period but without stacking. In *Carrington v. Starbucks*
3 *Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which only provided for a
4 PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties awarded could be
5 significantly less than Plaintiff's calculation even if Plaintiff prevailed on the PAGA claim. If we
6 assume that violations for all 6,460 pay periods were established, using the valuation from
7 *Carrington* results in a more realistic recovery of \$32,300 under PAGA.

8 30. As experience counsel, I am convinced that the Settlement is in the best interest of
9 the Class based on the negotiations and a detailed knowledge of the issues present in the actions.
10 The length and risks of trial and other normal perils of litigation were all weighed in reaching the
11 Settlement. In addition, the affirmative defenses asserted by Okta, the prospect of potential
12 adverse summary judgment rulings, the uncertainty of class certification, the difficulties of
13 complex litigation, the lengthy process of establishing specific damages and various possible
14 delays and appeals, were also carefully considered by Class Counsel in agreeing to the
15 Settlement. In light of the above, the Settlement is well within the "ballpark" of reasonableness
16 and should be granted preliminary approval.

17 **CLASS CERTIFICATION**

18 31. Plaintiffs contend that the proposed settlement meet all of the requirements for
19 class certification under California Code of Civil Procedure §382 as demonstrated below, and
20 therefore, the Court may appropriately approve the Class as defined in the Settlement Agreement.

21 a. **Numerosity** - Here, Plaintiff asserts that the 510 current and former
22 employees that comprise the Class can be identified based on Defendant's records and are
23 sufficiently numerous for class certification.

24 b. **Common Issues Predominate** - Here, Plaintiff contends that common
25 questions of law and fact are present, and specifically the common questions of whether the
26 Defendant failed to properly provide meal and rest periods, whether class members worked off
27 the clock, whether Defendant miscalculated the regular rate when paying overtime, whether
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1 Defendant failed to provide expenses reimbursement for cell-phone expenses, and whether Class
2 Members are entitled to damages and penalties as a result of these practices.

3 c. **Typicality** - In the instant case, Plaintiff contends that there can be little
4 doubt that the typicality requirement is satisfied. The Plaintiff, like every other member of the
5 Class, worked for Defendant as a non-exempt employee during the Class Period. Plaintiff
6 contends that, like every other member of the Class, they was subject to the same practices and
7 policies of Defendant and are subject to the same defenses. Thus, Plaintiff asserts that the claims
8 of the Plaintiff and the Class Members arise from the same course of conduct by the Defendant,
9 involve the same employment policies and practices of Defendant, and are based on the same
10 legal theories.

11 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
12 represented here because Plaintiff and representing counsel (a) do not have any conflicts of
13 interest with other class members, and (b) will prosecute the case vigorously on behalf of the
14 class. This requirement is met here. First, Plaintiff is well aware of his duties as the
15 representative of the Class and has actively participated in the prosecution of this case to date. He
16 effectively communicated with counsel, provided documents to counsel and participated in the
17 investigation and negotiations in the Actions. Second, Plaintiff retained competent counsel who
18 is experienced in employment class actions and who have no conflicts. Third, there is no
19 antagonism between the interests of the Plaintiff and those of the Class. Both the Plaintiff and the
20 Class Members seek monetary relief under the same set of facts and legal theories.

21
22 I declare under penalty of perjury under the laws of the State of that the foregoing is true
23 and correct. Executed this 3rd day of September, 2021, at La Jolla, California.

24
25 
26 Kyle R. Nordrehaug

EXHIBIT #1

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement” or “Agreement”) is made by and between plaintiff Matthew O’Donnell (“Plaintiff”) and defendant Okta, Inc. (“Okta”). Plaintiff and Okta collectively are referred to in this Agreement as the “Parties.”

I. RECITALS

- A. On October 30, 2020, Plaintiff filed two complaints against Okta in the Superior Court of the State of California, for the County of San Francisco (the “Superior Court”), entitled (i) “*MATTHEW O’DONNELL, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. OKTA, INC., a Corporation; and Does 1 through 50, Inclusive, Defendants*” (the “*O’Donnell I Action*”), No. CGC-20-587665, and (ii) “*MATTHEW O’DONNELL, on behalf of the State of California, as a private attorney general, Plaintiff, vs. OKTA, INC., a Corporation; and Does 1 through 50, Inclusive, Defendants*” (the “*O’Donnell II Action*”), No. CGC-20-587742 (collectively, the “Actions”). The complaint in the *O’Donnell I Action* asserted putative class claims against Okta for alleged failure to pay all wages due, including minimum wages and overtime wages, provide meal and rest periods, furnish accurate itemized wage statements, and pay all wages due to discharged and quitting employees. The complaint in the *O’Donnell II Action* asserted a claim under the California Labor Code Private Attorneys General Act, Cal. Lab. Code section 2698 *et seq.*, (“PAGA”) for alleged failure to pay all wages due, including minimum wages and overtime wages, provide meal and rest periods, reimburse necessary business expenses, furnish accurate itemized wage statements, and pay all wages due to discharged and quitting employees.
- B. On July 31, 2020, Plaintiff submitted to the Labor and Workforce Development Agency of the State of California (the “LWDA”) notice of claims under PAGA against Okta.
- C. On March 9, 2021, the Parties participated in a mediation presided over by David A. Rotman, Esq., of Mediated Negotiations. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Actions and agreed to settle the Actions, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Agreement entered into at the mediation and any other agreements, understandings, or representations between the Parties.
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Okta that Plaintiff’s claims in the Actions have merit or that it has any liability to Plaintiff or the Class on those claims, or as an admission by Plaintiff that Okta’s defenses in the Actions have merit.

Based on these Recitals, incorporated by reference in this Agreement, the Parties agree as follows:

II. DEFINITIONS

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

- A. “Actions” means the civil actions titled “*MATTHEW O’DONNELL, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. OKTA, INC., a Corporation; and Does 1 through 50, Inclusive, Defendants,*” designated as No. CGC-20-587665, and “*MATTHEW O’DONNELL, on behalf of the State of California, as a private attorney general, Plaintiff, vs. OKTA, INC., a Corporation; and Does 1 through 50, Inclusive, Defendants,*” designated as No. CGC-20-587742, both currently pending in the Superior Court of the State of California, for the County of San Francisco.
- B. “Class” means all current and former employees who worked for Okta in a non-exempt position in California at any time from October 30, 2016 through the earlier of (i) the date on which the Superior Court grants preliminary approval of the Settlement or (ii) June 7, 2021.
- C. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- D. “Class Counsel Fees and Expenses Payment” means the amount awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses in connection with the Actions, including their pre-filing investigation, their commencement of the Actions and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- E. “Class Members” means all members of the Class.
- F. “Class Notice” means the Notice of Proposed Settlement, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- G. “Class Notice Packet” means the Class Notice (Exhibit A to this Agreement) and the Notice of Estimated Settlement Share (Exhibit B to this Agreement).
- H. “Class Period” means the period of time from October 30, 2016 through the earlier of (i) the date on which the Superior Court grants preliminary approval of the Settlement or (ii) June 7, 2021.
- I. “Class Representative Payment” means the special payment made to Plaintiff in his capacity as Class Representative to compensate him for initiating and pursuing

the Actions, undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Actions, and granting the release described in section III.I.1 of the Settlement.

