

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Bori Byun, Paulina Ceballos, Nathaniel Dearth, Lizzie Gordon, Nikia Lenef, Gavriel Reichman, Ronen Sartena, Isabel Strobing, Joseph Tull, and Alex White (“Plaintiffs”) and Defendants Meltwater News US, Inc. and/or Meltwater News US 1, Inc. (“Meltwater”) (collectively with Plaintiffs, the “Parties”) hereby enter into this Settlement Agreement and Release (the “Agreement”) to resolve the wage and hour claims of Plaintiffs and class and collective members (as defined below).

RECTICALS

- A. WHEREAS, on December 20, 2019, Plaintiffs’ counsel sent Meltwater a letter in which they asserted that Meltwater denied its Sales Representatives proper overtime pay, and invited Meltwater to engage in settlement negotiations;
- B. WHEREAS, on January 29, 2020, Plaintiffs Isabel Strobing, Nika Lenef, and Gavriel Reichman filed a Class and Collective Action Complaint in the District of Massachusetts alleging that Hourly Sales Representatives were denied overtime pay under the Fair Labor Standards Act and Massachusetts, Illinois, and New York wage and hour laws; and Plaintiff Ceballos filed a Class and Collective Action Complaint in the Northern District of California alleging that Hourly Sales Representatives were denied overtime pay under the Fair Labor Standards Act and California wage and hour law; and on October 2, 2020, Plaintiff Ronen Sartena filed a Class Action Complaint in the Supreme Court of the State of New York, Suffolk County, alleging that Sales Representatives were denied overtime pay under the New York wage and hour laws and on October 23, 2020, amended to add Plaintiffs Nathaniel Dearth, Lizzie Gordon, and Isabel Strobing, and federal, California, Illinois, and Massachusetts claims;
- C. WHEREAS, on or around February 5, 2020, the Parties agreed to engage in dialogue regarding the possibility of a resolution of the threatened wage and hour claims and agreed to toll the limitations period on those claims;
- D. WHEREAS, on September 14, 2020, the Parties participated in a full-day mediation session with the assistance of experienced wage and hour class and collective action mediator Jeffrey Ross. Thereafter, the Parties engaged in additional settlement discussions, resulting in an accord fully executed on October 22, 2020;
- E. WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the claims, if not settled now, might result in a recovery less favorable to Plaintiffs and class and collective members, and that might not occur for several years, Plaintiffs’ Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that the Agreement is in the best interests of Plaintiffs and class and collective members;

- F. WHEREAS, Meltwater has denied and continues to deny all allegations made by Plaintiffs, has denied and continues to deny that Hourly Sales Representatives and Salaried Sales Representatives were denied overtime pay under the Fair Labor Standards Act and California, Illinois, New York, and Massachusetts wage and hour law, that Meltwater is liable or owes damages or penalties to anyone with respect to the alleged facts or causes of action subject to this Agreement, and that the claims subject to this Agreement are appropriate for class or collective treatment, except for the purposes of settlement only. Nonetheless, without admitting or conceding any liability or damages whatsoever, Meltwater has agreed to settle the disputed issues on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing litigation these claims; and
- G. NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement on the following terms and conditions:

1. DEFINITIONS

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

- 1.1. **Agreement** means this Settlement Agreement and Release.
- 1.2. **Application for Final Approval** means documents and materials to be filed with the Court pursuant to Section 7(A), seeking final approval of the settlement, attorneys' fees and expenses, and Service Awards.
- 1.3. **Bar Date** means the date that is sixty (60) days from the date of the initial mailing of Notices, except for Class Members and Putative Collective Members to whom Notice was re-mailed, for whom the Bar Date shall be the later of the sixty (60) days from the initial mailing or forty-five (45) days from the date of re-mailing, whichever is later. The Bar Date is the date by which any Putative Collective Member who wishes to qualify as a Participating Collective Member must timely file a Claim Form pursuant to Section 4(F) and the deadline for Objections or Class Members' Opt-out Statements, if any.
- 1.4. **California Class Members** means, collectively, California Hourly Sub-Class Members and California Salaried Sub-Class Members.
- 1.5. **California Hourly Class Period** means January 29, 2016 through November 16, 2020.
- 1.6. **California Salaried Class Period** means February 5, 2016 through November 16, 2020.

- 1.7. **California Hourly Sub-Class Members** means Hourly Sales Representatives employed by Meltwater in California during the California Hourly Class Period .
- 1.8. **California Salaried Sub-Class Members** means Salaried Sales Representatives employed by Meltwater in California during the California Salaried Class Period.
- 1.9. **Claim Form** means the form that Putative Collective Members must return by the Bar Date to become Participating Collective Members. The Claim Form is subject to approval by the Court. A copy of the Claim Form will be attached to the Notices.
- 1.10. **Class Counsel** means Outten & Golden LLP.
- 1.11. **Class List** means a list of all Class Members and Putative Collective Members, including their names, last known addresses, last known telephone numbers, last known personal email addresses, social security numbers, and dates and locations of employment with Meltwater as an Hourly Sales Representative and/or dates and locations of employment with Meltwater as a Salaried Sales Representative.
- 1.12. **Class Members** means, collectively, California Class Members, Illinois Class Members, Massachusetts Class Members, and New York Class Members.
- 1.13. **Class Member Witnesses** means Bori Byun, Joseph Tull, and Alex White.
- 1.14. **Court** means the Supreme Court of the State of New York, County of Suffolk.
- 1.15. **Days** means calendar days.
- 1.16. **Defendants' Counsel** means Jackson Lewis P.C.
- 1.17. **Eligible Workweek** means each calendar week worked by an Hourly Sales Representative and/or Salaried Sales Representatives during a relevant class period or the FLSA Collective Period.
- 1.18. **Eligible PAGA Workweek** means each calendar week worked by a PAGA Member during the relevant PAGA Period.
- 1.19. **Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation in this Litigation, including but not limited to FICA, FUTA, and SUTA obligations. Meltwater shall pay Employer Payroll Taxes in addition to the Total Settlement Amount in Accordance with the terms of this Agreement.

- 1.20. **Fairness Hearing** means the hearing before the Court relating to the application for Final Approval.
- 1.21. **Final Approval Order** means the Order entered by the Court after the Fairness Hearing, approving the terms and conditions of this Agreement, authorizing distribution of the Settlement Checks, Service Awards, PAGA Fund, and attorneys' fees and costs.
- 1.22. **FLSA Collective Period** means February 5, 2017 through November 16, 2020.
- 1.23. **Hourly Sales Representative** means any employee of Meltwater who worked as a Business Development Representative, Client Onboarder, Client Success Analyst, Client Success Representative, Client Support Representative, Growth Representative, Sales Consultant, Sales Development Representative, Senior Client Success Analyst, Senior Client Success Representative, Senior Client Support Representative, and/or a Senior Sales Consultant.
- 1.24. **Illinois Class Members** means, collectively, Illinois Hourly Sub-Class Members and Illinois Salaried Sub-Class Members.
- 1.25. **Illinois Hourly Class Period** means period January 29, 2017 through November 16, 2020.
- 1.26. **Illinois Salaried Class Period** means February 5, 2017 through November 16, 2020.
- 1.27. **Illinois Hourly Sub-Class Members** means Hourly Sales Representatives employed by Meltwater in Illinois during the Illinois Hourly Class Period.
- 1.28. **Illinois Salaried Sub-Class Members** means Salaried Sales Representatives employed by Meltwater in Illinois during the Illinois Salaried Class Period.
- 1.29. **Litigation** means the case *Sartena v. Meltwater*, Index No. 614389/2020, filed in the Supreme Court of New York, County of Suffolk.
- 1.30. **Massachusetts Class Members** means Hourly Sales Representatives employed by Meltwater in Massachusetts during the Massachusetts Hourly Class Period.
- 1.31. **Massachusetts Hourly Class Period** means January 29, 2017 through November 16, 2020.

