

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Tuan Peng, Brett Smith, and Linwood Fullam (“Plaintiffs”) and Defendant Alteryx, Inc. (“Alteryx”) (together with Plaintiffs, the “Parties”) hereby enter into this Settlement Agreement and Release (the “Agreement” or “Settlement”) to resolve the wage and hour claims of Plaintiffs and class, collective, and PAGA members (as defined below).

RECITALS

- A. WHEREAS, on March 18, 2020, Class Counsel sent Alteryx a letter which asserted that Alteryx denied its Inside Sales Representatives proper overtime pay, meal periods and other statutory benefits, and invited Alteryx to engage in settlement negotiations;
- B. WHEREAS, on November 12, 2020, the Parties participated in a full-day mediation session with the assistance of experienced wage and hour class and collective action mediator Tripper Ortman. Thereafter, the Parties engaged in additional settlement discussions, resulting in a fully executed term sheet on February 4, 2021;
- C. 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, collective, and PAGA members, and that might not occur for several years, Class 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, collective, and PAGA members;
- D. WHEREAS, Alteryx has denied and continues to deny all allegations made by Plaintiffs, including but not limited to that Inside Sales Representatives were denied overtime pay, meal periods and other statutory benefits under the Fair Labor Standards Act (“FLSA”) and California wage and hour laws, that Alteryx 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, Alteryx 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 of these claims; and
- E. 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. **Application for Final Approval** means documents and materials to be filed with the Court pursuant to Section 7, seeking final approval of the Settlement, Class Counsel's attorneys' fees and expenses, and Service Awards.
- 1.2. **Bar Date** means the date that is forty-five (45) days from the date of the initial sending of Notices by U.S. Mail, 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 thirty (30) days from the date of remailing or the last day of the Notice Period. The Bar Date is the deadline for Objections or Class Members' Opt-Out Statements, if any.
- 1.3. **Class Counsel** means Outten & Golden LLP.
- 1.4. **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 Alteryx as an Inside Sales Representative.
- 1.5. **Class Members** means Inside Sales Representatives employed by Alteryx in California at any time during the Class Period, but excludes Inside Sales Representatives who, on or before February 28, 2021, released Alteryx from wage and hour claims for all Total Eligible Workweeks, including, without limitation, wage and hour claims released as part of a general release of claims.
- 1.6. **Class Period** means November 12, 2016 through February 28, 2021.
- 1.7. **Court** means the Supreme Court of the State of New York, County of Kings.
- 1.8. **Cy Pres Recipient** means Bet Tzedek Legal Services and CodePath.org, which are valid 501(c)(3) tax-exempt organizations, subject to approval by the Court.
- 1.9. Unless otherwise specified in this Agreement, **Days** or **days** means calendar days.
- 1.10. **Defendant's Counsel** means Baker & McKenzie LLP.
- 1.11. **Effective Date** refers to the date by which this Settlement is finally approved as set forth in Section 13.10 and the Court's Final Approval Order becomes binding.
- 1.12. **Eligible PAGA Workweek** means any workweek in the PAGA Period in which a PAGA Class Member worked Regular Hours.
- 1.13. **Employer Payroll Taxes** means all taxes and withholdings Alteryx is required to make pursuant to federal, state, and/or local law arising out of or based upon the

payment of wage compensation pursuant to this Agreement, including but not limited to FICA, FUTA, and SUTA obligations. Alteryx shall pay the Employer Payroll Taxes on the wage portion of the Settlement separately from the Maximum Gross Settlement Amount.

- 1.14. Fairness Hearing** means the hearing before the Court relating to the Application for Final Approval.
- 1.15. 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.
- 1.16. FLSA Collective Period** means November 12, 2017 through February 28, 2021.
- 1.17. Inside Sales Representatives** means Alteryx employees who were classified as exempt while working in one or more of the following positions: Account Executive, Commercial; Account Executive, Enterprise Inside; Account Executive, Strategic Land; Account Executive, Inside Public Sector; Enterprise Land Rep; Enterprise Land AE - Higher Ed; Enterprise Land Sales Executive; SMB Sales Rep; Inside Commercial Sales Account Executive; Commercial Sales, Account Renewal Rep; Commercial Renewal Representative; Commercial Sales Account Manager; Strategic Land Rep; Senior Account Executive, Commercial; Senior Account Executive, Enterprise Inside; and Team Lead, Enterprise Inside.
- 1.18. Litigation** means the case *Brett Smith, et al. v. Alteryx, Inc.*, to be filed in the New York State Supreme Court, Kings County.
- 1.19. Maximum Gross Settlement Amount** means Two Million Sixty-Five Thousand Dollars (\$2,065,000.00), the maximum amount Alteryx has agreed to pay (other than Employer Payroll Taxes), subject to Section 9.1(B).
- 1.20. Named Plaintiffs** means Tuan Peng, Brett Smith, and Linwood Fullam.
- 1.21. Net Settlement Fund** means the Maximum Gross Settlement Amount after subtracting (1) all Court-approved service awards, (2) all Court-approved Plaintiffs' attorneys' fees and costs, (3) the PAGA Fund, and (4) all Court-approved settlement administration fees and costs.
- 1.22. 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 Order, substantially in the form of Exhibits A and B.

- 1.23. **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.
- 1.24. **Operative Complaint** means the latest complaint filed in the Litigation for purposes of seeking settlement approval.
- 1.25. **Opt-Out Statement** is a written, signed statement by a Class Member that states the Class Member is opting out of the Settlement, and includes the Class Member's name, address, telephone number, and a statement indicating his or her intention to opt-out, such as: "I opt out of the Alteryx wage and hour settlement."
- 1.26. **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.
- 1.27. **PAGA Fund** means thirty thousand dollars (\$30,000) of the Maximum Gross Settlement Amount that is attributed to the settlement of the PAGA claims.
- 1.28. **PAGA Members** means Inside Sales Representatives employed by Alteryx in California at any time during the PAGA Period.
- 1.29. **PAGA Period** means the period from the date that is one year before the date on which Plaintiff Linwood files the PAGA notice with the LWDA through February 28, 2021.
- 1.30. **Participating Class Members** means all Class Members who do not submit a valid and timely Opt-Out Statement.
- 1.31. **Participating Collective Member** means all Putative Collective Members who timely sign and/or cash a Settlement Check.
- 1.32. **Preliminary Approval Order** means the Order entered by the Court: (i) certifying the class solely for the purpose of effectuating the Agreement; (ii) conditionally certifying the 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 Putative Collective Members; and (vi) setting dates to effectuate the terms of this Agreement, including the Bar Date and the date of the Fairness Hearing.