- J. "Effective Date" means the date by which all of the following have occurred:
1. Okta has not voided this Settlement pursuant to section III.H.6;
 2. the Superior Court enters the Judgment; and
 3. the Judgment becomes Final.
- K. "Final" means the last of the following dates, as applicable.
1. The last date on which a notice of appeal from the Judgment may be filed, and none is filed.
 2. If a timely appeal from the Judgment is filed, the last of the following dates:
 - a. the last date by which a petition for review by the California Supreme Court of the California Court of Appeal's decision affirming the Judgment may be filed, and none is filed;
 - b. the last date by which a petition for a writ of *certiorari* to the United States Supreme Court of a decision by the California Court of Appeal or the California Supreme Court affirming the Judgment may be filed, and none is filed;
 - c. if a petition for review by the California Supreme Court, or a petition for a writ of *certiorari* to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal's decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.
- L. "Final Approval Hearing" means the hearing to be conducted by the Superior Court to determine whether to approve finally and implement the terms of this Agreement.
- M. "Okta's Counsel" means Zachary P. Hutton and Anna M. Skaggs of Paul Hastings LLP.
- N. "Judgment" means the Order Granting Final Approval of Class Action Settlement and the Final Judgment entered by the Superior Court in substantially the same forms evidenced by Exhibits D-1 and D-2, respectively, to this Agreement and incorporated by reference into this Agreement.

- O. “LWDA Payment” means the 75% of the PAGA Civil Penalties payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as specified in section III.F.3 of this Agreement.
- P. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as the Class Payment portion of Settlement Shares to Class Members after deductions for (a) PAGA Civil Penalties; (b) the Class Representative Payment; (c) the Class Counsel Fees and Expenses Payment; and (d) the Settlement Administrator’s fees and expenses. The entire Net Settlement Amount will be distributed to Class Members. If any Settlement Share check is not timely cashed by a Class Member, that share will be sent to the California State Controller’s Office, Unclaimed Property Fund, in the name of the Class Member, where the Class Member can later claim their funds.
- Q. “Notice of Estimated Settlement Share” means the form that Class Members will receive that describes their estimated Settlement Shares, as evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- R. “PAGA Amount” means the 25% of the PAGA Civil Penalties payable to Class Members under PAGA, as specified in section III.E.1.b of this Agreement.
- S. “PAGA Civil Penalties” means the amount set aside from the Total Settlement Amount for settlement of claims for civil penalties under PAGA, as specified in section III.C of this Agreement. Per Labor Code § 2699(i), 75% of such penalties will be payable to the LWDA as the LWDA Payment, and the remaining 25% will be payable to PAGA Settlement Group Members as the PAGA Amount.
- T. “PAGA Period” means the period of time from October 30, 2019 through the earlier of (i) the date on which the Superior Court grants preliminary approval of the Settlement or (ii) June 7, 2021.
- U. “PAGA Settlement Group” means all current and former employees who worked for Okta in a non-exempt position in California at any time from October 30, 2019 through the earlier of (i) the date on which the Superior Court grants preliminary approval of the Settlement or (ii) June 7, 2021. The PAGA Settlement Group is a subset of the Class.
- V. “PAGA Settlement Group Members” means all members of the PAGA Settlement Group.
- W. “Preliminary Approval of the Settlement” means the Superior Court’s preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties both agree. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

- X. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.
- Y. “Settlement Share” means the portion of the Net Settlement Amount and PAGA Amount allocable to each Class Member as provided by this Agreement.
- Z. “Superior Court” means the Superior Court of the State of California in and for the County of San Francisco.
- AA. “Total Settlement Amount” means the total amount to be paid by Okta as provided by this Agreement. The Total Settlement Amount is \$2,800,000 (Two Million Eight Hundred Thousand Dollars) without reversion to Okta. The Total Settlement Amount will cover (a) all Settlement Shares paid to Class Members pursuant to the Settlement; (b) the PAGA Civil Penalties (75% of which will constitute the LWDA Payment and 25% of which will constitute the PAGA Amount); (c) Plaintiff’s Class Representative Payment; (d) the Class Counsel Fees and Expenses Payment (which includes all attorneys’ fees and expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Settlement, attending to the administration of the Settlement, and obtaining dismissal of the Actions); and (e) the Settlement Administrator’s fees and expenses.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Amended Complaint.** Prior to seeking the Superior Court’s approval of the Settlement, Plaintiff will file a First Amended Complaint (“FAC”) in the *O’Donnell I* Action that encompasses all claims pending in the *O’Donnell II* Action. Okta will stipulate to the filing of the FAC, subject to the Superior Court’s approval.
- B. **Dismissal of *O’Donnell II* Action.** Within ten (10) days of filing the FAC in the *O’Donnell I* Action, Plaintiff will dismiss the *O’Donnell II* Action in its entirety, without prejudice.
- C. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, including but not limited to section III.H.6, the Total Settlement Amount is \$2,800,000 (Two Million Eight Hundred Thousand Dollars). The Total Settlement Amount will cover (a) all Settlement Shares paid to Class Members pursuant to the Settlement; (b) the PAGA Civil Penalties of \$50,000 (75% of which will constitute the LWDA Payment and 25% of which will constitute the PAGA Amount); (c) Plaintiff’s Class Representative Payment; (d) the Class Counsel Fees and Expenses Payment (which includes all attorneys’ fees and expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Settlement, attending to the administration of the Settlement, and obtaining dismissal of the Actions); and (e) the Settlement Administrator’s fees and expenses. All of the Total Settlement

Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Total Settlement Amount will revert to Okta.

- D. **Employer's-Side Payroll Taxes.** Okta's share of payroll taxes on the Wage Portions of the Settlement Shares paid to the Class shall be paid by Okta separately from, and in addition to, the Total Settlement Amount.
- E. **Settlement Shares.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares as follows:

- 1. **Calculation.**

- a. **Class Payments.** Each Class Member who does not opt out of the Settlement will receive a "Class Payment" equal to the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for Okta in a position covered by the Settlement during the Class Period ("Covered Workweeks") to (ii) the total number of Covered Workweeks worked by all Class Members. Class Members are not required to submit claim forms to receive Class Payments.
- b. **PAGA Amount Payments.** In addition to the Net Settlement Amount, \$12,500 (25% of the PAGA Civil Penalties) has been designated as the "PAGA Amount." Each PAGA Settlement Group Member shall receive a "PAGA Amount Payment" equal to the PAGA Amount times the ratio of (i) the number of pay periods worked by the PAGA Settlement Group Member for Okta in a position covered by the Settlement during the PAGA Period ("Covered Pay Periods") to (ii) the total number of Covered Pay Periods worked by all such PAGA Settlement Group Members. All PAGA Settlement Group Members, including those who opt out of the Settlement, will receive a PAGA Amount Payment. One hundred percent (100%) of the PAGA Amount Payment is in settlement of claims for civil penalties under PAGA and thus shall not be subject to payroll tax withholdings or wage deductions and shall be reported on IRS Form 1099.

- 2. **Effect of Class Members Who Opt Out of Settlement.** A Class Member who timely and validly opts out of the Settlement by submitting a "Request for Exclusion" to the Settlement Administrator will not participate in or be bound by the Settlement; will not receive the Class Payment portion of his or her Settlement Share; and will not be included with those other Class Members counted for purposes of the calculation of the Class Payment portion of Settlement Shares, except that all PAGA Settlement Group Members will release the Released PAGA Claims as described in section III.I.3, and will receive a PAGA Amount Payment regardless of whether they opt out. The Class Payment portion of the

Settlement Share that otherwise would have been payable to a Class Member who opts out of the Settlement will be retained in the Net Settlement Amount for distribution to all other Class Members.

3. **Treatment.** With the exception of the PAGA Amount Payments (which shall be reported on IRS Form 1099), the Settlement Shares shall be reported to taxing authorities as follows:
 - a. One-third (1/3) of each Settlement Share (the “Wage Portion”) will be treated as a payment in settlement of the Class Member’s claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Class Member a Form W-2 with respect to the Wage Portion.
 - b. Two-thirds (2/3) of each Settlement Share (the “Non-Wage Portion”) will be treated as a payment in settlement of the Class Member’s claims for all penalties and interest. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the Non-Wage Portion.