- 1.32. Named Plaintiffs** means Paulina Ceballos, Nathaniel Dearth, Lizzie Gordon, Nikia Lenef, Gavriel Reichman, Ronen Sartena, and Isabel Strobing.
- 1.33. Net Fund** means the Total Settlement Amount less (1) the Settlement Administrator's fees and cost; 2) Court-approved attorney's fees and costs for Class Counsel; (3) Court-approved Service Awards; and (4) the PAGA Fund.
- 1.34. New York Class Members** means Hourly Sales Representatives employed by Meltwater in New York during the New York Hourly Class Period.
- 1.35. New York Hourly Class Period** means January 29, 2014 through November 16, 2020.
- 1.36. Notice or Notices** means the Court-approved Notice of Proposed Class Action Settlement (for Class Members) and Notice of Proposed Collective Action Settlement (for Putative Collective Members who are not also Class Members), as authorized in the Preliminary Approval Award, substantially in the form of Exhibits A-B.
- 1.37. Objector** means an individual who properly files an Objection to the Settlement and does not include any Class Member who opts-out of this settlement or any Putative Collective Member who does not opt into this settlement.
- 1.38. Operative Complaint** means the First Amended Complaint filed in the Litigation.
- 1.39. Opt-out Statement** is a written, signed statement that an individual Class Member has decided to opt out and be excluded from this settlement.
- 1.40. PAGA Check Enclosure Letter** means the letter attached hereto as Exhibit C which the Settlement Administrator shall mail to PAGA Members together with the Settlement Check for the PAGA Member's Net PAGA Amount.
- 1.41. PAGA Fund** means seventy-two thousand five hundred dollars (\$72,500) of the Total Settlement Amount that is attributed to the settlement of the PAGA claims. Seventy-five percent (75%) of the PAGA Fund, or fifty-four thousand three hundred and seventy-five dollars (\$54,375) shall be paid to the California Labor and Workforce Development Agency ("LWDA") ("LWDA Payment") and twenty-five percent (25%), or eighteen thousand one hundred and twenty-five dollars (\$18,125) of the PAGA Fund shall be paid to the PAGA Members ("PAGA Payment") as set forth in Section 9.4 below.

- 1.42. PAGA Members** means Hourly Sales Representatives employed by Meltwater in California during the Hourly PAGA Period and Salaried Sales Representatives employed by Meltwater in California during the Salaried PAGA Period.
- 1.43. PAGA Period** means period July 28, 2019 through November 16, 2020 for Salaried PAGA Members; and January 29, 2019 through November 16, 2020 for Hourly PAGA Members.
- 1.44. Participating Class Members** means all Class Members who do not timely submit Opt-Out Statements before the Bar Date.
- 1.45. Participating Collective Member** means all Putative Collective Members who timely submit Claim Forms before the Bar Date.
- 1.46. Preliminary Approval Order** means the Order entered by the Court: (i) certifying each sub-class solely for the purpose of effectuating the Agreement; (ii) conditionally certifying the Fair Labor Standards Act (“FLSA”) Collective pursuant to 29 U.S.C. § 216(b) solely for the purpose of effectuating the Agreement; (iii) preliminarily approving the terms and conditions of this Agreement; (iv) appointing Class Counsel as defined above; (v) directing the manner and timing of providing Notice to the Class Members; and (vi) setting dates to effectuate the terms of this Agreement, including the Bar Date and the date of the Fairness Hearing.
- 1.47. Putative Collective Members** means Hourly Sales Representatives employed by Meltwater nationwide during the FLSA Collective Period and Salaried Sales Representatives employed by Meltwater nationwide during the FLSA Collective Period.
- 1.48. Qualified Settlement Fund or QSF** means the account established by the Settlement Administrator for the Total Settlement Amount paid by Meltwater. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement and the Court’s Orders for Preliminary Approval and Final Approval. Interest, if any, earned on the QSF shall become part of the Net Fund.
- 1.49. Released California Claims** means the California wage and hour claims pled or that could have been pled based on the facts alleged in the Operative Complaint that accrued during California Hourly Class Members’ employment as Hourly Sales Representatives during the California Hourly Class Period and during California Salaried Class Members’ employment as Salaried Sales Representatives during the California Salaried Class Period, including, without limitations, all state claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses.

- 1.50. Released Class Claims** means Released California Claims, Released Illinois Claims, Released New York Claims, and Released Massachusetts Claims.
- 1.51. Released Collective Claims** means the wage and hour claims pled or that could have been pled based on the facts alleged in the Operative Complaint that accrued during Participating Collective Members' employment as Hourly Sales Representatives and/or Salaried Sales Representatives, relating back to the full extent of the federal and relevant state statutes of limitations, including any period tolled by the parties' February 5, 2020 tolling agreement, and continuing through November 16, 2020, including, without limitations, all federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.
- 1.52. Released Illinois Claims** means the Illinois wage and hour claims pled or that could have been pled based on the facts alleged in the Operative Complaint that accrued during Illinois Hourly Class Members' employment as Hourly Sales Representatives during the Illinois Hourly Class Period and during Illinois Salaried Class Members' employment as Salaried Sales Representatives during the Illinois Salaried Class Period, including, without limitations, all state claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.
- 1.53. Released Massachusetts Claims** means the Massachusetts wage and hour claims pled or that could have been pled based on the facts alleged in the Operative Complaint that accrued during Massachusetts Class Members' employment as Hourly Sales Representatives during the Massachusetts Hourly Class Period, including, without limitations, all state claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.
- 1.54. Released New York Claims** means the New York wage and hour claims pled or that could have been pled based on the facts alleged in the Operative Complaint that accrued during New York Class Members' employment as Hourly Sales Representatives during the New York Hourly Class Period, including, without limitations, all state claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.
- 1.55. Released PAGA Claims** means the claims relating to penalties under the California Private Attorneys General Act pled in the Operative Complaint that accrued during PAGA Members' employment as Hourly Sales Representatives during the Hourly PAGA Period and as Salaried Sales Representatives during the Salaried PAGA

Period, including, without limitations, all state claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

- 1.56. Releasees** means Meltwater, its respective affiliates, subsidiaries, predecessors, successors, and assigns, and all other related entities, including but not limited to all of its incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities.
- 1.57. Reminder** means the text set forth in Exhibit D hereto, which the Settlement Administrator shall send via e-mail and First Class United States Mail postcard to Putative Collective Members who have not returned a Claim Form thirty (30) days after the initial dissemination of the Notice.
- 1.58. Salaried Sales Representative** means any employee of Meltwater who worked as a Client Success Manager and/or a Sales Manager.
- 1.59. Settlement Administrator** means the qualified administrator selected pursuant to Section 3(A) to disseminate the Notice, administer the calculation, allocation, and distribution of the QSF, and perform the administrative duties set forth in Section 3(C).
- 1.60. Settlement Checks** means checks issued to Participating Collective Members and Participating Class Members for their share of the Net Settlement Fund, calculated in accordance with this Agreement; and checks issued to PAGA Members for their share of the PAGA Payment, calculated in accordance with this Agreement.
- 1.61. Service Awards** means awards the Court approves to be paid to Named Plaintiffs Paulina Ceballos, Nathaniel Dearth, Lizzie Gordon, Nikia Lenef, Gavriel Reichman, Ronen Sartena, and Isabel Strobing of up to twelve thousand five hundred dollars (\$12,500.00) each and to be paid to Class Member Witnesses Bori Byun, Joseph Tull, and Alex White of up to seven thousand five hundred dollars (\$7,500.00) each in recognition for their services as Class Representatives.
- 1.62. Service Award Recipients** means Bori Byun, Paulina Ceballos, Nathaniel Dearth, Lizzie Gordon, Nikia Lenef, Gavriel Reichman, Ronen Sartena, Isabel Strobing, Joseph Tull, and Alex White.
- 1.63. Total Settlement Amount** refers to Fourteen Million Five Hundred Thousand Dollars (\$14,500,000.00), the maximum amount Meltwater has agreed to pay (other than Employer Payroll Taxes as set forth herein), subject to Section 9.1(B).

2. APPLICATION FOR PRELIMINARY APPROVAL

- A. **Timing.** Within seven (7) days after the execution of this Agreement, Class Counsel shall file a motion for preliminary settlement approval (“Preliminary Approval Motion”). The Parties will endeavor to file the Preliminary Approval Motion on or before December 16, 2020.
- B. **Content.** The Preliminary Approval Motion shall include: (1) the proposed Notices and Claim Forms attached hereto as Exhibits A-B; (2) a proposed Preliminary Approval Order; (3) an executed version of this Agreement; and (4) the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying classes and a Collective for settlement purposes only, and preliminarily approving the Agreement. The Preliminary Approval Motion also will seek the setting of the Bar Date for Putative Collective Members to submit Claim Forms and for Class Members to object or to opt-out, and for a Fairness Hearing for Final Approval of the settlement before the Court at the earliest practicable date.