- 1.33. Putative Collective Members** means Inside Sales Representatives employed by Alteryx in the United States at any time between November 12, 2017 and February 28, 2021 (“Collective Period”), but excludes Inside Sales Representatives who, on or before February 28, 2021, released Alteryx from wage and hour claims for all Total Eligible Workweeks, including, without limitation, wage and hour claims released as part of a general release of claims.
- 1.34. QSF** means the qualified settlement fund established pursuant to 26 U.S.C. § 468B by the Settlement Administrator for receipt and distribution of the Maximum Gross Settlement Amount. The QSF will be established and controlled by the Settlement Administrator after the Court grants Final Approval of the Settlement, 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 be donated to the *Cy Pres* Recipients as set forth in Section 9.1(D) below.
- 1.35. Regular Hours** means hours during which Inside Sales Representatives performed work according Alteryx’s payroll records, but excludes hours for which employees were paid but did not perform any work, such as paid time off hours or sick leave hours.
- 1.36. Released Claims** means the Released Class Claims and the Released Collective Claims.
- 1.37. Released Class Claims** means any and all claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys’ fees, damages, liquidated damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, against the Releasees arising out of or relating to the allegations asserted in the Operative Complaint, that are asserted in the Operative Complaint, or that could have been asserted in the Operative Complaint based on the allegations in the pleadings, whether in contract or based on putative violations of any federal, state or local law (including but not limited to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.*, the California Labor Code, the California Business & Professions Code, and the Wage Orders of the California Industrial Welfare Commission (8 Cal. Code Regs. § 11010 *et seq.*)), that accrued during Participating Class Members’ employment as Inside Sales Representatives during the Class Period, including, without limitation, all claims for unpaid wages, including minimum wages, premium pay of any kind, meal period violations, rest break violations, wage statement violations, the failure to timely pay wages during employment and upon termination of employment, all related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses, including any and all claims arising from the factual allegations in the Operative Complaint that the

Participating Class Members do not know or suspect to exist in their favor, which if known by them, would have materially affected the Settlement and the release of the Released Parties.

- 1.38. Released Collective Claims** means any and all claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, liquidated damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, against the Releasees arising out of or relating to the allegations asserted in the Operative Complaint, that are asserted in the Operative Complaint, or that could have been asserted in the Operative Complaint based on the allegations in the pleadings, whether in contract or based on putative violations of any federal, state or local law (including but not limited to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.*, the California Labor Code, the California Business & Professions Code, and the Wage Orders of the California Industrial Welfare Commission (8 Cal. Code Regs. § 11010 *et seq.*)) that accrued during Participating Collective Members' employment as Inside Sales Representatives during the Collective Period, including, without limitation, all claims for unpaid wages, including minimum wages, premium pay of any kind, meal period violations, rest break violations, wage statement violations, the failure to timely pay wages during employment and upon termination of employment, all related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, including any and all claims arising from the factual allegations in the Operative Complaint that the Participating Collective Members do not know or suspect to exist in their favor, which if known by them, would have materially affected the Settlement and the release of the Released Parties.
- 1.39. Released PAGA Claims** means any and all claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") that arise out of or relate to the Released Claims, during the PAGA Period, including, without limitation, all claims for penalties, interest, attorneys' fees, costs and expenses, and other remedies available under PAGA.
- 1.40. Releasees** means Alteryx, or any of its current or past predecessors, successors, affiliates, subsidiaries, parent companies, current and past employees, insurers, agents, consultants, legal representatives, and any other related entities, and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters.
- 1.41. Reminder** means the text set forth in Exhibits D and E hereto, which the Settlement Administrator shall send via email and First Class United States Mail postcard within sixty (60) days after the initial distribution of checks to

Participating Class Members and Putative Collective Members who have not yet negotiated or cashed their checks reminding them to negotiate their checks prior to the one hundred and eighty (180) day deadline.

- 1.42. Settlement Administrator** means the qualified administrator selected pursuant to Section 3 to disseminate the Notice, administer the calculation, allocation, and distribution of the QSF, and perform the administrative duties set forth in Section 3(C).
- 1.43. Settlement Checks** means checks issued to Participating Class Members and Putative Collective 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.
- 1.44. Settlement Members** means all Participating Class Members and Participating Collective Members.
- 1.45. Service Awards** means awards the Court approves to be paid to Named Plaintiff Brett Smith of up to thirteen thousand dollars (\$13,000.00), Named Plaintiff Tuan Peng of up to ten thousand dollars (\$10,000), and Named Plaintiff Linwood Fullam of up to ten thousand dollars (\$10,000) in recognition for their services as class representatives.
- 1.46. Total Eligible Workweeks** means the total number of Workdays in each pay period during which any Putative Collective Member or Class Member worked Regular Hours during the Class Period and/or Collective Period, with no Workday, workweek or pay period counted twice, divided by five (5).
- 1.47. Weekly Payment Amount** means the value of each Total Eligible Workweek calculated pursuant to the formula set forth in Section 9.4(A)(1).
- 1.48. Workday** means Monday, Tuesday, Wednesday, Thursday, or Friday.

2. APPLICATION FOR PRELIMINARY APPROVAL & PAGA NOTICE

- A. Timing.** Within seven (7) days after the execution of this Agreement, Class Counsel will file and serve the PAGA notice with the California Labor and Workforce Development Agency ("LWDA"), the Operative Complaint alleging all of the Released Claims, and the Preliminary Approval Motion, which will inform the Court that the Operative Complaint will be amended to add a PAGA cause of action sixty-five (65) days after the filing of the PAGA notice. The Parties will endeavor to file the Preliminary Approval Motion on or before March 18, 2021.

- B. Content.** The Preliminary Approval Motion shall include: (1) the proposed Notices, reminder postcard, and PAGA Enclosure Letter attached hereto as Exhibits A-E; (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 a class and a collective for settlement purposes only, and for preliminarily approving the Agreement. The Preliminary Approval Motion also will seek the setting of the Bar Date 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.
- C.** Class Counsel will provide Defendant's Counsel with drafts of the initial and amended Operative Complaints, Notices, PAGA notice, PAGA Enclosure Letter, Reminder, other documents necessary for preliminary and final approval of the Settlement, and all pleadings before such documents are filed or served and sufficiently in advance of filing so that Defendant's Counsel may review and request revisions to the Operative Complaints and settlement approval papers, which Class Counsel will consider in good faith.