F. **Payments to Plaintiff, Class Counsel, LWDA, and Settlement Administrator.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Total Settlement Amount as follows:

1. **To Plaintiff.** In addition to Plaintiff’s Settlement Share (which includes the Class Payment and the PAGA Amount Payment), Plaintiff will apply to the Superior Court for an award of not more than \$10,000 as Plaintiff’s Class Representative Payment in consideration of initiating and pursuing the Actions, undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Actions, and granting the release provided for in section III.I.1 of the Settlement. Okta will not oppose a Class Representative Payment of \$10,000 to Plaintiff. The Settlement Administrator will pay the Class Representative Payment approved by the Superior Court (but not more than \$10,000) out of the Total Settlement Amount. If the Superior Court approves a Class Representative Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Class Representative Payment, and instead a Form 1099 will be issued to Plaintiff with respect to this payment.
2. **To Class Counsel.** Class Counsel will apply to the Superior Court for an award of not more than \$933,333.33 for attorneys’ fees (one-third (1/3) of

the Total Settlement Amount of \$2,800,000) and \$27,000 for expenses, as set forth in their billing statement to Plaintiff, as their Class Counsel Fees and Expenses Payment, and Okta will not oppose their request. If the Superior Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount. A Form 1099 will be issued to Class Counsel with respect to the awarded attorneys' fees and costs, and Class Counsel beforehand will furnish a completed Form W-9.

3. **To LWDA and PAGA Settlement Group Members.** The Parties will apply to the Superior Court for approval of the PAGA Civil Penalties payment of \$50,000, which shall consist of the LWDA Payment of \$37,500 (75% of the PAGA Civil Penalties) as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to PAGA and the PAGA Amount of \$12,500 (25% of the PAGA Civil Penalties) to be distributed to the PAGA Settlement Group Members as described in section III.E.1.b. This amount reflects the Parties' good-faith and reasonable assessment, for purposes of settlement, of the likelihood that a PAGA representative action would be maintained; that liability under PAGA would be established; and the amount of penalties the Superior Court would award even if a PAGA representative action were maintained and liability were found. If the Superior Court approves PAGA Civil Penalties of less than \$50,000, the remainder will be retained in the Net Settlement Amount. If the Superior Court orders PAGA Civil Penalties in excess of \$50,000, the excess amount shall be taken from the Net Settlement Amount.
4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Superior Court. It is projected that these fees and expenses shall not exceed \$15,000.

- G. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint ILYM Group to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to the Class Members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; receiving Class Member opt-outs from the Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Class Member opt-outs from the Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this

Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Class Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Total Settlement Amount.

H. Procedure for Approving Settlement.

1. Motion for Preliminary Approval.

- a. Promptly after the Superior Court's ruling on Plaintiff's dismissal of the *O'Donnell II* Action, the Parties jointly will file a motion (the "Motion for Preliminary Approval") with the Superior Court in the *O'Donnell I* Action for an order granting Preliminary Approval of the Settlement; conditionally certifying the Class; appointing the Class Representative, Class Counsel, and Settlement Administrator; setting a date for the Final Approval Hearing; and approving the Class Notice and the Notice of Estimated Settlement Share.
- b. Pursuant to PAGA, on the date the Parties file the Motion for Preliminary Approval with the Superior Court, Plaintiff will submit to the LWDA the Motion for Preliminary Approval and the Settlement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA, and will request the Superior Court to adjudicate the validity of the PAGA Notice in the Motion for Final Approval of the Settlement and bar any claim to void the Settlement under PAGA.
- c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion in the form evidenced by Exhibit C to this Agreement.
- d. Should the Superior Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

2. **Notice to Class Members.** After the Superior Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet (which will include the Class

Notice completed to reflect the order granting preliminary approval of the Settlement, and the Notice of Estimated Settlement Share) as follows:

- a. Within thirty (30) days after the Superior Court enters its order granting Preliminary Approval of the Settlement, Okta will provide to the Settlement Administrator an electronic database for the Class Members, containing each Class Member's name, last-known mailing address, telephone number, Social Security number, employee identification number, and his or her number of Covered Workweeks and Covered Pay Periods. If any or all of the Class Members' data are unavailable to Okta, Okta will use best efforts to deduce or reconstruct the Class Members' data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except in order to carry out the reasonable efforts described in section III.H.2, or pursuant to Okta's express written authorization or by order of the Superior Court.
- b. Within fifteen (15) days after receiving the Class Members' data from Okta, the Settlement Administrator will (i) search for updated addresses for all Class Members using the National Change of Address (NCOA) database; (ii) update any Class Member addresses found through the NCOA search; (iii) calculate each Class Member's estimated Settlement Share; (iv) send to counsel for the Parties its payment calculations for Class Members and obtain approval from counsel of the calculations; and (v) send a Class Notice Packet to each Class Member. The Settlement Administrator will mail this information to all identified Class Members. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.
- c. If a Class Notice Packet is returned because of an incorrect address and no forwarding address is affixed thereto, the Settlement Administrator will promptly, and not later than five (5) business days from receipt of the returned packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Members' data and otherwise work with Okta to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the deadlines set forth in this Agreement, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail;

performing address searches for all mail returned without a forwarding address using available email addresses, telephone numbers, and Social Security numbers; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note the address for its own records and notify Class Counsel and Okta's Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

- d. Each week, the Settlement Administrator will provide to Class Counsel and Okta's Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of any opt-outs from the Settlement.
- e. In connection with the filing of the Parties' Motion for Final Approval of the Settlement, the Settlement Administrator will prepare, and the Parties will file with the Superior Court, a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Opt-outs from Settlement.** Class Members may submit objections to the Settlement or opt out of the Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** Class Members who wish to object to any term of the Settlement must submit an objection to the Settlement Administrator, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets. The Settlement Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and Okta's Counsel, who shall then promptly file all such objections with the Superior Court. Okta's Counsel and Class Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection must: (1) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets. The objection also will indicate whether the Class Member intends to

appear at the Final Approval Hearing. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement.

- b. **Request for Exclusion.** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a written Request for Exclusion letter, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets. The Request for Exclusion is a letter prepared by the Class Member containing: (1) the Class Member's name, address, telephone number, and the last four digits of his or her Social Security number; (2) a statement that the Class Member wishes to exclude himself or herself from the Settlement; and (3) the Class Member's signature. If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who timely submits a valid Request for Exclusion will not participate in or be bound by the Settlement and the Judgment, except that all Class Members who worked for Okta during the PAGA Period will release the Released PAGA Claims as described in section III.I.3 and will receive a portion of the PAGA Amount regardless of whether they opt out. A Class Member who does not complete and mail a valid Request for Exclusion in the manner and by the deadline specified above will automatically be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Superior Court, and by the Judgment. Any Class Members who timely submits a valid Request for Exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.
- c. **Report.** Not later than ten (10) days after the deadline for submission of opt-outs to the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of objections and opt-outs submitted by Class Members.

- 4. **Resolution of Disputes.** If a Class Member disputes the information shown on his or her Notice of Estimated Settlement Share, the Class Member must ask the Settlement Administrator to resolve the matter by returning the Notice of Estimated Settlement Share with the information that he or she contends is correct and including with the sheet any documentation the Class Member has to support his or her contention. In the event of such a dispute, Okta will have the right to review its payroll and personnel records to verify the correct information. After consultation

with Class Counsel, the Class Member, and Okta, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.

5. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement.
6. **Right of Okta to Reject Settlement.** If ten percent (10%) or more of Class Members, or a number of Class Members whose Settlement Shares would be worth ten percent (10%) or more of the Net Settlement Amount as calculated, timely submit valid Requests for Exclusion, Okta will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. Okta must exercise this right within fifteen (15) days after the Settlement Administrator notifies the Parties of the number of opt-outs, which the Settlement Administrator will do within ten (10) days after the deadline for submission of Requests for Exclusion. If Okta exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If Okta does not exercise the right to rescind, the Parties jointly will move for final approval of the Settlement and for an award of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to the Settlement, which Okta will not oppose.
7. **Additional Briefing and Final Approval.**
 - a. Not later than sixteen (16) court days before the Final Approval Hearing, the Parties jointly will file with the Superior Court a Motion for Final Approval of the Settlement, the LWDA Payment, payment of the Settlement Administrator's reasonable fees and expenses, and for awards of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement; and a declaration prepared by the Settlement Administrator listing the employee identification numbers of all Class Members who timely submitted a valid Request for Exclusion.
 - b. Not later than five (5) days before the Final Approval Hearing, Plaintiff and/or the Parties jointly may file a reply in support of the Motion for Final Approval of the Settlement to the extent that any opposition to the motion is filed.
 - c. If the Superior Court does not grant final approval of the Settlement, or if the Superior Court's final approval of the Settlement is reversed or materially modified on appellate review,

then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Okta to pay the Total Settlement Amount, except that Okta will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not constitute a material modification of the Settlement; although Plaintiff maintains the right to appeal any such reduction.

- d. Together with the Motion for Final Approval, the Parties will present a proposed Judgment to the Superior Court for its approval and entry, in substantially the form evidenced by Exhibit D-2 to this Agreement. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the *O'Donnell I* Action and the Settlement solely for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

- 8. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement and intervene in the Action, Okta, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Superior Court to award the full Class Representative Payment or the Class Counsel Fees and Expenses Payment sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

- 9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Okta will have the right to void the Settlement, which the Party must do by giving written notice to the other

Parties, the reviewing court, and the Superior Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court's award of the Class Representative Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

10. **Timing of Settlement Payments.** Within three (3) days after the Settlement becomes Final, as defined in this Agreement, the Settlement Administrator will provide Okta with wire transfer information. Within twenty (20) days after the Settlement Administrator provides Okta with wire transfer information, Okta will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within fifteen (15) days thereafter, the Settlement Administrator will pay to Class Members the Settlement Shares; to Plaintiff, the Class Representative Payment; to the LWDA, the LWDA Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the Settlement Administrator, its reasonable fees and expenses.
11. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's Settlement Share check is not cashed within one hundred and twenty (120) days after its last mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a Class Member fails to cash the check for his or her Settlement Share within one hundred and eighty (180) days after it is mailed to him or her, the Settlement Administrator will distribute the funds to the California State Controller's Office, Unclaimed Property Fund in the name of the Class Member. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Class Members, whether or not they cash their Settlement Share checks. Any amounts paid to PAGA Settlement Group Members for PAGA Amount Payments shall be treated in the same manner.

I. Release and Waiver of Claims.

1. **Plaintiff.** In consideration of Plaintiff's awarded Class Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final, with the

sole exception of the individual claims for disability and leave discrimination, retaliation, and wrongful termination in violation of public policy already asserted in the pending in the *O'Donnell I* Action (the “Excluded Claims”), Plaintiff releases any and all known and unknown claims against Okta and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (“Released Parties”) that occurred during the Class Period, and waives the protection of California Civil Code section 1542, which reads:

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.

(“Plaintiff’s Released Claims”). Expressly excluded from Plaintiff’s Released Claims are the Excluded Claims and any claims for workers’ compensation benefits, unemployment insurance benefits, claims outside the Class Period, and any other claims that cannot be waived by law.

2. **Class Members.** In consideration for their awarded Class Payment portions of their Settlement Shares, upon the Effective Date, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against Okta and the Released Parties that were pled or could have been pled based on the factual allegations contained in the operative complaint or any amendments thereto or notices submitted by Plaintiff to the LWDA pursuant to PAGA that occurred during the Class Period and arise out of the allegations that Okta failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees. The released claims include claims brought under California Labor Code sections 201-204, 206.5, 210, 226, 226.3, 226.7, 351, 510, 512, 515, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208, the Industrial Welfare Commission Wage Order, and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest. The release excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period and PAGA claims outside of the PAGA Period. (The “Released Class Claims.”)

3. **PAGA Settlement Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, upon the Effective Date, the State of California and all PAGA Settlement Group Members release any and all claims under PAGA for civil penalties against Okta and the Released Parties that were pled or could have been pled based on the factual allegations contained in the operative complaints in the Actions or any amendments thereto or notices submitted by Plaintiff to the LWDA pursuant to PAGA that occurred during the PAGA Period (the “Released PAGA Claims”). All PAGA Settlement Group Members will release the Released PAGA Claims, and will receive a PAGA Amount Payment, regardless of whether they opt out of the Settlement.
4. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys’ fees and/or expenses in this Action, other than those specified in this Agreement.
- J. **No Effect on Other Benefits.** The Net Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Class Members, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- K. **Confidentiality Preceding Preliminary Approval.** Plaintiff and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff’s attorneys agree not to publicize the Settlement on their website or social media other than posting publicly filed documents. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and his attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement, except as needed to inform the Court of the status of the case.
- L. **Unanticipated Increase in Covered Workweeks.** It is estimated that there are approximately 510 Class Members who worked 25,000 workweeks from the start of the Class Period up to the date the mediation data was provided to Plaintiff in December 2020. Defendant will provide final confirmation of the number of Class Members and workweeks they worked up to the date the mediation data was provided. The Gross Settlement Amount will increase proportionally with added workweeks if the number is more than 5% of the estimated workweeks or Class Members stated herein.
- M. **Miscellaneous Terms.**
 1. **No Admission of Liability.**
 - a. Okta denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone

under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Okta, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by Okta was meritorious. This Settlement and the fact that Plaintiff and Okta were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

- b. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only and if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (a) a class should be certified or (b) Okta is liable to Plaintiff or the Class.
- c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Okta or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against Okta or any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

- 2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it

will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
5. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
8. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
9. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
2255 Calle Clara
La Jolla, CA 92037
Telephone: 1(858) 551-1223
Facsimile: 1(858) 551-1232
norm@bamlawca.com
kyle@bamlawca.com
AJ@bamlawca.com
nick@bamlawca.com

To Okta:

PAUL HASTINGS LLP
Zachary P. Hutton
Anna M. Skaggs
101 California Street, 48th Floor
San Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
zachhutton@paulhastings.com
annaskaggs@paulhastings.com

10. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: May 25, 2021.

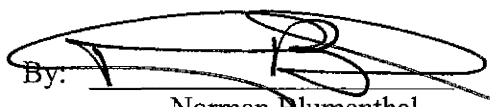
MATTHEW O'DONNELL

Matthew O'Donnell

Matthew O'Donnell (May 25, 2021 13:17 PDT)

Dated: 5/25, 2021.

NORMAN BLUMENTHAL
NORDREHAUG BLUMENTHAL
BHOWMIK DE BLOUW LLP

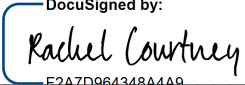
By: 

Norman Blumenthal

Attorneys for Plaintiff Matthew O'Donnell

Dated: 5/19/2021, 2021.

OKTA, INC.

By: 
Rachel Courtney
Okta, Inc.

Dated: 05/17/2021, 2021.

ZACHARY P. HUTTON
PAUL HASTINGS LLP

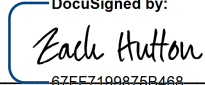
By: 
Zachary P. Hutton
Attorneys for Defendant Okta, Inc.