3. SETTLEMENT ADMINISTRATOR

- A. **Retention.** Class Counsel has selected A.B. Data to serve as settlement administrator, with Meltwater’s approval.
- B. **Settlement Administration Costs.** The Settlement Administrator’s costs and expenses, not to exceed \$35,000.00, shall be paid from the Total Settlement Amount.
- C. **Responsibilities of the Settlement Administrator.** The Settlement Administrator shall be responsible for: disseminating the Notices, Claim Forms, and reminders, as provided herein; performing a skip trace up to two (2) times and resending, within one day of receipt, any Notice and Claim Form returned without forwarding information and resending to those with new forwarding information; responding to requests or communications made by the Parties; preparing, monitoring, and maintaining a website where Class Members and Putative Collective Members can review additional information regarding the settlement and submit a Claim Form; preparing, monitoring, and maintaining a telephone number with phone answerers; promptly furnishing to counsel for the Parties copies of any Objections and Opt-Out Statements that the Settlement Administrator receives; receiving, retaining, and reviewing submitted Claim Forms; providing counsel for the Parties with copies of all submitted Claim Forms; keeping track of Opt-Out Statements, Objections, or otherwise, including maintaining the original mailing envelope in which the request was mailed; providing Class Counsel with a list of the names, addresses, and contact information for Participating Class Members who do not opt-out after the

expiration of the Bar Date; distributing the Settlement Checks to Participating Collective Members, Participating Class Members, and PAGA Members, including the PAGA Check Enclosure Letter for PAGA Members; preparing, sending, and/or wire transferring Class Counsel's approved attorneys' fees and costs; mailing Service Awards in accordance with this Agreement and the Final Approval Order; remitting required amounts to the LWDA pursuant to the provisions of PAGA; working with Class Counsel and Defendant's Counsel to resolve disputes raised by Class Members and Putative Collective Members regarding Meltwater's records and/or the calculation of his or her Settlement Payment pursuant to section 9.5(C) below; referring to Class Counsel all inquiries by Class Members and Putative Collective Members regarding matters not within the Settlement Administrator's duties specified herein; responding to inquiries of Class Counsel and Defendants' Counsel consistent with the Settlement Administrator's duties specified herein; promptly apprising counsel for the Parties of the activities of the Settlement Administrator; maintaining adequate records of its activities, including the dates of the mailing of Notices and mailing and receipt of Claim Forms, returned mail and other communications and attempted written or electronic communications with Class Members and Putative Collective Members, confirming in writing to Class Counsel and Defendants' Counsel its completion of the administration of the Agreement; timely responding to communications from the Parties and their counsel; calculating the settlement amounts; reporting on the status of the settlement to the Parties on a weekly basis; notifying counsel for all Parties of all timely and untimely submissions; providing a compliance affidavit in connection with the Application for Final Approval; providing Defendants' Counsel with a redacted photocopy of each endorsed settlement check; locating Class Members and Putative Collective Members, including calling Class Members and Putative Collective Members, if necessary; establishing and administering the QSF; calculating and paying, as provided herein, all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; handling the California unclaimed property process for any Settlement Check to a PAGA Member not cashed; and such other tasks as set forth herein, or as the Parties mutually agree.

- D. Access to the Settlement Administrator.** The Parties will have equal access to the Settlement Administrator throughout the claims administration period. Meltwater shall provide the Settlement Administrator with the information necessary to calculate the estimated settlement amounts and Settlement Checks for the Putative and Participating Collective Members, Class Members, and PAGA Members, and both Parties shall reasonably

assist the Settlement Administrator in locating Class Members and Putative Collective Members.

4. NOTICE AND CLAIM FORMS TO CLASS MEMBERS

- A. **Class List.** Within seven (7) days of the date of the Preliminary Approval Order, Defendants' Counsel shall provide the Settlement Administrator and Class Counsel with the Class List. The Settlement Administrator shall provide the Parties with its calculations regarding the number of workweeks associated with the Class List, so that the parties are able to determine whether the terms of Section 9.1(B) are triggered.
- B. **Notice Content.** The Notices will include a description of the claims and this Agreement, the estimated amount of each Class Member and Putative Collective Member's Settlement Check, and the opportunity to object or opt out (for Class Members), or to participate by filing a Claim Form and/or by cashing or otherwise negotiating a Settlement Check, and/or appear at the Fairness Hearing, as applicable. The Notices will also advise the Putative Collective Members and Class Members of a website where they can review information regarding the settlement and submit a claim form.
- C. **Notice Distribution.** Within twenty-one (21) days of the Preliminary Approval Date, the Settlement Administrator shall send to all Class Members and Putative Collective Members, via First Class United States Mail and e-mail, the Court-approved Notice and Claim Form, enclosing a postage pre-paid return envelope. The Settlement Administrator will also send a text message advising Class Members and Putative Collective Members of the settlement. The Parties will also explore notification options via LinkedIn with the settlement administrator and will include some form of LinkedIn notice if it is cost effective and likely to significantly increase participation.
- D. **Skip Trace and Re-mailing.** The Settlement Administrator will use all commercially reasonable means to confirm Class Members' and Putative Collective Members' addresses and obtain new addresses as necessary. In the event that a Notice and Claim Form mailed to a Class Member or Putative Collective Member is returned as undeliverable, the Settlement Administrator shall attempt to obtain the correct address of such person, including up to two (2) skip traces, and shall attempt a re-mailing provided it obtains a more recent address. The Settlement Administrator shall also mail and/or email a Notice and Claim Form to any Class Member or Putative Collective Member who contacts the Settlement Administrator or Class Counsel during the time period between the initial mailing of the Notice and the Bar Date and requests a Notice and Claim Form.

- E. **Reminder.**** The Settlement Administrator shall send the reminder attached hereto as Exhibit D via e-mail and First-Class United States Mail postcard to each Putative Collective Member who has who has not returned a Claim Form thirty (30) days after the initial dissemination of the Notice. . The Settlement Administrator will also send a reminder text on that same day which directs Putative Collective Members to the settlement website.
- F. **Effective Claim Forms for Participating Collective Members.**** To be effective for the purposes of becoming a Participating Collective Member, a Claim Form must be post-marked, faxed, emailed, submitted/completed online, or otherwise received by the Settlement Administrator by the Bar Date and include a signature in the designated area. To the extent a mailed Claim Form does not bear a post-mark, the Claim Form will be deemed timely if the Settlement Administrator receives it within three (3) days of the Bar Date. Putative Collective Members who were unable to file the Claim Form by the Bar Date due to good cause, such as change of address, military service, hospitalization, or other extraordinary circumstances, as determined by the Settlement Administrator, shall have until three (3) days before the Fairness Hearing in which to return their Claim Form and become a Participating Collective Member.
- G. Participating Class Members will receive a Settlement Check regardless of whether they return a Claim Form.**

5. CLASS MEMBER OPT-OUTS

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

envelopes accompanying Opt-out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

6. OBJECTIONS TO SETTLEMENT

- A.** Participating Class Members who wish to present objections to the settlement or the Agreement at the Fairness Hearing must first do so in writing (“Objection”). To be considered, such Objection must be mailed to the Settlement Administrator via First-Class United States Mail and post-marked or otherwise received by the Bar Date. The Objection must include all reasons for objection to the settlement or the Agreement, and any supporting documentation. The Objection must also include the name, address, and telephone number for the Class Member making the objection (the “Objector”). The Settlement Administrator will stamp the date received on the original and send copies of each Objection, supporting documents, as well as a copy of the Notice and Claim Form mailed to the Objector, to Class Counsel and Defendants’ Counsel by email no later than three (3) days after receipt of the objection. A Class Member who opts out may not object. A Putative Collective Member who does not opt in may not object.
- B.** An Objector has the right to appear at the Fairness Hearing either on his or her own behalf or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in writing on his or her written Objection at the time he or she submits his or her written Objection. An Objector may withdraw his or her Objection at any time.
- C.** The Parties may file with the Court written responses to any filed Objections no later than three (3) days before the Fairness Hearing.