3. SETTLEMENT ADMINISTRATOR

- A. Retention.** Class Counsel and Defendant's Counsel jointly selected and retained Rust Consulting to act as the Settlement Administrator after a competitive bidding process.
- B. Settlement Administration Costs.** The Settlement Administrator's costs and expenses, not to exceed \$20,000, shall be paid from the Maximum Gross Settlement Amount.
- C. Responsibilities of the Settlement Administrator.** The Settlement Administrator shall be responsible for: disseminating the Notices, Reminder, and PAGA Check Enclosure Letter, as provided herein; performing a skip trace and resending, within one day of receipt, any Notice or Reminder 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; preparing, monitoring, and maintaining a telephone number with phone answerers; reviewing releases executed by Inside Sales Representatives who would otherwise have been Class Members and/or Putative Collective Members and determining which of those individuals and/or Workweeks shall be excluded from the definition of Putative Collective Members or Class Members because they released wage and hour claims

for all or some Total Eligible Workweeks on or before February 28, 2021; promptly furnishing to counsel for the Parties copies of any Objections and Opt-Out Statements that the Settlement Administrator receives; keeping track of Opt-Out Statements, Objections, or otherwise, including maintaining the original mailing envelope in which the request was mailed; distributing the Settlement Checks to Putative 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; referring to counsel for the Parties 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 Defendant's Counsel consistent with the Settlement Administrator's duties specified herein; promptly apprising counsel for the Parties of the activities of the Settlement Administrator; maintaining adequate records of its activities, including the dates of the mailing of Notices, returned mail and other communications and attempted written or electronic communications with Class Members and Putative Collective Members, confirming in writing to counsel for the Parties 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 counsel for 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 Defendant's Counsel only with a redacted photocopy of each endorsed Settlement Check; providing a summary report of cleared checks cashed or otherwise negotiated by Participating Class Members and Participating Collective Members following the check cashing period; 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 settlement administration period. Class Counsel and Defendant's Counsel have the

right to make inquiries and receive information from the Settlement Administrator related to the settlement administration, except that the Settlement Administrator shall not provide to Class Counsel the names, addresses, email addresses, phone numbers or other personal identifying information of Class Members or Putative Collective Members, except as expressly authorized in this Agreement and approved in writing by Defendant's Counsel. Defendant's Counsel agrees to consider any request from Class Counsel for Class or Putative Collective Member contact information in good faith and further agrees that it will not unreasonably withhold authorization. In the event Defendant's Counsel refuses to authorize the release of contact information requested by Class Counsel and Class Counsel believes that the withholding authorization is unreasonable, Class Counsel may seek an order from the Court requiring disclosure of the contact information sought.

- E. The Settlement Administrator will update Class Counsel and Defendant's Counsel weekly regarding the progress of the settlement administration.
- F. Alteryx shall provide the Settlement Administrator with the information necessary to calculate the estimated settlement amounts and Settlement Checks for the Putative Collective Members, Class Members, and PAGA Members. Alteryx shall provide to the Settlement Administrator with copies of release(s) executed by Inside Sales Representatives who otherwise would have been Class Members and Putative Collective Members such that the Settlement Administrator may determine which Inside Sales Representatives and/or Workweeks shall be excluded from the definition of Putative Collective Members or Class Members in accordance with Section 3.1(C). Both Parties shall reasonably assist the Settlement Administrator in locating Class Members and Putative Collective Members.

4. NOTICES TO CLASS MEMBERS AND PUTATIVE COLLECTIVE MEMBERS

- A. **Class List.** Within seven (7) days of the date of the Preliminary Approval Order, Defendant's Counsel shall provide the Settlement Administrator with the Class List. The Settlement Administrator shall provide the Parties with its calculations regarding the number of Total Eligible Workweeks for the Class Members and Putative Collective Members so that the Parties are able to determine whether the terms of Section 9.1(B) are triggered.
- B. **Notice Content.** The Notices will advise the Class Members and Putative Collective Members of the terms of the Settlement, the Released Class Claims, the Released Collective Claims, the Released PAGA Claims, opt-

out and objection rights for Class Members, the amount of each Class Member and Putative Collective Member's estimated *pro rata* settlement payment, and of a website where Class Members and Putative Collective Members can review additional information regarding the Settlement or update their contact information.

- C. **Notice Distribution.** Within twenty-one (21) days of the Preliminary Approval Date, the Settlement Administrator shall send the Notices to Class Members and Putative Collective Members via First Class United States Mail and email.
- D. **Notice Period.** Class Members shall have until the Bar Date to submit Opt-Out Notices or Objections to the Settlement, all of which must be completed and submitted in the manner proscribed in this Agreement.
- E. **Skip Trace and Remailing.** The Settlement Administrator will use commercially reasonable means to confirm Class Members' and Putative Collective Members' mailing addresses and obtain new mailing addresses as necessary. In the event that a Notice 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 one (1) skip trace, and shall attempt a remailing provided it obtains a more recent address. The Settlement Administrator shall also mail and/or email a Notice to any Class Member or Putative Collective Member who contacts the Settlement Administrator or Class Counsel to request a Notice during the time period between the initial sending of the Notice and the Bar Date.
- F. **Reminder.** The Settlement Administrator shall send the Reminder via email and First Class United States Mail postcard within sixty (60) days after the initial distribution of checks to Participating Class Members and Putative Collective Members who have not yet negotiated or cashed their Settlement Checks, reminding them to do so prior to the 180-day check cashing deadline.

5. CLASS MEMBER OPT-OUTS

- A. Class Members who choose to opt-out of the Settlement must mail, email, fax, or submit online through the Settlement website an Opt-Out Statement to the Settlement Administrator. To be effective, an Opt-Out Statement must be postmarked or otherwise received by the Settlement Administrator on or before the Bar Date.

- B.** The Settlement Administrator will stamp or otherwise record 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 Defendant's Counsel not later than three (3) days after receipt. The Settlement Administrator shall provide all Opt-Out Statements in its compliance affidavit to be filed with the Application for Final Approval. The Settlement Administrator will retain the stamped originals of all Opt-Out Statements and originals of all envelopes accompanying Opt-Out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

6. OBJECTIONS TO SETTLEMENT

- A.** Participating Class Members who wish to object to the Settlement or the Agreement at the Fairness Hearing must submit a written objection ("Objection") to the Settlement Administrator by mail, email, fax, or online through the Settlement website. Each Objection must include all reasons for the Objector's objection to the Settlement or the Agreement, and any supporting documentation. The Objection must also include the name, address, and telephone number for the Objector. To be considered, an Objection must be postmarked or otherwise received by the Settlement Administrator on or before the Bar Date.
- B.** 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 mailed to the Objector, to Class Counsel and Defendant's Counsel by email no later than three (3) days after receipt of the Objection. A Class Member who opts out may not object to the Settlement or this Agreement.
- C.** 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 in his or her Objection at the time he or she submits the Objection. An Objector may withdraw an Objection at any time.
- D.** 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, and after providing copies to Defendant's Counsel for review and comment, Class Counsel shall file the 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 class 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 Putative Collective Members and Participating Class Members, and PAGA Payments to PAGA Members; (4) order the Service Awards, attorneys' fees and costs, Settlement Administrator fees and costs, and PAGA Payment to be paid from the QSF; (5) order dismissal with prejudice of all Released Class Claims, Released Collective Claims, and Released PAGA Claims; (6) order entry of the Final Approval Order 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.