EXHIBIT A

**[NOTICE OF PROPOSED SETTLEMENT, CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, PRELIMINARY APPROVAL OF SETTLEMENT, AND
HEARING DATE FOR FINAL COURT APPROVAL]**

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

To: All current and former employees who worked for Okta in a non-exempt position in California at any time from October 30, 2016 through [earlier of (i) date of preliminary approval or (ii) June 7, 2021].

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY OKTA. IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT SHARE AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH OKTA IS CORRECT. IF THE INFORMATION IS NOT CORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR FOLLOWING THE INSTRUCTIONS IN THIS NOTICE.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is set forth in the Notice of Estimated Settlement Share enclosed with this Class Notice. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 7 below. If your address has changed, you must notify the Settlement Administrator as explained in the Notice of Estimated Settlement Share.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will not receive a Class Payment and you will not release the Released Class Claims. However, if you are a PAGA Settlement Group Member, you will still receive a PAGA Amount Payment and be bound by the release of the Released PAGA Claims. Instructions are set forth in Section 5 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO (THE "COURT") ENTERED ON [DATE OF PRELIMINARY APPROVAL], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

Exhibit A

1. WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached between plaintiff Matthew O’Donnell, (“Plaintiff”) and defendant Okta, Inc. (“Okta”), in the class action pending in the Court (the “Action”)

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because Okta’s records indicate that you are a member of the Class. This notice is designed to inform you of the terms of the Settlement and how you can object to the Settlement, opt out of the Settlement, or provide corrected information to the Settlement Administrator. Unless you opt out of the Settlement, the Settlement if finally approved by the Court will be binding upon you.

2. WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the Superior Court of California, County of San Francisco, is titled “*Matthew O’Donnell v. Okta, Inc.*,” No. CGC-20-587665 (the “Action”).

In this Action, Plaintiff alleges that Okta failed to pay all wages due, including minimum wages and overtime wages, provide meal and rest periods, furnish accurate itemized wage statements, and pay all wages due to discharged and quitting employees.

Okta denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims.

After good-faith negotiations, in which both sides recognized the risk of an uncertain outcome, Plaintiff and Okta agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Okta that Plaintiff’s claims in the Action have merit or that it has any liability to Plaintiff or the proposed class on those claims. On the contrary, Okta denies any and all such liability, and maintains that it complied with all applicable laws.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

SUMMARY OF THE SETTLEMENT

3. WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition of “Class Member”:

Exhibit A

All current and former employees who worked for Okta in a non-exempt position in California at any time from October 30, 2016 through [earlier of (i) date of preliminary approval or (ii) June 7, 2021].

Class Members who fall within the following definition are also “PAGA Settlement Group Members”:

All current and former employees who worked for Okta in a non-exempt position in California at any time from October 30, 2019 through [earlier of (i) date of preliminary approval or (ii) June 7, 2021].

4. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. Okta will pay \$2,800,000 as the Total Settlement Amount. The Total Settlement Amount will fund all payments to be made under the Settlement.
2. The “Net Settlement Amount” is the amount from the Total Settlement Amount that is available for distribution as the Class Payment portion of Settlement Shares to Class Members after deductions for PAGA Civil Penalties to be paid pursuant to the Labor Code Private Attorneys General Act (“PAGA”), the Class Representative Payment, the Class Counsel Fees and Expenses Payment, and the Settlement Administrator’s reasonable fees and expenses.
3. The Class Payment portion of the Settlement Share shall be paid to each Class Member who does not timely opt out of the Settlement by timely submitting a valid Request for Exclusion. However, as described below, all Class Members who are also PAGA Settlement Group Members will receive the PAGA Amount Payment portion of their Settlement Share.
4. The Settlement Share for a Class Member will depend on the number of workweeks the Class Member worked in a position covered by the Settlement during the Covered Period, the number of pay periods the Class Member worked in a position covered by the Settlement during the PAGA Period (if any), and the amounts awarded by the Court for the payments to Plaintiff, Class Counsel, the PAGA Civil Penalties, and the Settlement Administrator.
5. The Settlement Administrator will calculate each Class Member’s Settlement Share as follows:
 - a. **Class Payments.** Each Class Member who does not opt out of the Settlement will receive a “Class Payment” equal to the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for Okta in a position covered by the Settlement during the period of time from October 30, 2016 through [earlier of (i) date of preliminary approval or (ii) June 7, 2021] (the “Class Period”) to (ii) the total number of workweeks worked by all such Class Members for Okta in a position covered by the Settlement during the Class Period.

Exhibit A

- b. **PAGA Amount Payments.** In addition to the Net Settlement Amount, \$12,500 of the Total Settlement Amount has been designated as the “PAGA Amount.” Each PAGA Settlement Group Member at any time from October 30, 2019 through **earlier of (i) date of preliminary approval or (ii) June 7, 2021** (the “PAGA Period”) will receive a “PAGA Amount Payment” equal to the PAGA Amount times the ratio of (i) the number of pay periods worked by the PAGA Settlement Group Member during the PAGA Period to (ii) the total number of pay periods worked by all such PAGA Settlement Group Members during the PAGA Period. All PAGA Settlement Group Members, including those who opt out of the Settlement, will receive a PAGA Amount Payment.
6. An approximation of your Settlement Share appears on your Notice of Estimated Settlement Share accompanying this Notice. Your actual Settlement Share may be more or less once awarded. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

5. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

1. You will be included in the Settlement and receive the Class Payment portion of your Settlement Share (if any) unless you opt out of the Settlement, by mailing to the Settlement Administrator a signed “Request for Exclusion” letter, **postmarked no later than 45 days after mailing of class notice**. The Request for Exclusion must include your name, address, telephone number, and the last four digits of your Social Security number, and should state in substance:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE O’DONNELL V. OKTA, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE THE CLASS PAYMENT PORTION OF MY SETTLEMENT SHARE.”

In addition, the Request for Exclusion must include your signature.

If you request to be excluded from the Settlement by the deadline, you will be excluded from the Settlement and will not receive a Class Payment. You will retain the right you may have, if any, to pursue a claim against Okta. However, all PAGA Settlement Group Members (defined above) will be bound by the release of PAGA claims, and will receive a PAGA Amount Payment, regardless of whether they opt out of the Settlement.

6. WHAT IF THE INFORMATION ON THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT AWARD IS INACCURATE?

1. The Court has appointed ILYM Group to act as an independent Settlement Administrator and to resolve any disputes concerning the calculation of Class Members’ Settlement Shares and their entitlement to Settlement Shares.

Exhibit A

2. If you dispute the accuracy of any of the information used to calculate your Covered Workweeks or Covered Pay Periods, shown on your enclosed Notice of Estimated Settlement Share, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Notice of Estimated Settlement Share to the Settlement Administrator **postmarked no later than [45 days after mailing of class notice]**. You should submit any documentary evidence that you have, along with the form. After consultation with you, Class Counsel, and Okta, the Settlement Administrator will make a determination of the number of your Covered Workweeks and Covered Pay Periods, and that determination will be final, binding on you and Okta, and non-appealable.