7. FAIRNESS HEARING AND APPLICATION FOR FINAL APPROVAL

- A.** After the Bar Date, in accordance with the schedule set by the Court in the Preliminary Approval Order and in advance of the Fairness Hearing, Class Counsel shall file supporting documents and materials for Final Approval of the Settlement (“Application for Final Approval”). The Application for Final Approval will include a compliance affidavit from the Settlement Administrator; an application for attorneys’ fees, costs, and Service Awards; supporting affidavits and documents from Class Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to this Agreement; and a proposed Final Approval Order.

- B.** At the Fairness Hearing and through the Application for Final Approval, the Parties shall request that the Court, among other things: (1) finally certify the sub-classes for purposes of settlement only; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and binding on all Participating Class Members and all Participating Collective Members; (3) order the Settlement Administrator to distribute Settlement Checks to the Participating Collective Members and Participating Class Members, and PAGA Payments to PAGA Members; (4) order Service Awards, attorneys' fees and costs, Settlement Administrator fees and Costs, and LWDA Payment to be paid from the QSF; (5) order dismissal with prejudice of all Released Class Claims and Released Collective Claims; (6) order entry of the Final Approval Award in accordance with this Agreement; and (7) retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated hereby.

8. TERMINATION OF AGREEMENT

- A. Grounds for Settlement Termination.** Either Party may terminate the Agreement if the Court declines to enter the Preliminary Approval Order or Final Approval Order, except if the Court declines to enter the Preliminary Approval Order or Final Approval Order due solely to the amount of attorneys' fees sought by Class Counsel. This Agreement is not contingent upon approval by the Court of Class Counsel's application for attorneys' fees, and if the Court approves the settlement payment amount allocated to the Class Members and Putative Collective Members as set forth in this Agreement, but not the application for attorneys' fees, (i) the Agreement may not be terminated, and (ii) any Court-required reduction of the attorneys' fees will be reallocated to Class Members and Putative Collective Members as part of the Net Fund. Meltwater will not oppose (a) an application for attorneys' fees of up to one-third of the Total Settlement Amount, plus litigation costs not to exceed \$30,000.00, to be paid out of the Total Settlement Amount, and/or (b) a motion for reconsideration of such application.
- B. Procedures for Termination.** To terminate this Agreement, the terminating Party shall give written notice to the other Party via email and overnight mail.
- C. Effect of Termination.** Termination shall have the following effects:

1. The Agreement shall be terminated as to the affected Parties and shall have no force or effect.
2. Meltwater shall have no obligation to make any payments to any party, Participating Class Member, Participating Collective Member, or Class Counsel, except that Meltwater shall be responsible for (i) the costs and fees associated with the Settlement Administrator subsequent to the signing of this Agreement, and (ii) the costs and expenses of the Settlement Administrator associated with the mailing of termination notice to Class Members and Putative Collective Members informing them of the settlement termination, if any.
3. If the Court grants Preliminary Approval but not Final Approval, the Settlement Administrator will provide a Court-approved notice to Class Members and Participating Collective Members that the Agreement did not receive Final Approval and that, as a result, no payments will be made to Class Members and Participating Collective Members under the Agreement. Such notice shall be sent by the Settlement Administrator via email and First Class United States Mail.
4. The Parties may jointly or individually seek reconsideration of a ruling by the Court declining to enter the Preliminary Approval Order or Final Approval Order in the form submitted by the Parties, or seek approval of a renegotiated settlement.
5. Litigation will resume as if no settlement had been attempted and the Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in prior to the entering of this Agreement, including the Parties' previous tolling agreement. Meltwater retains the right to contest whether the claims should be maintained as a class or collective action, and to contest the merits of the claims being asserted. The Preliminary Approval Order approving the settlement and certifying the class for settlement purposes only shall be null and void and the case may be certified only if Plaintiffs are granted class or collective certification after full briefing on a motion for such certification, or if the Parties agree otherwise.

9. SETTLEMENT TERMS

9.1. Settlement Amount

- A. Total Settlement Amount.** Meltwater agrees to pay a Total Settlement Amount of Fourteen Million Five Hundred Thousand Dollars

(\$14,500,000.00), subject to Section 9.1(B). Meltwater shall pay Employer Payroll Taxes separate from, and in addition to, the Total Settlement Amount.

- B. Increase in Net Fund.** This settlement is intended to cover no more than 40,000 workweeks for all Putative Collective Members, Class Members, and PAGA Members combined. Should the total number of workweeks increase by more than 8.5%, the Total Settlement Amount will increase by a proportional additional amount for each additional workweek above 8.5%.
- C. Funding.** The Total Settlement Sum will be paid out in four installments. Within five days of the Final Approval Order, Meltwater will deposit the first installment representing one third (1/3) of the Total Settlement Amount into the QSF, and will make a second installment payment representing one third (1/3) of the Total Settlement Sum within two months of the final approval order. Meltwater will make a third installment payment representing one sixth (1/6) of the Total Settlement Amount within three months from the Final Approval Order. The final one sixth (1/6) payment will be due from Meltwater at four months from the Final Approval Order. If Meltwater fails to make any monthly payment on the day it is due, and does not cure within 72 hours, Meltwater shall pay interest of one percent (1%) of the monthly installment for each week the installment is not paid. Any interest payments due under this provision shall be in addition to the Total Settlement Amount and shall become part of the Net Fund.
- D. Unclaimed Funds.** Any portion of the Total Settlement Amount not distributed as per the terms hereof, including any amounts initially allocated to Putative Collective Members who do not become Participating Collective Members, any interest accrued on the Qualified Settlement Fund, and any check not cashed after the expiration of the 120 days following issuance of checks to any Participating Collective Member or Class Member shall be redistributed *pro rata* to Participating Collective Members and Participating Class Members who cashed or otherwise negotiated a settlement check, or, if redistribution is impractical on the basis that the amount remaining in the Net Fund is similar to or less than the cost of a second distribution, it shall be donated to The Fortune Society in the state of New York as the *cy pres* recipient to be approved by the Court.

9.2. Attorneys' Fees, Expenses and Costs

- A.** At the Fairness Hearing and through the Application for Final Approval, Class Counsel will petition the Court for an award of attorneys' fees of up to one-third of the Total Settlement Amount, plus reimbursement of their actual litigation expenses and costs up to \$30,000.00 to be paid from the QSF. Meltwater will not oppose this application, including any appeal or request for reconsideration if the application is denied or modified by the Court.

- B. The substance of Class Counsel's application for attorneys' fees and costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of any proceeding related to Class Counsel's application for fees and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Application for Final Approval. Any amount not approved by the Court will become part of the Net Fund to be distributed to Participating Collective Members and Participating Class Members.
- C. Payment to Class Counsel of Court-approved fees and costs from the Total Settlement Amount shall be made seven (7) days after the settlement has been fully funded pursuant to Section 9.1(C).

9.3 Service Awards

- A. In return for services rendered to the Class Members, Named Plaintiffs will apply to the Court to receive up to Twelve Thousand Five Hundred Dollars (\$12,500.00) each as Service Awards from the Total Settlement Amount and Class Member Witnesses will apply to the Court to receive up to Seven Thousand Five Hundred Dollars (\$7,500.00) each.
- B. The application for Service Awards is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of the Court's ruling on the application for Service Awards will not terminate this Agreement or otherwise affect the Court's ruling on the Application for Final Approval, Final Approval Order, or the fairness or reasonableness of this Agreement. Meltwater will not oppose Named Plaintiffs' and Class Member Witnesses' application for Service Awards. Any amount not approved by the Court will become part of the Net Fund to be distributed to Participating Collective Members and Participating Class Members.
- C. A mutual general release as set forth in Section 10.1(D) will be executed by Meltwater and Service Award Recipients.
- D. Payment to Service Award Recipients of Court-approved Service Awards from the Total Settlement Amount shall be made seven (7) days after the settlement has been fully funded pursuant to Section 9.1(C).