8. TERMINATION OF AGREEMENT

- A. **Effect of Court Failure to Approve Settlement.** If the Court fails to approve the Settlement or this Agreement, the Parties may attempt to renegotiate the Settlement for the purpose of obtaining Court approval or either or both Parties may seek reconsideration or appellate review of the decision denying approval of the Settlement or Agreement. In the event reconsideration and/or appellate review is denied, or a mutually agreed-upon settlement modification is not approved, and the Parties decide to forego further negotiation of a settlement, the Litigation will proceed as if no settlement had been attempted. In that event, nothing in the Settlement or Agreement may be used by or against any Party under Rule 408 of the Federal Rules of Evidence.
- B. Alteryx shall have discretion to rescind this Agreement if the number of opt-outs exceeds ten percent (10%) of the total number of Class Members. Alteryx's right to rescind can be exercised only by a writing to Class

Counsel stating that Alteryx is rescinding the Agreement and that is sent to Class Counsel by email no later than 20 business days after the Bar Date. In the event that Alteryx rescinds this Agreement pursuant to this paragraph, Alteryx will be solely responsible for the costs reasonably expended by the Settlement Administrator to that point, including the cost of notifying Class Members and Putative Collective Members that the Settlement has been rescinded.

9. SETTLEMENT TERMS

9.1. Settlement Amount

- A. **Maximum Gross Settlement Amount.** Alteryx agrees to pay the Maximum Gross Settlement Amount, which covers and includes the settlement payments for all Released Class, Collective and PAGA Claims, Plaintiffs' and the Settlement Members' attorneys' fees and costs, all Service Awards, all penalties, all liquidated damages, all interest, all expenses of the Settlement Administrator, all payments for the PAGA claims of PAGA Members, and all other payments, fees and costs authorized by the Court in conjunction with the Settlement, subject to Section 9.1(B). The Maximum Gross Settlement Amount includes withholdings for the employees' share of applicable taxes, but not Alteryx's share of Employer Payroll Taxes on the wage portion of the Settlement Members' settlement payments. Alteryx shall pay the Employer Payroll Taxes on the wage portion of the Settlement Members' settlement payments separately from the Maximum Gross Settlement Amount. Other than the Employer Payroll Taxes, the Maximum Gross Settlement Amount is an "all-in" maximum amount that shall cover any and all payments for the Settlement and this Agreement, subject to Section 9.1(B).
- B. **Increase in Net Fund.** This Settlement covers no more than 13,500 Total Eligible Workweeks for no more than 132 Class Members and Putative Collective Members. Should the number of Total Eligible Workweeks increase by more than five percent (5%) above 13,500, Alteryx will pay an additional amount on top of the Maximum Gross Settlement Amount, such that the value of the Weekly Payment Amount for purposes of calculating each Class Member's and Putative Collective Member's settlement payment shall increase by a percentage equal to the percentage increase in Total Eligible Workweeks above 13,500, less five percent (5%).
- C. **Funding.** Alteryx shall deposit the Maximum Gross Settlement Amount into the QSF within seven (7) business days from the Effective Date.

- D. Unclaimed Funds.** Any portion of the Maximum Gross Settlement Amount not distributed 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 QSF, and any check not cashed after the expiration of the 180 days following issuance of checks to any Participating Class Member or Putative Collective Member shall be donated in equal amounts to the two *Cy Pres* Recipients.

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 Maximum Gross Settlement Amount, plus out-of-pocket costs and expenses in an amount not to exceed Twenty Thousand dollars (\$20,000.00) to be paid from the QSF. Alteryx will not oppose this petition, including any appeal or request for reconsideration if the petition is denied or modified by the Court.
- B.** The substance of Class Counsel's petition 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. 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 portion of the Maximum Gross Settlement Amount not approved by the Court as attorneys' fees, costs or expenses will become part of the Net Settlement 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 Maximum Gross Settlement Amount shall be made seven (7) days after the Settlement has been fully funded pursuant to Section 9.1(C).

9.2 Service Awards

- A.** In return for services rendered to the Class Members, Named Plaintiffs will apply to the Court to receive Service Awards. Named Plaintiff Brett Smith may seek a Service Award of up to thirteen thousand dollars (\$13,000.00), Named Plaintiff Tuan Peng may seek a Service Award of up to ten thousand dollars (\$10,000), and Named Plaintiff Linwood Fullam may seek a Service Award of up to ten thousand dollars (\$10,000).
- 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.

Alteryx will not oppose Named Plaintiffs' application for Service Awards. Any portion of the Maximum Gross Settlement Amount not approved by the Court as Service Awards will become part of the Net Settlement Fund to be distributed to Participating Collective Members and Participating Class Members.

- C. A general release as set forth in Section 12.1(D) will be executed by Named Plaintiffs in exchange for their Service Awards.
- D. Payment to Named Plaintiffs of Court-approved Service Awards will be made from the Maximum Gross Settlement Amount seven (7) days after the Settlement has been fully funded pursuant to Section 9.1(C).

9.3 Private Attorneys General Act Payment. The Parties agree that the PAGA Fund shall be allocated to the settlement of the PAGA claims. Seventy-five percent (75%) of the PAGA Fund, or twenty-two thousand five hundred dollars (\$22,500.00) shall be paid to the LWDA ("LWDA Payment") and twenty-five percent (25%), or seven thousand five hundred (\$7,500) of the PAGA Fund shall be paid to the PAGA Members ("PAGA Payment") as set forth in Section 9.4(E) below.

9.4 Class Members and Putative Collective Members' Payments

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

1. The Net Settlement Fund shall be divided by the Total Eligible Workweeks to determine the Weekly Payment Amount.
2. Each Class Member's and Putative Collective Member's individual Total Eligible Workweek amount shall be calculated by counting all Workdays in each pay period in which the Class Member or Putative Collective Member worked Regular Hours during the Class Period and/or Collective Period, with no Workday, workweek or pay period counted twice, and dividing the resulting sum by five (5).
3. Each Class Member and Putative Collective Member's settlement payment shall be calculated by multiplying the individual Total Eligible Workweeks for that Class Member or Putative Collective Member by the Weekly Payment Amount.