7. WHAT CLAIMS ARE BEING RELEASED AS PART OF THE

1. **Class Members.** In consideration for their awarded Class Payment portions of their Settlement Shares, as of the Effective Date of the Settlement, all Class Members (other than those Class Members who timely and validly requested to be excluded from the Settlement) release any and all known and unknown claims against Okta and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (the “Released Parties”) that were pled or could have been pled based on the factual allegations contained in the operative complaint or any amendments thereto or notices submitted by Plaintiff to the LWDA pursuant to PAGA that occurred during the Class Period (October 30, 2016 through **earlier of (i) date of preliminary approval or (ii) June 7, 2021**) and arise out of the allegations that Okta failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees. The released claims include claims brought under California Labor Code sections 201-204, 206.5, 210, 226, 226.3, 226.7, 351, 510, 512, 515, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208, the Industrial Welfare Commission Wage Order, and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest. The release excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period and PAGA claims outside of the PAGA Period. (The “Released Class Claims.”)
2. **PAGA Settlement Group Members.** In consideration for their awarded PAGA Amount Payment portions of their Settlement Shares, as of the Effective Date of the Settlement, all PAGA Settlement Group Members release any and all claims under PAGA for civil penalties against Okta and the Released Parties that were pled or could have been pled based on the factual allegations contained in the operative complaints in the Actions or any amendments thereto or notices submitted by Plaintiff to the LWDA pursuant to

Exhibit A

PAGA that occurred during the PAGA Period (the “Released PAGA Claims”). All PAGA Settlement Group Members will release the Released PAGA Claims, and will receive a PAGA Amount Payment, regardless of whether they opt out of the Settlement.

3. **Class Representative Payment.** Plaintiff will seek approval from the Court for a payment of \$10,000 in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Action, and granting the general release as part of the Settlement. This payment, which will be paid in addition to Plaintiff’s Settlement Share, will be made out of the Total Settlement Amount.
4. **Class Counsel Fees and Expenses Payment.** As part of the final approval hearing, Class Counsel will request up to \$933,333.33 for attorneys’ fees (one-third (1/3) of the Total Settlement Amount of \$2,800,000) and \$27,000 for their expenses incurred in connection with their work in this case. Okta does not oppose these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys’ fees and expenses payment is finally approved by the Court. Class Counsel’s attorneys’ fees and expenses as approved by the Court will be paid out of the Total Settlement Amount.
5. **Payment to LWDA.** Because PAGA Settlement Group Members are also releasing their claims for civil penalties under PAGA, the parties have agreed that the LWDA, which is entitled to share in any recovery of civil penalties under PAGA, will be paid \$37,500 out of the Total Settlement Amount as the LWDA’s share of the settlement of civil penalties. This amount is subject to the Court’s approval.
6. **Costs of Administration.** The reasonable costs of administering the Settlement, including the Settlement Administrator’s fees and expenses, estimated to be no more than \$15,000, will be paid out of the Total Settlement Amount.
7. **Plaintiff and Class Counsel’s Support of the Settlement.** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

8. WHAT ARE MY RIGHTS AS A CLASS MEMBER?

Exhibit A

1. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Okta and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.
2. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members participate and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Notice of Estimated Settlement Share (including your mailing address) is correct, you need not return the form. Any correction to the Notice of Estimated Settlement Share must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than [45 days after mailing of class notice]**. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.
3. **Excluding yourself from the Settlement.** If you do not wish to participate in the Settlement, you must mail a written "Request for Exclusion" letter (described above), **postmarked no later than [45 days after mailing of class notice]**. Any person who timely and properly opts out of the Settlement will no longer be a member of the Settlement Class, will not be eligible to receive a Settlement Share, and will not be included in calculating the Class Payment portion of the Settlement Share of any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Okta, except that all PAGA Settlement Group Members (defined above) will release the Released PAGA Claims described above, and will receive a PAGA Amount Payment regardless of whether they opt out of the Settlement. An incomplete or unsigned Request for Exclusion will be deemed invalid.

Consistent with Okta policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opts out of the Settlement.
4. **Objecting to the Settlement.** If you do not submit a Request for Exclusion, you may object to the terms of the Settlement before final approval.

MAIL YOUR OBJECTION TO:

O'Donnell v. Okta Settlement Administrator
c/o ILYM Group
[settlement administrator address]

Exhibit A

Any written objection must state your full name, current address, and telephone number; contact information for any attorney representing you for purposes of your objection; all of your objections and their factual and legal bases; whether you intend to appear at the final approval hearing; and must include any and all papers, briefs, written evidence, declarations, and/or other evidence supporting your objection. Written objections to the Settlement must be mailed and postmarked by not later than **[45 days after mailing of class notice]**.

If you submit a timely written objection, you may also appear personally or through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so, but only if you indicate in your objection that you intend to appear.

If the Court overrules your objection, you will be bound by the terms of the Settlement and will still be sent your Settlement Share.

9. THE LAWYERS FOR THE PARTIES

CLASS COUNSEL

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Norman B. Blumenthal
Kyle R. Nordrehaug

2255 Calle Clara
La Jolla, CA 92037
Telephone: 1(858) 551-1223
Email: kyle@bamlawca.com
Website: www.bamlawca.com

OKTA'S COUNSEL

PAUL HASTINGS LLP
Zachary P. Hutton
Anna M. Skaggs
Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, California 94111

DO NOT TELEPHONE THE COURT OR OKTA'S COUNSEL.

10. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on **[REDACTED]**, 2021, at **[REDACTED]:[REDACTED]** a.m., in Department **[REDACTED]** of the Superior Court of California, County of San Francisco, 400 McAllister Street, San Francisco, California 94102, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payment and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you have submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.

11. GETTING MORE INFORMATION

Exhibit A

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation including the Settlement Agreement, may be examined at the Office of the Clerk, County of San Francisco, 400 McAllister Street, San Francisco, California 94102, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator. Reference the *O'Donnell v. Okta* Wage and Hour Settlement. You may also get more details and examine the documents in the court's file, free of charge, by visiting <http://www.sfsuperiorcourt.org/online-services> and entering the Case No. CGC-20-587665 in the Online Services under "Case Query."

PLEASE DO NOT TELEPHONE THE COURT OR OKTA'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE OR THE SETTLEMENT ADMINISTRATOR AT [INSERT NUMBER].

EXHIBIT B

[NOTICE OF ESTIMATED SETTLEMENT SHARE]

Exhibit B

NOTICE OF ESTIMATED SETTLEMENT SHARE

MATTHEW O'DONNELL V. OKTA, INC.,
SAN FRANCISCO COUNTY SUPERIOR COURT CASE NO. CGC-20-587665

Please complete, sign, date and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Estimated Settlement Share:

According to Okta's records:

- (a) you worked [] workweeks for Okta in a non-exempt position in California at any time between October 30, 2016 and **<<EARLIER OF PRELIMINARY APPROVAL DATE OR JUNE 7, 2021>>**;
- (b) you worked [] pay periods for Okta in a non-exempt position in California at any time between October 30, 2019 and **<<EARLIER OF PRELIMINARY APPROVAL DATE OR JUNE 7, 2021>>**.

Based on the above, your Class Payment is estimated at \$[] and your PAGA Amount Payment (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at \$[].

(IV) If you disagree with items (a)-(b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Okta's records, Okta's records will control unless you are able to provide documentation that establishes otherwise and that Okta's records are mistaken. If there is a dispute about whether Okta's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator.

Date: _____

Signature: _____

Exhibit B

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<45 DAYS AFTER MAILING OF CLASS NOTICE>>.**

EXHIBIT C

[PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT]

[Counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MATTHEW O'DONNELL, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

OKTA, INC., a corporation; and Does 1
through 50, Inclusive,

Defendants.

Case No. CGC-20-587665

[PROPOSED] ORDER:

**(1) PRELIMINARILY APPROVING
PROPOSED SETTLEMENT;**

**(2) CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;**

**(3) APPOINTING CLASS
REPRESENTATIVE, CLASS COUNSEL,
AND SETTLEMENT ADMINISTRATOR;**

**(4) APPROVING CLASS NOTICE AND
RELATED MATERIALS; AND**

**(5) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Judge: Hon. [REDACTED]

Dept.: [REDACTED]

Complaint filed: October 30, 2020

FAC filed: [REDACTED], 2021

Trial date: None set

Exhibit C

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
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Attorneys for Defendant Okta, Inc.