9.4 Private Attorneys General Act Payment. The Parties agree that seventy-two thousand five hundred dollars (\$72,500) shall be allocated as settlement of claims under the Private Attorneys General Act ("PAGA"). Seventy-five percent (75%) of that total, or fifty-four thousand three hundred and seventy-five dollars (\$54,375) shall be paid to California's LWDA pursuant to the provisions of PAGA. The remaining twenty-five percent (25%), or eighteen thousand one hundred and twenty-five dollars (\$18,125) ("PAGA Payment"), shall be distributed to PAGA Members pursuant to the allocation formula as set forth in Section 9.5(B).

9.5 Class Members and Putative Collective Members' Payments

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

1. Collective Members will receive one (1) point for each Eligible Workweek worked during the FLSA Collective Period;
2. Class Members will receive one and one-fourth (1.25) points for each Eligible Workweek worked in a relevant class period;
3. Each Eligible Workweek shall receive a point allocation pursuant to 9.5(A)(1) or 9.5(A)(2) (but not both), and shall not be double counted. For example, if Class Members has some Eligible Workweeks during a relevant class period and some Eligible Workweeks outside of one a relevant class periods but during the FLSA Collective Period, that individual will receive one (1) point for each Eligible Workweek worked during the FLSA Collective Period that does not overlap with a relevant class period time, and one and one-fourth (1.25) points for each Eligible Workweek worked during a relevant class period;
4. To calculate each Class Member's and Putative Collective Member's proportionate share:
 - a) Add all points for all Class Members and Putative Collective Members together to obtain the "Denominator";
 - b) Divide the number of points for each Class Member and Putative Collective Member by the Denominator to obtain each Class Member's and Putative Collective Member's "Portion of the Net Fund";
 - c) Multiply each Class Member's and Putative Collective Member's Portion of the Net Settlement Fund by the Net Settlement Fund to determine each Class Member's and Putative Collective Member's Net Amount.
 - d) For each Class Member and Putative Collective Member, their Net Amount will be the amount of their Settlement Check, except that PAGA Members will be entitled to an additional PAGA Amount, as set forth below.

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

1. PAGA Members will receive one (1) point for each Eligible PAGA Workweek;

2. To calculate each PAGA Member's proportionate share of the PAGA Payment:
 - a) Add all points for all PAGA Members together to obtain the "Denominator";
 - b) Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member's "Portion of the PAGA Payment";
 - c) Multiply each PAGA Member's Portion of the PAGA Payment by the PAGA Payment to determine each PAGA Member's Net PAGA Amount;
 - d) Each PAGA Member will receive a separate Settlement Check for the Net PAGA Amount, in addition to the amount they are entitled to recover as a California Class Member.
- C. The calculation of Eligible Workweeks and Eligible PAGA Workweeks shall be based on Meltwater's business records in accordance with this Agreement. If a Class Member or Putative Collective Member disputes Meltwater's records and/or the calculation of his or her Settlement Payment, he or she must note his or her dispute on the Claim Form and provide written documentation supporting his or her contention in connection with submitting the Claim Form. Meltwater's records are presumed to be correct unless the Class Member or Putative Collective Member proves otherwise with documentary evidence. The Settlement Administrator will evaluate

the information the Class Member provides and will make the final decision as to any dispute.

- D. Timing of Payments.** Fourteen (14) days after the settlement has been fully funded pursuant to Section 9.1(C) below, the Settlement Administrator will mail Settlement Checks to Class Members, PAGA Payments and the PAGA Check Enclosure Letter attached hereto as Exhibit C to PAGA Members, and the PAGA penalty to the LWDA.
- E. Check Cashing Period.** Class Members will have one hundred and twenty (120) days of the date checks are issued by the Settlement Administrator to cash, deposit, or otherwise negotiate their checks.
- F. Check Reminders.** The Parties agree that they will use robust efforts to ensure that checks are received by Participating Collective Members, Participating Class Members, and PAGA Members, including the administrator's use of email and U.S. Mail for robust contact attempts and multiple reminders to timely negotiate checks prior to the 120-day deadline. The Settlement Administrator will send reminders via e-mail and First Class United States Mail within sixty (60) days after the initial distribution of checks to Participating Collective Members, Participating Class Members, and PAGA Members who have not yet cashed their Settlement Checks reminding them to negotiate their checks prior to the one hundred and twenty (120) day deadline. Simultaneously with the issuance of the check cashing reminders, the Settlement Administrator shall apprise Class Counsel of the names of Participating Collective Members, Participating Class Members, and PAGA Members who have not yet cashed their Settlement Check(s). Class Counsel may work with the Settlement Administrator to undertake additional efforts for the Settlement Administrator to contact such individuals to remind them to cash their Settlement Check.

9.6 Tax Characterization of Payments

- A.** For tax purposes, one third (33.33%) of payments to Participating Collective Members and Participating Class Members pursuant to Section 9.5(A) shall be treated as W-2 wage payments and two thirds (66.67%) of such payments shall be treated as 1099 non-wage income as liquidated damages, statutory penalties, and interest.
- B.** 100% of the PAGA Payment to each PAGA Member pursuant to Section 9.5(B) shall be treated as 1099 non-wage compensation as statutory penalties.
- C.** Payments treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's name and social security number on an IRS Form W-2. Payments

treated as liquidated damages, statutory penalties, and interest shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and social security number on an IRS Form 1099. Payments of attorneys' fees and costs pursuant to Section 9.2 shall be made without withholding. Class Counsel will receive a Form 1099 for this payment. Payment of Service Awards pursuant to Section 9.3 will be reported as deemed appropriate by the Settlement Administrator.

- D. The employee portion of all applicable income taxes for the wage payments and any tax responsibility for the non-wage payments shall be the sole responsibility of the Class Member.
- E. Meltwater and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with tax reporting obligations as described in Section 9.6.

10. RELEASE

10.1 Release of Claims

- A. By operation of the entry of the Final Approval Order, except as to such rights or claims as may be created by this Agreement, each Participating Class Member, on his or her behalf and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released Class Claims.
- B. By operation of the entry of the Final Approval Order, except as to such rights or claims as may be created by this Agreement, each Participating Collective Member and each Participating Class Member who timely and validly submits a Claim Form and/or cashes or otherwise negotiates a Settlement Check, on his or her behalf, and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released Collective Claims.

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

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

By endorsing, depositing, negotiating, or cashing this check, I (i) consent, agree, and opt in to be a party plaintiff in the case entitled *Sartena v.*

Meltwater, Index No. 61439/2020, pending in the Supreme Court of New York, County of Suffolk, (ii) designate Outten & Golden LLP to represent me for all purposes in the Litigation, and to make decisions on my behalf, along with Plaintiffs, concerning the Litigation, (iii) agree to be bound by the settlement negotiated and approved in the Litigation, and (iv) forever and fully release the Releasees from the Released Collective Claims.

- C. By operation of the entry of the Final Approval Award, except as to such rights or claims as may be created by this Agreement, each PAGA Member, on his or her behalf, and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released PAGA Claims.
- D. In addition to the waiver and release contained in Sections 10.1(A)-(C) above, and in consideration for the Service Award, if approved and paid under Section 9.3 above, Service Award Recipients, their heirs, executors, administrators, successors and assigns, voluntarily release and forever discharge Meltwater and Releasees of and from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, judgments, obligations, union grievances, claims, charges, complaints, appeals and demands whatsoever, in law or equity, which they may have against Releasees as of the date of execution of this Agreement, whether known or unknown, asserted or unasserted, including, but not limited to, any alleged violation of: Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; the Civil Rights Act of 1991, Pub. L. No. 102-166, Sections 1981 through 1988 of Title 42 of the United States Code, 42 U.S.C. §§ 1981-1988; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.*; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*; the Immigration Reform and Control Act, as amended; the Workers Adjustment Retraining Notification Act, as amended; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; the California Labor Code; the Illinois Minimum Wage Law; the Illinois Wage Payment & Collection Act; the Massachusetts Minimum Wage Law, the Massachusetts General Laws, the Massachusetts Fair Wage Law; the New York State Human Rights Law; the New York City Human Rights Law; the Paid Safe and Sick Leave Law; the New York Labor Law; the New York State Constitution and amendments thereto; any other federal, state, city or local human rights, civil rights, wage-hour, wage-payment, pension, employee benefits, labor or other laws, rules, regulations and/or guidelines, constitutions or ordinances; any contract (whether oral or written, express or implied) or tort laws; any claim arising under the common law; any other claim for unpaid wages, employment discrimination, retaliation, wrongful termination, constructive discharge, pain and suffering, mental anguish, intentional and/or negligent infliction of emotional distress; any claim for costs, fees, or other expenses, including attorneys' fees or any other action against Releasees, based upon

any conduct occurring up to and including the date of each respective Plaintiff's execution of this Agreement. As a material term of this Agreement, Plaintiffs Byun, Ceballos, Gordon, Tull, and White further agree that as of the Effective Date of this Agreement, all of their rights under Section 1542 of the Civil Code of the State of California are waived as to any claims against Releasees. Section 1542 provides as follows: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.**