B. Allocation to PAGA Members. Each PAGA Member's 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 a fraction that represents 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 the PAGA Member receives as a Settlement Member.
- C. The calculation of Total Eligible Workweeks and Eligible PAGA Workweeks shall be based on Alteryx's business records in accordance with this Agreement. If a dispute arises regarding whether an individual is a Class Member or Putative Collective Member and/or regarding the amount of or basis for the calculation of a Class Member or Putative Collective Member's estimated settlement payment, he or she must submit his or her dispute in writing to the Settlement Administrator. Alteryx'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 or Putative Collective Member provides, and information from Alteryx (if any), and will make the final decision as to any dispute.
- D. In no event shall the total payments to the Settlement Members exceed the Net Settlement Fund, subject to Section 9.1(B).
- E. **Timing of Payments.** Fourteen (14) business days after the Effective Date, the Settlement Administrator will mail Settlement Checks to Participating Class Members and Putative Collective Members, the PAGA Payments and the PAGA Check Enclosure Letter to PAGA Members, and the LWDA Payment to the LWDA.
- F. **Check Cashing Period.** Participating Class Members and Putative Collective Members will have one hundred and eighty (180) days from the date shown on the Settlement Checks and PAGA Payments to cash, deposit, or otherwise negotiate the checks.
- G. **Check Reminders.** The Parties agree that they will use robust efforts to ensure that Settlement Checks are received by Participating Class Members and Putative Collective Members, including through the Settlement

Administrator's use of email and U.S. Mail for robust contact attempts and Reminders to timely negotiate Settlement Checks before the 180-day deadline. The Settlement Administrator will send Reminders via email and First Class U.S. Mail sixty (60) days after the initial distribution of Settlement Checks to Participating Class Members and Putative Collective Members who have not yet cashed their Settlement Checks. If seventy five percent (75%) of the Putative Collective Members have not cashed their Settlement Checks within ninety (90) days of the initial distribution of the Settlement Checks, the Settlement Administrator will contact Putative Collective Members who have not cashed their Settlement Checks via email and phone to encourage them to do so for a period of one week or until the seventy five percent (75%) floor is reached. 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 Checks.

- H. If within twenty (20) days after the close of the one hundred and eighty (180) day deadline to cash or otherwise negotiate the Settlement Checks, a Participating Class Member or Putative Collective Member reports a lost or destroyed Settlement Check, informs the Settlement Administrator that he or she did not receive a Settlement Check or otherwise requests reissuance of his or her Settlement Check, Alteryx may approve the reissuance of a Settlement Check to such individual on a case-by-case basis.

10. TAX CHARACTERIZATION OF PAYMENTS

- A. The Settlement Administrator shall be solely responsible for making proper tax withholdings and complying with tax reporting obligations.
- B. For tax purposes, fifty percent (50%) of payments to Putative Collective Members pursuant to Section 9.4(A) shall be treated as W-2 wage payments and fifty percent (50%) of such payments shall be treated as 1099 non-wage income as liquidated damages, statutory penalties, and interest. For tax purposes, one third (33.33%) of payments to Participating Class Members pursuant to Section 9.4(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.
- C. One hundred percent (100%) of the PAGA Payment to each PAGA Member pursuant to Section 9.4(B) shall be treated as 1099 non-wage compensation as statutory penalties.
- D. Payments of attorneys' fees and costs pursuant to Section 9.2 shall be made without withholding. Class Counsel will receive a Form 1099 for such payments.

- E.** Service Awards will be reported on either a Form 1099 or W-2 issued by the Settlement Administrator, or a combination of the two, at the sole election and as deemed appropriate by the Settlement Administrator, to each Named Plaintiff.
- F.** 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.
- G.** 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 Settlement Member. Settlement Members shall be advised in the Notices to seek independent tax advice regarding any tax consequences of the Settlement.
- H.** Alteryx 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 3(C).

11. PUBLICITY

- 11.1.** The Parties, Class Counsel, and Defendant’s Counsel shall maintain the terms of this Agreement in confidence until Plaintiffs file their Motion for Preliminary Approval.
- 11.2.** At no time before or after Plaintiffs file their Motion for Preliminary Approval shall the Parties, Class Counsel, or Defendant’s Counsel (i) hold any press conference or issue any press release or public statement, including without limitation via the Internet, social media or other communication channels, with respect to the Litigation or the Settlement (except as necessary to comply with legal reporting requirements, such as Securities and Exchange Commission filings, reports or disclosures); (ii) characterize the Litigation or Settlement in a manner that disparages any Party, their counsel, or the Releasees; or (iii) otherwise publicize the Litigation or the Settlement, provided that Class Counsel may refer to the Settlement in adequacy of counsel declarations. If the Parties, Class Counsel, or Defendant’s Counsel are contacted by the media or third parties regarding the Settlement, they shall not comment in any way, except to point to publicly available filings.

- 11.3.** The Parties, Class Counsel, and Defendant's Counsel will continue to comply with the obligations set forth in the Pre-Litigation Stipulation to Protect Confidential Information executed by the parties on or about October 5, 2020. In conjunction with filing of the Complaint and Motion for Preliminary Approval, the Parties shall enter into a confidentiality and protective order containing the same terms as the October 5, 2020 Pre-Litigation Stipulation to Protect Confidential Information and requiring Plaintiffs and Class Counsel to return or destroy all confidential documents, information and other materials obtained in connection with the mediation, in discovery, or otherwise within sixty (60) days of the Final Approval Order, and to provide a certification of such destruction or return to Alteryx (with exceptions for applicable ethical rules and malpractice policies). Neither Plaintiffs nor Class Counsel shall use, disseminate, or distribute any information obtained or developed in connection with the mediation or Litigation for any purpose whatsoever, except to defend the validity of the Settlement.
- 11.4.** Nothing in this Section shall limit communication between Class Counsel and Class Members and Putative Collective Members.

12. RELEASE

12.1. 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 and each Participating Collective 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 Claims.
- B.** The Settlement Check issued to Participating Class Members and Putative 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 pursuant to 29 U.S.C. § 216(b) in the case entitled *Smith v. Alteryx*, Index No. [XXXX], pending in the Supreme Court of New York, County of Kings, (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 Claims.

Each such consent shall be filed with the Court in summary format following expiration of the check cashing period, with any personal identifying or sensitive information redacted.

- 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, on behalf of the State of California, 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 12.1(A)-(C) above, and in consideration for the Service Awards, if approved and paid under Section 9.2 above, Named Plaintiffs Tuan Peng, Brett Smith, and Linwood Fullam, on behalf of themselves and on behalf of each of their heirs, executors, administrators, successors and assigns, voluntarily release and forever discharge the 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; 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. Named Plaintiffs 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.

- 12.2. Denial of Liability.** Alteryx 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 Alteryx'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 Alteryx, nor as an admission that a class should be certified for any purpose in the Litigation, any other case, or other than settlement purposes.

13. INTERPRETATION AND ENFORCEMENT

- 13.1 Cooperation Between the Parties; Further Acts.** The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the 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.
- 13.2 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.
- 13.3 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein.
- 13.4 Binding Effect.** This Agreement shall be binding upon the Parties.
- 13.5 Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 13.6 Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 13.7 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of 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.