Exhibit C

1 The joint motion of plaintiff Matthew O'Donnell ("Plaintiff") and defendant Okta, Inc.
2 ("Defendant" or "Okta") (together, the "Parties") for Preliminary Approval of Class Action
3 Settlement (the "Motion") came on regularly for hearing before this Court on
4 _____, 2021 at ____:____ a.m. / p.m. The Court, having considered the
5 proposed Settlement Agreement (the "Settlement"), attached as Exhibit 1 to the Declaration of
6 Kyle Nordrehaug filed concurrently with the Motion; having considered the Motion,
7 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
8 therewith, and any argument presented at the hearing on the Motion; and good cause appearing,
9 HEREBY ORDERS THE FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action settlement as set
11 forth in the Settlement and finds its terms to be within the range of reasonableness of a
12 settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.
13 For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and
14 that there is a sufficiently well-defined community of interest among the members of the Class in
15 questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional
16 certification of the Class, which is defined as follows:

17 All current and former employees who worked for Okta in a non-exempt
18 position in California at any time from October 30, 2016 through [the date
19 on which the Court grants preliminary approval of the Settlement] [June 7,
20 2021].

20 2. For purposes of the Settlement, the Court designates Plaintiff Matthew O'Donnell
21 as Class Representative, and designates Norman B. Blumenthal, Kyle R. Nordrehaug and
22 Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

23 3. The Court designates ILYM Group as the third-party Settlement Administrator
24 for mailing notices.

25 4. The Court approves, as to form and content, the Notice of Proposed Settlement,
26 Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing
27 Date for Final Court Approval ("Class Notice"), and the Notice of Estimated Settlement Share,
28

Exhibit C

1 attached as Exhibit A and Exhibit B, respectively, to the Settlement (collectively, the “Class
2 Notice Packet”).

3 5. The Court finds that the form of notice to the Class Members regarding the
4 pendency of the action and of the Settlement, and the methods of giving notice to Class
5 Members, constitute the best notice practicable under the circumstances, and constitute valid,
6 due, and sufficient notice to all Settlement Class members. The form and method of giving
7 notice complies fully with the requirements of California Code of Civil Procedure section 382,
8 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
9 other applicable law.

10 6. The Court further approves the procedures for Class Members to opt out of or
11 object to the Settlement, as set forth in the Notice.

12 7. The procedures and requirements for filing objections in connection with the
13 Final Approval Hearing are intended to ensure the efficient administration of justice and the
14 orderly presentation of any Class Member’s objection to the Settlement, in accordance with the
15 due process rights of all Settlement Class members.

16 8. The Court directs the Settlement Administrator to mail the Class Notice Packet to
17 the Class Members in accordance with the terms of the Settlement.

18 9. The Notice shall provide at least 45 calendar days’ notice from the date of initial
19 mailing for Class Members to opt out of, or object to, the Settlement.

20 10. The Final Approval Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable, and adequate is scheduled in Department [REDACTED] of this Court,
22 located at 400 McAllister Street, San Francisco, California 94102, on _____,
23 2021 at ____:____ a.m. / p.m.

24 11. At the Final Approval Hearing, the Court will consider: (a) whether the
25 Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether
26 a judgment granting final approval of the Settlement should be entered; and (c) whether
27 Plaintiff’s application for reasonable attorneys’ fees, reimbursement of litigation expenses,
28 representative payment to Plaintiff, and settlement administration costs should be granted.

Exhibit C

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's representative payment, and settlement administration costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Okta to provide Class Data to Settlement Administrator no later than [30 days after preliminary approval]:	_____, 2021
Settlement Administrator to mail Class Notice Packets to Class Members no later than [15 days after receiving Class Data]:	_____, 2021
Deadline for Class Members to opt out, or object to, the Settlement, or submit disputes to the Settlement Administrator [45 days after mailing of Class Notice Packets]:	_____, 2021
Deadline for Parties to jointly file Motion for Final Approval of Class Action Settlement:	_____, 2021
Final Approval Hearing	_____, 2021

14. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____, 2021

The Honorable _____
Judge of the Superior Court

EXHIBITS D-1 AND D-2

**[PROPOSED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND THE PROPOSED FINAL JUDGMENT]**

[Counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

MATTHEW O'DONNELL, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

OKTA, INC., a corporation; and Does 1
through 50, Inclusive,

Defendants.

Case No. CGC-20-587665

**[PROPOSED] ORDER GRANTING
JOINT MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. [REDACTED]
Dept.: [REDACTED]

Complaint filed: October 30, 2020
FAC filed: [REDACTED], 2021
Trial date: None set

Exhibit D-1

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Attorneys for Plaintiff

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Attorneys for Defendant Okta, Inc.

Exhibit D-1

On [REDACTED], 2021, a hearing was held on the joint motion of plaintiff Matthew O'Donnell ("Plaintiff") and defendant Okta, Inc. ("Defendant" or "Okta"), for final approval of their class settlement (the "Settlement") and payments to the Labor and Workforce Development Agency ("LWDA") and the Settlement Administrator. Kyle Nordrehaug of Blumenthal Nordrehaug Bhowmik De Blouw LLP appeared for Plaintiff, and Zachary P. Hutton of Paul Hastings LLP appeared for Okta.

The parties have submitted their Settlement, which this Court preliminarily approved by its [REDACTED], 2021, order ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], 2021, the Court grants final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. The certification of the following Class is confirmed for the purpose of entering a settlement in this matter:

All current and former employees who worked for Okta in a non-exempt position in California at any time from October 30, 2016 through [date of preliminary approval] [June 7, 2021].

2. The Settlement Administrator received [REDACTED] valid requests for exclusion from the Class. The employee identification numbers of the individuals who timely submitted valid requests for exclusion are listed in Exhibit [REDACTED] to the Declaration of [Settlement Administrator] filed on [date].

3. The Court confirms the appointment of plaintiff Matthew O'Donnell as Class Representative, and Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

Exhibit D-1

1 4. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and
2 Final Approval Hearing, and Notice of Estimated Settlement Share were sent to each Class
3 Member by first-class mail. These papers informed Class Members of the terms of the
4 Settlement, their right to receive a Settlement Share, their right to comment on or object to the
5 Settlement or to opt out of the Settlement and pursue their own remedies, and their right to
6 appear in person or by counsel at the final approval hearing and be heard regarding approval of
7 the Settlement. Adequate periods of time were provided by each of these procedures. No Class
8 Members objected to the Settlement as part of this notice process or stated an intent to appear at
9 the final approval hearing.

10 5. The Court finds and determines that this notice procedure afforded adequate
11 protections to Class Members and provides the basis for the Court to make an informed decision
12 regarding approval of the Settlement based on the responses of Class Members. The Court finds
13 and determines that the notice provided in this case was the best notice practicable, which
14 satisfied the requirements of law and due process.

15 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
16 determines that the proposed class, as defined in the definitions section of the Settlement, meets
17 all of the legal requirements for class certification, and it is hereby ordered that the Class is
18 finally approved and certified as a class for purposes of the Settlement.

19 7. [The Court overrules the objections raised by objecting Class Members.]

20 8. The Court further finds and determines that the terms of the Settlement are fair,
21 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
22 not opted out will be bound by the Settlement, except that PAGA Settlement Group Members (as
23 defined in the Settlement, those who worked for Okta during the applicable PAGA period
24 (October 30, 2019 through [date of preliminary approval] [June 7, 2021])) will release the PAGA
25 claims released in the Settlement, and will receive a portion of the amount set aside as PAGA
26 penalties, regardless of whether they opt out of the Settlement. The Settlement is ordered finally
27 approved, and that all terms and provisions of the Settlement should be and hereby are ordered to
28 be consummated.