- E. In consideration of Plaintiffs' execution of this Agreement, which Meltwater acknowledges is adequate consideration, Meltwater and Releasees hereby irrevocably and unconditionally waive, release, and forever discharge and covenant not to sue Plaintiffs, from any and all claims, liabilities and causes of action of any kind which Meltwater and Releasees ever had, now have or hereafter may have against Plaintiffs by reason of any matter, cause or thing whatsoever occurring on or at any time prior to the date hereof, including, but not limited to, all claims arising out of or from or regarding or pertaining to any transaction, dealing, conduct, act or omission, or any other matters or things relating to the employment relationship and/or the termination of the employment relationship, based upon any contract, whether express or implied, oral or written, tort or public policy, and claims for costs, fees or expenses.

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

11. INTERPRETATION AND ENFORCEMENT

- 11.1 Cooperation Between the Parties; Further Acts.** The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
- 11.2 No Assignment.** Class Counsel and Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or

entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the claims, or any related action.

- 11.3 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties regarding the subject matter of the agreement shall be deemed merged into this Agreement, except that the Parties' separate tolling agreement remains in full force and effect and is not merged with this Agreement.
- 11.4 Binding Effect.** This Agreement shall be binding upon the Parties; and Meltwater's successors and/or assigns will be bound by this Agreement as well.
- 11.5 Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 11.6 Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 11.7 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 11.8 Continuing Jurisdiction.** The Parties shall request the Court to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby. The Parties shall not petition the Court to modify the terms of the Agreement.
- 11.9 Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 11.10 When Agreement Becomes Effective; Counterparts.** This Agreement shall become effective upon its full execution and approval by the Court. The Parties

may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

- 11.11 Signatures.** This Agreement is valid and binding only if signed by the Parties and their authorized representatives.
- 11.12 Facsimile, Electronic, and Email Signatures.** Any Party may execute this Agreement by signing or causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile, email, or other electronic means to counsel for the other party. Any signature made and transmitted by facsimile, email, or other electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.
- 11.13 Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

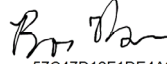
Dated: _____, 2020

MELTWATER US NEWS, INC. and
MELTWATER US 1, INC

By: _____
Martin Hernandez
Chief Financial Officer

Dated: ^{12/9/2020}
_____, 2020

BORI BYUN

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Bori Byun

Dated: ^{12/10/2020}
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PAULINA CEBALLOS

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Paulina Ceballos

Dated: ^{12/8/2020}
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NATHANIEL DEARTH

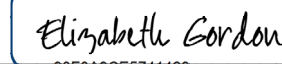
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Nathaniel Dearth

Dated: ^{12/8/2020}
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ELIZABETH GORDON

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Elizabeth Gordon

Dated: 12/8/2020
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NIKIA LENEF

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Nikia Lenef

Dated: 12/9/2020
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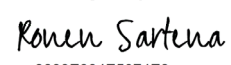
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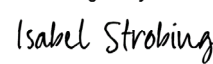
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RONEN SARTENA

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Ronen Sartena

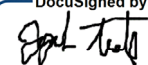
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ISABEL STROBING

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Isabel Strobing

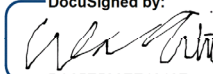
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JOSEPH TULL

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Joseph Tull

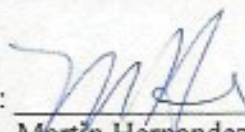
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ALEX WHITE

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Alex White

Dated: December 8, 2020

MELTWATER US NEWS, INC. and
MELTWATER US 1, INC

By: 
Martin Hernandez
Chief Financial Officer

Dated: _____, 2020

BORI BYUN

Bori Byun

Dated: _____, 2020

PAULINA CEBALLOS

Paulina Ceballos

Dated: _____, 2020

NATHANIEL DEARTH

Nathaniel Dearth

Dated: _____, 2020

ELIZABETH GORDON

Elizabeth Gordon

Exhibit A

OFFICIAL COURT NOTICE OF CLASS ACTION SETTLEMENT

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for Meltwater in California, Illinois, Massachusetts, or New York as a salesperson you may be entitled to a payment from a class action lawsuit settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- You have received this Notice because Meltwater's records indicate that you were employed in a covered sales position in the State of California between January 29, 2016 and November 16, 2020, in the State of Illinois or Massachusetts between January 29, 2017 and November 16, 2020, or in the State of New York between January 29, 2014 and November 16, 2020.
- Former Meltwater employees filed a lawsuit against Meltwater alleging that Meltwater failed to pay proper overtime wages and violated other state law provisions. Meltwater denies these allegations and the Court has not made any ruling on the merits of the claims. The parties have entered into a settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW, CASH A SETTLEMENT CHECK	If you do nothing, you will remain a part of this case, release the Released Class Claims discussed in Section 10 below, and be sent a settlement payment of approximately \$[AMOUNT], subject to applicable taxes and withholdings. If you endorse and deposit the settlement check, you will further release the Released Collective Claims discussed in Section 10 below. If you do not cash or otherwise negotiate your settlement check, you will release the Released Class Claims, but not the Released Collective Claims.
EXCLUDE YOURSELF	If you do not want to participate in the settlement and want to retain your right to sue Meltwater for unpaid wages and related wage and hour claims under not only federal law but also under California, Illinois, Massachusetts, or New York state law, you must submit a written Opt-out Statement to the Settlement Administrator, as discussed in Section 11 below. If you submit

	an Opt-out Statement, you will not be eligible to receive a settlement payment or object to the settlement.
OBJECT	If you do not submit an Opt-out Statement, you may write to the Court about why you object to the settlement. More information about objecting is set forth in Section 15 below.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Court still has to decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

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

The Court overseeing this settlement is the New York State Supreme Court, Suffolk County. The litigation is *Sartena v. Meltwater, Inc.*, Index No. 614389/2020.

2. Am I covered by this settlement?

Meltwater's records state that you were employed by Meltwater in one or more of the following roles, geographies, and class periods:

- as an Hourly Sales Representative in California between January 29, 2016 and November 16, 2020;
- as a Salaried Sales Representative in California between February 5, 2016 and November 16, 2020;
- as an Hourly Sales Representative in Illinois between January 29, 2017 and November 16, 2020;
- as a Salaried Sales Representative in Illinois between February 5, 2017 and November 16, 2020;
- as an Hourly Sales Representative in Massachusetts between January 29, 2017 and November 16, 2020; and/or
- as an Hourly Sales Representative in New York between January 29, 2014 and November 16, 2020.

For the purposes of this settlement:

“Hourly Sales Representative” includes Business Development Representative, Client Onboarder, Client Success Analyst, Client Success Representative, Client Support Representative, Growth Representative, Sales Consultant, Sales Development Representative, Senior Client Success Analyst, Senior Client Success Representative, Senior Client Support Representative, and Senior Sales Consultant.

“Salaried Sales Representative” includes Client Success Manager and Sales Manager.

3. What is the litigation about?

The litigation is about whether Meltwater failed to pay proper overtime wages to Hourly Sales Representatives and Salaried Sales Representatives. Meltwater denies these allegations and believes that its Sales Representatives received all wages and payments to which they were entitled. The Court has not made any ruling on the merits of the claims, and no party has prevailed in this action. Meltwater is represented by Stephanie Yang and Isabella Shin of Jackson Lewis P.C. regarding this matter. Plaintiffs and the Class are represented by Class Counsel, Melissa Stewart and Molly Frandsen of Outten & Golden LLP. If you have questions about the settlement, you may contact either the Settlement Administrator or Class Counsel using the contact information provided in Section 20, below.