- 13.8 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. The Parties shall not petition the Court to modify the terms of the Agreement.
- 13.9 Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the 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.
- 13.10 Effective Date.** The Effective Date of the Settlement shall be on the date on which the Final Approval Order becomes binding, which is the later of: (i) in the event of a timely appeal filed by a Settlement Member who has moved to intervene in the lawsuit, the date of final affirmance of the Final Approval Order on appeal; (ii) in the event of a timely appeal filed by a Settlement Member who has moved to intervene in the lawsuit, the date of final dismissal of any appeal of the Final Approval Order or the final dismissal of any proceeding on certiorari to review the Final Approval Order; (iii) five court days after the deadline to file or notice any appeal of the Final Approval Order, if any timely objections are filed in the lawsuit and/or served on the Settlement Administrator; or (iv) if no Settlement Member has moved to intervene, the date of the Final Approval Order shall be the Effective Date. The Effective Date cannot occur, and Alteryx will not be obligated to fund this Settlement, until and unless the Court has entered the Final Approval Order and there is no possibility of an appeal or further appeal that could potentially prevent the Final Approval Order or this Agreement from becoming final and binding. This Settlement is contingent upon Court approval, and Alteryx shall have no obligation to pay any portion of the Maximum Gross Settlement Amount or Employer Payroll Taxes, and any releases shall be null and void, if the Settlement does not become final, effective, and non-appealable, subject to this Section 8.
- 13.11 Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- 13.12 Signatures.** This Agreement is valid and binding only if signed by the Parties and their authorized representatives.
- 13.13 Facsimile, Electronic, and Email Signatures.** Any Party may execute this Agreement by signing or causing its counsel to sign on the designated signature

block below and transmitting that signature page via facsimile, email, or other electronic means to counsel for the other party. Any signature made and transmitted by facsimile, email, or other electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

13.14 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: Apr 9, 2021, 2021

ALTERYX, INC.

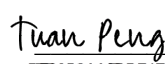
By: 
 Kevin Rubin (Apr 9, 2021 09:59 PDT)

Name, Title

Kevin Rubin Chief Financial Officer

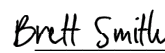
Dated: 4/8/2021, 2021

TUAN PENG

DocuSigned by:

 DT005CAA8DD54EE...
 Tuan Peng

Dated: 4/8/2021, 2021

BRETT SMITH

DocuSigned by:

 80CB05E7A0D74061
 Brett Smith

Dated: 4/8/2021, 2021

LINWOOD FULLAM

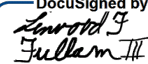
DocuSigned by:

 974148C3F3F3461
 Linwood Fullam

EXHIBIT A

OFFICIAL COURT NOTICE OF CLASS ACTION SETTLEMENT

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for Alteryx in California as an exempt-classified (salaried) Inside Sales Representative, you may be entitled to a payment from a class action settlement.

This is a court-authorized notice. This is not a solicitation from a lawyer.

- You received this Notice because Alteryx’s records indicate that you worked as an exempt-classified Inside Sales Representative in California between November 12, 2016 and February 28, 2021. If you worked as an Inside Sales Representative in California and in another state, this Notice applies to your work in both states during the same period.
- Three former Alteryx employees filed a lawsuit against Alteryx alleging that Alteryx misclassified them and other Inside Sales Representatives as “exempt” from overtime and failed to pay overtime wages, provide meal periods and rest breaks, provide proper wage statements, and timely pay wages owed during employment and upon separation. Alteryx denies these all of these allegations and contends that it fully complied with applicable law. The Court has not decided whether the asserted claims are valid. The parties have entered into a settlement to avoid the risk, inconvenience, and expense of litigation.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be \$[AMOUNT] before taxes. The actual amount you receive will be less because of deductions for applicable taxes.
- 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.

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 sign or cash the settlement check, you will also release the Released Collective Claims discussed in Section 10 below.
EXCLUDE YOURSELF	If you do not want to participate in the settlement and want to retain your right to sue Alteryx for unpaid wages and related wage and hour claims under California 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 receive a settlement payment or be eligible to 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.

BASIC INFORMATION

1. Why did I get this notice?

The Court authorized the parties to send this Notice to inform you 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, the settlement, your legal rights, and what benefits are available.

The Court overseeing this settlement is the New York State Supreme Court, Kings County. The lawsuit is *Brett Smith, et al. v. Alteryx, Inc.*, Index No. [XXXX].

2. Am I covered by this settlement?

Alteryx's records show that you were employed as an exempt-classified Inside Sales Representative by Alteryx in California between November 12, 2016 and February 28, 2021.

For the purposes of this settlement, "Inside Sales Representative" includes the following positions: Account Executive, Commercial; Account Executive, Enterprise Inside; Account Executive, Strategic Land; Account Executive, Inside Public Sector; Enterprise Land Rep; Enterprise Land AE - Higher Ed; Enterprise Land Sales Executive; SMB Sales Rep; Inside Commercial Sales Account Executive; Commercial Sales, Account Renewal Rep; Commercial Renewal Representative; Commercial Sales Account Manager; Strategic Land Rep; Senior Account Executive, Commercial; Senior Account Executive, Enterprise Inside; and Team Lead, Enterprise Inside.

3. What is the lawsuit about?

The lawsuit is about whether Alteryx misclassified its Inside Sales Representative employees as exempt from overtime, and therefore failed to pay them overtime wages, provide meal periods and rest breaks, provide proper wage statements, and timely pay wages owed during employment and upon separation. Alteryx denies the claims made in the lawsuit and believes that its exempt-classified Inside Sales Representatives received all wages, payments, breaks, and wage statements

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 lawsuit.

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 also on behalf of other people who have similar claims. The other 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.

Plaintiffs and the Class Members are represented by Class Counsel, Melissa Stewart and Hannah Cole-Chu 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.

5. Why is there a settlement?

The Court has not decided the lawsuit in favor of Plaintiffs or Alteryx. Both sides believe they would 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?

Alteryx has agreed to pay up to \$2,065,000.00 (the “Total Settlement Amount”) to resolve the claims of all Participating Class and Collective Members. The Total Settlement Amount will be used to pay: (1) Participating Class and Collective Members; (2) attorneys’ fees of up to \$688,333.33 (one-third of the Total Settlement Amount) plus reimbursement of actual litigation expenses and costs of up to \$20,000.00; (3) Service Awards in the total amount of \$33,000, divided among the three Plaintiffs; (4) \$22,500.00 to the California Labor & Workforce Development Agency plus \$7,500 to the California PAGA Members; and (5) the Settlement Administrator’s fees and costs of up to \$20,000.

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

Based on the formula 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 Alteryx'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 Court has approved the formula used to calculate your settlement payment. The formula considers the number of weeks you worked as an exempt-classified Inside Sales Representative within the period covered by the settlement. 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 Alteryx'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 Alteryx's records and/or the calculation of your settlement payment, you must notify the Settlement Administrator and provide any written documentation supporting your contention. Alteryx's records are presumed to be correct unless you prove otherwise. 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 180 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my settlement payment?