Exhibit D-1

1 9. The Court finds and determines that the Settlement Shares to be paid to the Class
2 Members (including the Class Payments to be paid to Class Members who did not timely submit
3 a valid Request for Exclusion and PAGA Amount Payments to be paid to all PAGA Settlement
4 Group Members), as provided for by the Settlement, are fair and reasonable. The Court hereby
5 grants final approval to and orders the payment of those amounts to be made to the Class
6 Members out of the Net Settlement Amount and PAGA Amount in accordance with the
7 Settlement.

8 10. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
9 Code §§ 2699(l)(2), (l)(4), the LWDA has been given notice of the Settlement. Pursuant to
10 PAGA, on the date the parties filed the motion seeking approval of the Settlement with the
11 Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
12 Settlement. The Court finds and determines that the notice of the Settlement complied with the
13 statutory requirements of PAGA.

14 11. The Court finds and determines that the resolution of the Released PAGA Claims
15 and the PAGA Civil Penalties, which includes the payment to the LWDA of \$37,500 as its share
16 of the settlement of civil penalties, in this case is fair, reasonable, and appropriate. The Court
17 hereby gives final approval to and orders that the payment of the PAGA Civil Penalties be paid
18 out of the Total Settlement Amount in accordance with the Settlement.

19 12. The Court finds and determines that the fees and expenses of ILYM Group in
20 administering the settlement, in the amount of \$15,000, are fair and reasonable. The Court
21 hereby grants final approval to and orders that the payment of approximately that amount be paid
22 out of the Total Settlement Amount in accordance with the Settlement.

23 13. In addition to any recovery that Plaintiff may receive from the Net Settlement
24 Amount and PAGA Amount, and in recognition of the Plaintiff's efforts on behalf of the
25 Settlement Class, the Court hereby approves the payment of an incentive award to Plaintiff in the
26 amount of \$10,000. This shall be paid from the Total Settlement Amount.

27 14. Pursuant to the authorities and argument presented to the Court, the Court
28 approves the payment of attorneys' fees to Class Counsel in the sum of \$933,333.33, plus costs

Exhibit D-1

1 and expenses in the amount of \$ [REDACTED]. This shall be paid from the Total Settlement
2 Amount.

3 15. The parties are hereby ordered to comply with the terms of the Settlement.

4 16. Without affecting the finality of this order in any way, pursuant to California
5 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
6 interpretation, administration, implementation, effectuation, and enforcement of this order and
7 the Settlement.

8 **IT IS SO ORDERED.**

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10 Dated: _____, 2021

11 The Honorable [REDACTED]
12 Judge of the Superior Court
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[Counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

MATTHEW O'DONNELL, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

OKTA, INC., a corporation; and Does 1
through 50, Inclusive,

Defendants.

Case No. CGC-20-587665

[PROPOSED] FINAL JUDGMENT

Judge: Hon. [REDACTED]

Dept.: [REDACTED]

Complaint filed: October 30, 2020

FAC filed: [REDACTED], 2021

Trial date: None set

Exhibit D-2

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
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25 Attorneys for Defendant Okta, Inc.

Exhibit D-2

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Settlement Agreement and the Order Granting Final
5 Approval of Settlement, Plaintiff Matthew O'Donnell ("Plaintiff"), and all members of the Class,
6 shall take nothing by their complaint in this Action.

7 2. Without affecting the finality of this judgment in any way, pursuant to California
8 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
9 interpretation, administration, implementation, effectuation, and enforcement of this order and
10 the Settlement.

11 3. Upon completion of administration of the settlement, the Settlement
12 Administrator will provide written certification of such completion to the Court and counsel for
13 the parties. The Court sets a compliance hearing date of _____, at
14 _____ a.m. / p.m., and the written certification of the Settlement Administrator shall be
15 filed no later than fourteen (14) days before this hearing.

16 4. The Court finds that in consideration of Plaintiff's awarded Class Representative
17 Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of
18 the date the Settlement becomes Final and is fully funded, except as provided below, Plaintiff
19 releases any and all known and unknown claims against Okta and any present and former
20 parents, subsidiaries and affiliated companies or entities, and their respective officers, directors,
21 employees, partners, shareholders and agents, and any other successors, assigns and legal
22 representatives and its related persons and entities ("Released Parties"), and waives the
23 protection of California Civil Code section 1542, which provides: "A general release does not
24 extend to claims that the creditor or releasing party does not know or suspect to exist in his or
25 her favor at the time of executing the release and that, if known by him or her, would have
26 materially affected his or her settlement with the debtor or released party." ("Plaintiff's
27 Released Claims.") Expressly excluded from Plaintiff's Released Claims are Plaintiff's
28 individual claims for disability and leave discrimination, retaliation, and wrongful termination in

Exhibit D-2

1 violation of public policy previously asserted in this action and dismissed with prejudice
2 following the execution of a separate settlement agreement, any claims for workers
3 compensation benefits or unemployment insurance benefits, claims outside the Class Period, and
4 any other claims that cannot be waived by law.

5 5. The Court finds that in consideration for their awarded Class Payment portions of
6 their Settlement Shares, as of the Effective Date of the Settlement, all Class Members (other than
7 those Class Members who timely and validly requested to be excluded from the Settlement)
8 release any and all known and unknown claims against Okta and the Released Parties that were
9 pled or could have been pled based on the factual allegations contained in the operative
10 complaint or any amendments thereto or notices submitted by Plaintiff to the LWDA pursuant to
11 PAGA that occurred from October 30, 2016 through [date of preliminary approval] [June 7,
12 2021] and arise out of the allegations that Okta failed to pay all wages due, including minimum
13 wages and overtime wages; provide meal and rest periods; furnish accurate itemized wage
14 statements; or pay all wages due to discharged and quitting employees. The released claims
15 include claims brought under California Labor Code sections 201-204, 206.5, 210, 226, 226.3,
16 226.7, 351, 510, 512, 515, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*,
17 and 2802, California Business and Professions Code sections 17200-17208, the Industrial
18 Welfare Commission Wage Order, and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
19 Such claims include claims for wages, statutory penalties, civil penalties, or other relief under
20 the California Labor Code, PAGA, relief from unfair competition under California Business and
21 Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest. The release
22 excludes all other claims, including claims for vested benefits, wrongful termination,
23 unemployment insurance, disability, social security, workers' compensation, claims outside of
24 the Class Period (October 30, 2016 through [date of preliminary approval] [June 7, 2021]) and
25 PAGA claims outside of the PAGA Period (October 30, 2019 through [date of preliminary
26 approval] [June 7, 2021]). (The "Released Class Claims.")

27 6. The Court finds that in consideration for their awarded PAGA Amount Payment
28 portions of their Settlement Shares, as of the Effective Date of the Settlement, all PAGA

Exhibit D-2

1 Settlement Group Members release any and all claims under PAGA for civil penalties against
2 Okta and the Released Parties that were pled or could have been pled based on the factual
3 allegations contained in the operative complaints in the Actions or any amendments thereto or
4 notices submitted by Plaintiff to the LWDA pursuant to PAGA that occurred during the PAGA
5 Period (the “Released PAGA Claims”), regardless of whether they opted out of the Settlement.

6 7. The parties shall bear his, her, its or their own respective attorneys’ fees and costs
7 except as otherwise provided in the Settlement, the Order Granting Final Approval of
8 Settlement, and this Judgment.

9 The Court enters final judgment in the Action in accordance with the Settlement and this
10 Order, subject to the Court’s retention of continuing jurisdiction over the Action and the
11 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
12 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
13 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
14 law.

15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

16 Dated: _____, 2021

17 _____
18 The Honorable [REDACTED]
19 Judge of the Superior Court
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EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

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REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No. 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Diary, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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