4. Why is this a class/collective action?

In a class action, one or more people called “class representatives” sue not only for themselves, but on behalf of other people who have similar claims. The people are called “class members” and together are the “class.” Similarly, in a collective action, one or more people can seek to represent a “collective” of similarly situated people. The individuals who initiated this class/collective action are called the “Plaintiffs.” In a class/collective action, the Plaintiffs ask the court to resolve the issues for every member of the class and collective.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Meltwater. Both sides believe they will prevail in the litigation, but there was no decision in favor of either party. Instead, the parties have agreed to resolve this matter solely in order to avoid the burden, expense and risks associated with continued litigation. Plaintiffs and Class Counsel think the settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Meltwater has agreed to pay a total of up to \$14,500,000.00 (the “Total Settlement Amount”). The Total Settlement Amount will be used to pay: (1) Class Members and Participating Collective Members; (2) attorneys’ fees of up to \$4,833,333.33 (one-third of the Total Settlement Amount) plus reimbursement of actual litigation expenses and costs of up to \$30,000.00; (3) Service Awards

of \$12,500.00 each to the seven Named Plaintiffs and \$7,500.00 each to the three Class Member Witnesses; (4) \$54,375.00 to the California Labor and Workforce Development Agency plus \$18,125.00 to the California PAGA Members; and (5) the Settlement Administrator's fees and costs of up to \$35,000.00.

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

Based on the formula that has been preliminarily approved by the Court, your settlement payment is estimated to be \$[AMOUNT], one third of which is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and two thirds of which is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Meltwater's counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

The formula that has been approved by the Court and used to calculate your settlement payment considers the number of weeks you worked and the relative value of the damages available under the applicable laws in California, Illinois, Massachusetts, and/or New York as compared with the value of damages available in other geographies. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at www.XXXX.com.

The Settlement Administrator used information from Meltwater's records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator using the contact information in Section 20 below. If you dispute Meltwater's records and/or the calculation of your settlement payment, you must notify the Settlement Administrator and provide written documentation supporting your contention. Meltwater's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

If you wish to participate in the Settlement, you do not need to take any current action. You will receive a payment of \$[AMOUNT] by mail. If your mailing address has changed, please contact the Settlement Administrator or update your address at www.XXXX.com.

9. When will I get my settlement payment?

The Court is scheduled to hold a hearing on [REDACTED], at [REDACTED] to determine whether to give final approval to the settlement. If the Court grants final approval, Meltwater will fund the settlement within four months and the Settlement Administrator will mail your payment fourteen days after the settlement is fully funded. Please be patient and update the Settlement Administrator if your mailing address changes.

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

If you cash your settlement check, you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Meltwater asserting the wage and hour claims pled or that could have been pled based on the facts alleged in the Operative Complaint that accrued during your employment as an Hourly Sales Representative and/or Salaried Sales Representative, relating back to the full extent of the federal and relevant state statutes of limitations, including any period tolled by the parties' February 5, 2020 tolling agreement, and continuing through November 16, 2020, including, without limitations, all federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

Regardless of whether you cash or otherwise negotiate a settlement check, if you do not exclude yourself from the settlement (as described in Section 11 below), you will release the Released Class Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Meltwater asserting the California, Illinois, Massachusetts and/or New York wage and hour claims pled or that could have been pled based on the facts alleged in the Operative Complaint that accrued during your employment as an Hourly Sales Representatives and/or Salaried Sales Representative during one or more of the relevant Class Periods, including, without limitations, all state claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

11. How do I opt out of the settlement?

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

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

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

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

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

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Total Settlement Amount for their attorneys’ fees. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for the out-of-pocket costs they incurred litigating the case.

OBJECTING TO THE SETTLEMENT

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

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

If you have not submitted an Opt-out Statement, you can object to any portion of the settlement which you disapprove. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object to the settlement, send a letter to the Settlement Administrator saying that you object to the settlement which includes all of the following: (i) all reasons for objecting to the settlement, and any supporting documentation; and (ii) your name, address, and telephone number.

As an Objector, you also have the right to appear at the Fairness Hearing before the Court (explained in Sections 17 and 18 below) either in person or through your own counsel. If you wish to appear at the Fairness Hearing, you should state your intention to do so in your letter to the Settlement Administrator.

Objections should be mailed to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR CONTACT]

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

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

Objecting is telling the Court that you do not like something about the settlement and asking the Court not to approve the settlement as is. You can object only if you stay in the Class.

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

THE COURT'S FAIRNESS HEARING

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

The Court will hold the Fairness Hearing on _____ in _____.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the contact information provided in Section 20 below if you have any questions about the date and time of the Fairness Hearing.

18. Do I have to come to the fairness hearing?

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

GETTING MORE INFORMATION

19. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.XXX.com.

20. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, [phone number and email address](#) _____ or Class Counsel at:

Melissa L. Stewart
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
MeltwaterSettlement@outtengolden.com

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
MeltwaterSettlement@outtengolden.com

DATED: _____, 20__

Do not contact the Court directly for any reason.

Exhibit B

OFFICIAL COURT NOTICE OF SETTLEMENT AND OPPORTUNITY TO JOIN

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for Meltwater as salesperson, you may be entitled to a payment from a collective action lawsuit settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- You have received this Notice because Meltwater's records indicate that you were employed in a covered sales position between February 5, 2017 and November 16, 2020.
- Former Meltwater employees filed a lawsuit against Meltwater alleging that Meltwater failed to pay proper overtime wages. Meltwater denies these allegations and the Court has not made any ruling on the merits of the claims. The parties have entered into a settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes.
- As described more fully below, to participate in the settlement, you must mail a properly completed Consent to Join Settlement, Release, and Claim Form ("Claim Form") to the Settlement Administrator so that it is post-marked or received by [60 DAYS FROM DATE OF MAILING]. If you fail to timely return a Claim Form post-marked or otherwise received by [60 DAYS FROM DATE OF MAILING], you will not receive any money from the settlement.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT	By returning a properly completed claim form, you agree to participate in the settlement, be eligible to receive an estimated settlement payment of approximately \$[AMOUNT], subject to applicable taxes and withholdings, and release your claims. The Claim Form must be postmarked by or otherwise received on or before [INSERT DATE 60 DAYS FROM NOTICE MAILING]. If you choose to participate in the settlement, you will release the Released Collective Claims discussed in Section 10 below.

DO NOTHING

If you do nothing, you will not be eligible to receive a settlement payment. You will retain your right to file your own legal action against Meltwater, should you choose.

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

BASIC INFORMATION

1. Why did I get this notice?

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

The Court overseeing this case is the New York State Supreme Court, Suffolk County. The litigation is *Sartena v. Meltwater, Inc.*, Index No. 614389/2020.

2. Am I covered by this settlement?

Meltwater's records state that you were employed by Meltwater as an Hourly or Salaried Sales Representatives at any time between February 5, 2017 and November 16, 2020 (which includes the following job titles: Business Development Representative, Client Onboarder, Client Success Analyst, Client Success Representative, Client Support Representative, Growth Representative, Sales Consultant, Sales Development Representative, Senior Client Success Analyst, Senior Client Success Representative, Senior Client Support Representative, Senior Sales Consultant, Client Success Manager, and/or Sales Manager), and you are thus considered a "Putative Collective Member."

3. What is the litigation about?

The litigation is about whether Meltwater failed to pay proper overtime wages to Sales Representatives. Meltwater denies these allegations and believes that its Sales Representatives received all wages and payments to which they were entitled. The Court has not made any ruling on the merits of the claims, and no party has prevailed in this action. Meltwater is represented by Stephanie Yang and Isabella Shin of Jackson Lewis P.C. regarding this matter. Plaintiffs and the Class are represented by Class Counsel, Melissa Stewart and Molly Frandsen of Outten & Golden

LLP. If you have questions about the settlement, you may contact either the Settlement Administrator or Class Counsel using the contact information provided in Section 16, below.