If you wish to participate in the settlement, you do not need to take any action now. You will receive a check for your settlement payment 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 _____, at _____ to determine whether to give final approval to the settlement. If the Court grants final approval, Alteryx will fund the settlement within seven business days, unless there is an appeal, and the Settlement Administrator will mail your payment seven business 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 participating in the settlement?

Regardless of whether you cash 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 Alteryx asserting any claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, liquidated damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, against Alteryx, or any of its current or past predecessors, successors, affiliates, subsidiaries, parent companies, current and past employees, insurers, agents, consultants, legal representatives, and any other related entities, and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters ("Releasees"), arising out of or relating to the allegations asserted in the

Operative Complaint, are asserted in the Operative Complaint, or that could have been asserted in the Operative Complaint based on the allegations in the pleadings, whether in contract or based on putative violations of any federal, state or local law (including but not limited to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.*, the California Labor Code, the California Business & Professions Code, and the Wage Orders of the California Industrial Welfare Commission (8 Cal. Code Regs. § 11010 *et seq.*)), that accrued during Class Members' employment as Inside Sales Representatives from November 12, 2016 to February 28, 2021, including, without limitation, all claims for unpaid wages, including minimum wages, premium pay of any kind, meal period violations, rest break violations, wage statement violations, the failure to timely pay wages during employment and upon termination of employment, all related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, including any and all claims arising from the factual allegations in the operative complaint(s) that the Class Members do not know or suspect to exist in their favor, which if known by them, would have materially affected the settlement and the release of the Releasees.

If you cash your settlement check, you also will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Alteryx asserting any claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, liquidated damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, against the Releasees, arising out of or relating to the allegations asserted in the Operative Complaint, are asserted in the Operative Complaint, or that could have been asserted in the Operative Complaint based on the allegations in the pleadings, whether in contract or based on putative violations of any federal, state or local law (including but not limited to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.*, the California Labor Code, the California Business & Professions Code, and the Wage Orders of the California Industrial Welfare Commission (8 Cal. Code Regs. § 11010 *et seq.*)), that accrued during Collective Members' employment as Inside Sales Representatives from November 12, 2017 to February 28, 2021, including, without limitation, all claims for unpaid wages, including minimum wages, premium pay of any kind, meal period violations, rest break violations, wage statement violations, the failure to timely pay wages during employment and upon termination of employment, all related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, including any and all claims arising from the factual allegations in the operative complaint(s) that the Settlement Members do not know or suspect to exist in their favor, which if known by them, would have materially affected the settlement and the release of the Releasees.

Additionally, if you worked as an Inside Sales Representative in California from [INSERT DATE ONE YEAR PRIOR TO FILING PAGA NOTICE] to February 28, 2021 (the "PAGA Period"), you will also release your claims under the Labor Code Private Attorneys General Act of 2004 that arise out of or relate to the Class and/or Collective Released Claims during the PAGA Period, including, without limitation, all claims for penalties, interest, attorneys' fees, costs and expenses, and other remedies available under PAGA.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

11. How do I opt out of the settlement?

If you wish to exclude yourself from the settlement, 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 Alteryx wage and hour settlement.” The Opt-Out Statement must be postmarked by or otherwise received on or before **INSERT DATE 45 DAYS FROM NOTICE MAILING**.

If you submit an Opt-Out Statement, you will not be eligible to receive a settlement payment. You will retain the right to bring your own legal proceeding against Alteryx. 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 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 and including all of the following: (i) all of

your objections 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 45 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 _____. The hearing may be held remotely by video or telephone.

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
AlteryxSettlement@outtengolden.com

Hannah Cole-Chu
OUTTEN & GOLDEN LLP
601 Massachusetts Ave. NW, Suite 200W
Washington, D.C. 20001
Telephone: (202) 847-4400
AlteryxSettlement@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 Alteryx as an exempt-classified (salaried) Inside Sales Representative, you may be entitled to a payment from a collective action lawsuit settlement.

This is a court-authorized notice. This is not a solicitation from a lawyer.

- You received this Notice because Alteryx’s records indicate that you worked as an exempt-classified Inside Sales Representative outside of California between November 12, 2017 and February 28, 2021.
- Three former Alteryx employees filed a lawsuit against Alteryx alleging that it misclassified them and other Inside Sales Representatives as “exempt” from overtime and failed to pay overtime wages for hours worked over 40 each week. Alteryx denies these allegations and contends that it fully complied with applicable law. The Court has not decided whether the asserted claims are valid. The parties have entered into a settlement to avoid the risk, inconvenience, and expense of litigation.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be \$[AMOUNT] before taxes. The actual amount you receive will be less because of deductions for applicable taxes.
- 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.

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 wish to participate in the settlement, you do not need to take any action now. You will receive a check for the settlement payment by mail. If you endorse, deposit, or cash the check, you will release the Released Collective Claims discussed in Section 10 below.
DO NOT CASH A SETTLEMENT CHECK	If you do not endorse, deposit or cash the settlement check, you will not release the Released Collective Claims discussed in Section 10 below and you will retain your right to file your own legal proceeding against Alteryx.

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

BASIC INFORMATION

1. Why did I get this notice?

The Court authorized the parties to send this Notice to inform you about the proposed 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 settlement is the New York State Supreme Court, Kings County. The lawsuit is *Brett Smith, et al. v. Alteryx, Inc.*, Index No. [XXXX].

2. Am I covered by this settlement?

Alteryx's records show that you were employed as an exempt-classified Inside Sales Representative by Alteryx in a state other than California between November 12, 2017 and February 28, 2021.

For the purposes of this settlement, "Inside Sales Representative" includes the following positions: Account Executive, Commercial; Account Executive, Enterprise Inside; Account Executive, Strategic Land; Account Executive, Inside Public Sector; Enterprise Land Rep; Enterprise Land AE - Higher Ed; Enterprise Land Sales Executive; SMB Sales Rep; Inside Commercial Sales Account Executive; Commercial Sales, Account Renewal Rep; Commercial Renewal Representative; Commercial Sales Account Manager; Strategic Land Rep; Senior Account Executive, Commercial; Senior Account Executive, Enterprise Inside; and Team Lead, Enterprise Inside.

3. What is the lawsuit about?

The lawsuit is about whether Alteryx misclassified its Inside Sales Representative employees as exempt from overtime, and therefore failed to pay them overtime wages, provide meal periods and rest breaks, provide proper wage statements, and timely pay wages owed during employment and upon separation. Alteryx denies the claims made in the lawsuit and believes that its exempt-classified Inside Sales Representatives received all wages, payments, breaks, and wage statements 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 lawsuit.

4. Why is this a collective action?

In a collective action, one or more people called "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 endorsing and depositing or cashing the settlement check that will be mailed to you.

Plaintiffs and the Class Members are represented by Class Counsel, Melissa Stewart and Hannah Cole-Chu 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.