4. Why is this a collective action?

In a “collective action,” one or more people called “Named Plaintiffs” sue on behalf of people who have similar claims. However, the other employees who have similar claims do not become part of the collective action until they “opt in” to the lawsuit. You may “opt in” to the lawsuit and participate in the settlement by returning the enclosed Claim Form. If you timely return the enclosed Claim Form, you will receive a settlement check.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Meltwater. Both sides believe they will prevail in the litigation, but there was no decision in favor of either party. Instead, the parties have agreed to resolve this matter solely in order to avoid the burden, expense and risks associated with continued litigation.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Meltwater has agreed to pay a total of up to \$14,500,000.00 (the “Total Settlement Amount”). The Total Settlement Amount will be used to pay: (1) Class Members and Participating Collective Members; (2) attorneys’ fees of up to \$4,833,333.33 (one-third of the Total Settlement Amount) plus reimbursement of actual litigation expenses and costs of up to \$30,000.00; (3) Service Awards of \$12,500.00 each to the seven Named Plaintiffs and \$7,500.00 each to the three Class Member Witnesses; (4) \$54,375.00 to the California Labor and Workforce Development Agency plus \$18,125.00 to the California PAGA Members; and (5) the Settlement Administrator’s fees and costs of up to \$35,000.00.

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

Based on the formula that has been preliminarily approved by the Court, your settlement payment is estimated to be \$[AMOUNT], one third of which is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and two thirds of which is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Meltwater’s counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

The formula that has been approved by the Court and used to calculate your settlement payment considers the number of weeks you worked and the relative value of damages available under the federal laws as compared with the state laws in California, Illinois, Massachusetts, and New York. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at www.XXXX.com.

The Settlement Administrator used information from Meltwater's records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator using the information below. If you dispute Meltwater's records and/or the calculation of your settlement payment, you must note your dispute on the Claim Form and provide written documentation supporting your contention in connection with submitting your Claim Form. Meltwater's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

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

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

[INSERT SETTLEMENT ADMINISTRATOR CONTACT]

To be effective, the Claim Form must be completed in full and signed.

If you do not submit a Claim Form or submit an incomplete or invalid Claim Form, you will not receive a settlement payment.

9. When will I get my settlement payment?

The Court is scheduled to hold a hearing on , at to determine whether to give final approval to the settlement. If the Court grants final approval, Meltwater will fund the settlement within four months and the Settlement Administrator will mail your payment fourteen days after the settlement funded. Please be patient and update the Settlement Administrator if your mailing address changes.

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

If you sign and return a Claim Form, you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Meltwater asserting the wage and hour claims pled or that could have been pled based on the facts alleged in the Operative Complaint that accrued during your employment as a Hourly Sales Representatives and/or Salaried Sales Representatives, relating back to the full extent of the relevant statutes of limitations, including any period tolled by the parties' February 5, 2020 tolling agreement, and continuing through November 16, 2020, including, without limitations, all federal claims for

unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The law firm of Outten & Golden LLP has been designated as legal counsel to represent you and other Inside Sales Representatives who participate in the settlement. You will not be charged separately for these lawyers; their fees are being covered by the settlement fund.

12. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for the out-of-pocket costs they incurred litigating the case.

THE COURT'S FAIRNESS HEARING

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

The Court will hold the Fairness Hearing on _____ in _____.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the contact information provided in Section 16 below if you have any questions about the date and time of the Fairness Hearing.

14. Do I have to come to the fairness hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to come at your own expense.

GETTING MORE INFORMATION

15. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.XXXXXX.com or contact Class Counsel using the information below.

16. How do I get more information?

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

Melissa L. Stewart
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
MeltwaterSettlement@outtengolden.com

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
MeltwaterSettlement@outtengolden.com

DATED: _____, 20__

Do not contact the Court directly for any reason.

Estimated Award (before taxes): **\$[AMOUNT]**

[Collective Member Name]

[Mailing Address 1]

[Mailing Address 2]

[City, State ZIP]

CONSENT TO JOIN SETTLEMENT, RELEASE, AND CLAIM FORM

The form must be returned to the Settlement Administrator so that it is postmarked or received by facsimile or email by **[60 DAYS FROM DATE OF MAILING].**

I hereby consent to join and opt-in as a plaintiff for settlement purposes in the above-captioned lawsuit against Meltwater New US, Inc. and Meltwater News US 1, Inc., and to be bound by any adjudication of this action by the Court. I further agree to be bound by the collective action settlement. I hereby designate the law firm of Outten & Golden LLP to represent me in this action. I understand that if I return this Claim Form, I will fully and completely release Meltwater New US, Inc. and Meltwater News US 1, Inc. and their respective affiliates, subsidiaries, predecessors, successors, and all other related entities, including but not limited to all of its incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities from: wage and hour claims pled or that could have been pled based on the facts alleged in the Operative Complaint that accrued during my employment as a Business Development Representative, Client Onboarder, Client Success Analyst, Client Success Representative, Client Support Representative, Growth Representative, Sales Consultant, Sales Development Representative, Senior Client Success Analyst, Senior Client Success Representative, Senior Client Support Representative, Senior Sales Consultant, Client Success Manager, and/or Sales Manager, relating back to the full extent of the federal and relevant state statutes of limitations, including any period tolled by the parties' February 5, 2020 tolling agreement, and continuing through November 16, 2020, including, without limitations, all federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

Full Legal Name (print)

Signature

Maiden or other names worked under

Street Address*

City, State and Zip Code*

Cell phone*

Home Telephone Number*

E-mail Address*

*This information will be will not be filed in the public record.

Exhibit C

Dear [California PAGA Member Name]:

The enclosed check is your share of the California Private Attorneys General Act (“PAGA”) settlement payment in the *Sartena v. Meltwater, Inc.* class action lawsuit (Index No. 614389/2020) filed in New York State Supreme Court, Suffolk County. You are receiving this check because you are a member of this settlement’s California PAGA Group, which is defined to include all individuals who worked for Meltwater in California as an Hourly Sales Representative (Business Development Representative, Client Onboarder, Client Success Analyst, Client Success Representative, Client Support Representative, Growth Representative, Sales Consultant, Sales Development Representative, Senior Client Success Analyst, Senior Client Success Representative, Senior Client Support Representative, and Senior Sales Consultant) from January 29, 2019 through November 16, 2020; and/or as a Salaried Sales Representatives (Client Success Manager or Sales Manager) from July 28, 2019 through November 16, 2020.

In this lawsuit, Plaintiffs alleged that Meltwater failed to pay Hourly Sales Representatives and Salaried Sales Representatives proper overtime pay. Plaintiffs also brought related claims against Meltwater for alleged violations of the California Labor Code, including claims for unpaid wages, penalties, and unreimbursed business expenses. The lawsuit also included a PAGA claim brought on behalf of the State of California that sought penalties from Meltwater for the overtime and other violations that Plaintiffs alleged. Meltwater denies that it did anything wrong and contends that, among other things, it has complied at all times with applicable federal and California law.

As part of the settlement of the PAGA claim, Meltwater agreed to pay \$72,500, which will be distributed according to PAGA’s requirement that 75% (or \$54,375) be distributed to the California Labor Workforce Development Agency and the remaining 25% (or \$18,125) be paid to members of the California PAGA Group. Your individual PAGA settlement payment is determined by your proportional share of the \$18,125 based on the number of workweeks you worked between January 29, 2019 and November 16, 2020 as an Hourly Sales Representative and/or between July 28, 2019 and November 16, 2020 as a Salaried Sales Representatives (“PAGA Period”). This PAGA settlement check is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this settlement, you are precluded from bringing any and all claims relating to penalties under PAGA that accrued during your employment as an Hourly and/or Salaried Sales Representative during the relevant PAGA Period. Unless you excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

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

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

Regards,

Meltwater Settlement Administrator

Exhibit D

**IMPORTANT REMINDER REGARDING
MELTWATER SETTLEMENT**

Recently you should have received a Court-authorized Notice advising that you are eligible to receive a settlement payment from a collective action lawsuit against Meltwater.

IMPORTANT: Our records indicate that you have not yet submitted a Claim Form. In order to receive a settlement payment, you must complete a Claim Form and submit it to:

MELTWATER SETTLEMENT ADMINISTRATOR

<ADDRESS>

<PHONE>

<FAX>

<E-MAIL>

<WEBSITE>

Your claim form must be postmarked or otherwise received by **[INSERT DATE 60 DAYS FROM MAILING]**.

If you have any questions, you may contact the Settlement Administrator or Class Counsel, Melissa L. Stewart at Outten & Golden LLP at (212) 245-1000 or MeltwaterSettlement@outtengolden.com.