5. Why is there a settlement?

The Court has not decided the lawsuit in favor of Plaintiffs or Alteryx. Both sides believe they would 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 Collective Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Alteryx has agreed to pay up to \$2,065,000.00 (the “Total Settlement Amount”) to resolve the claims of all Class Members and Participating Collective Members. The Total Settlement Amount will be used to pay: (1) Class Members and Participating Collective Members; (2) attorneys’ fees of up to \$688,333.33 (one-third of the Total Settlement Amount) plus reimbursement of actual litigation expenses and costs of up to \$20,000.00; (3) Service Awards in the total amount of \$33,000, divided among the three Plaintiffs; (4) \$22,500.00 to the California Labor & Workforce Development Agency plus \$7,500 to the California PAGA Members; and (5) the Settlement Administrator’s fees and costs of up to \$20,000.

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

Based on the formula preliminarily approved by the Court, your settlement payment is estimated to be \$[AMOUNT], half 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 half of which is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Alteryx’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 Court has approved the formula used to calculate your settlement payment. The formula considers the number of weeks you worked as an exempt-classified Inside Sales Representative within the period covered by the settlement. 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 Alteryx’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 16 below. If you dispute Alteryx’s records and/or the calculation of your settlement payment, you must notify the Settlement Administrator and provide written documentation supporting your contention. Alteryx’s records are presumed to be correct unless you prove otherwise. 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 180 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my settlement payment?

If you wish to participate in the settlement, you do not need to take any action now. You will receive a check for your settlement payment 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, Alteryx will fund the settlement within seven business days, unless there is an appeal, and the Settlement Administrator will mail your payment seven business 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 participating in the settlement?

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 Alteryx asserting any claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, liquidated damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, against Alteryx, or any of its current or past predecessors, successors, affiliates, subsidiaries, parent companies, current and past employees, insurers, agents, consultants, legal representatives, and any other related entities, and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters ("Releasees"), arising out of or relating to the allegations asserted in the Operative Complaint, are asserted in the Operative Complaint, or that could have been asserted in the Operative Complaint based on the allegations in the pleadings, whether in contract or based on putative violations of any federal, state or local law (including but not limited to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.*, the California Labor Code, the California Business & Professions Code, and the Wage Orders of the California Industrial Welfare Commission (8 Cal. Code Regs. § 11010 *et seq.*)), that accrued during Collective Members' employment as Inside Sales Representatives from November 12, 2017 to February 28, 2021, including, without limitation, all claims for unpaid wages, including minimum wages, premium pay of any kind, meal period violations, rest break violations, wage statement violations, the failure to timely pay wages during employment and upon termination of employment, all related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, including any and all claims arising from the factual allegations in the operative complaint(s) that the Settlement Members do not know or suspect to exist in their favor, which if known by them, would have materially affected the settlement and the release of the Releasees.

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 exempt-classified 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 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 _____. The hearing may be held remotely by video or telephone.

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 attend at your own expense.

GETTING MORE INFORMATION

15. Are there more details about the settlement?

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

16. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, 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
AlteryxSettlement@outtengolden.com

Hannah Cole-Chu
OUTTEN & GOLDEN LLP
601 Massachusetts Ave. NW, Suite 200W
Washington, D.C. 20001
Telephone: (202) 847-4400
AlteryxSettlement@outtengolden.com

DATED: _____, 21__

Do not contact the Court directly for any reason.

EXHIBIT C

IMPORTANT REMINDER REGARDING ALTERYX SETTLEMENT

Recently you should have received a settlement payment in the mail, in the form of a check, from a class and collective action lawsuit against Alteryx.

IMPORTANT: Our records indicate that you have not yet deposited or cashed your settlement check. Settlement checks that are not deposited or cashed by [DATE] will be null and void. You will release the claims covered by the settlement even if you do not deposit or cash your settlement check.

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

EXHIBIT D

IMPORTANT REMINDER REGARDING ALTERYX SETTLEMENT

Recently you should have received a settlement payment in the mail, in the form of a check, from a collective action lawsuit against Alteryx.

IMPORTANT: Our records indicate that you have not yet deposited or cashed your settlement check. Settlement checks that are not deposited or cashed by [DATE] will be null and void.

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

EXHIBIT E

Dear [California PAGA Member Name]:

The enclosed check is your share of the Labor Code Private Attorneys General Act ("PAGA") settlement payment in the *Smith v. Alteryx* lawsuit (Index No. [XXXX]) filed in New York State Supreme Court, Kings County. You are receiving this check because you are a member of this settlement's California PAGA Group, which is defined to include all exempt-classified Inside Sales Representatives (Account Executive, Commercial; Account Executive, Enterprise Inside; Account Executive, Strategic Land; Account Executive, Inside Public Sector; Enterprise Land Rep; Enterprise Land AE - Higher Ed; Enterprise Land Sales Executive; SMB Sales Rep; Inside Commercial Sales Account Executive; Commercial Sales, Account Renewal Rep; Commercial Renewal Representative; Commercial Sales Account Manager; Strategic Land Rep; Senior Account Executive, Commercial; Senior Account Executive, Enterprise Inside; and Team Lead, Enterprise Inside) who worked for Alteryx in California between [INSERT DATE ONE YEAR BEFORE PAGA NOTICE IS FILED] and February 28, 2021.

In the lawsuit, Plaintiffs alleged that Alteryx misclassified its Inside Sales Representatives as exempt from overtime pay. Plaintiffs also alleged that Alteryx violated the California Labor Code and Wage Orders by allegedly failing to pay overtime, provide meal breaks and proper wage statements, and timely payment of wages. Plaintiffs also allege a PAGA claim brought on behalf of the State of California, which if proven, would entitle the State of California to recover civil penalties from Alteryx. Alteryx asserts that none of Plaintiffs' claims are valid and denies that it did anything wrong. Alteryx contends that it has complied at all times with applicable federal and California law, including PAGA.

As part of the settlement of the PAGA claim, Alteryx agreed to pay \$30,000, which will be distributed according to PAGA's requirement that 75% (or \$22,500) be distributed to the California Labor & Workforce Development Agency and the remaining 25% (or \$7,500) be paid to members of the California PAGA Group. Your individual PAGA settlement payment is determined by your proportional share of the \$7,500 based on the number of workweeks you worked between [DATE] and [DATE] as an exempt-classified Inside Sales Representative in California. 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 Inside 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 the PAGA settlement 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 be donated to two 501(c)(3) tax-exempt organizations as *cy pres* beneficiaries, selected by the parties. If you have any questions about the calculation of your payment, please contact

the Settlement Administrator at XX or XX or Class Counsel, Outten & Golden LLP, at 212-245-1000 or AlteryxSettlement@outtengolden.com.

Regards,

Alteryx Settlement Administrator