

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

GABRIEL TOPPING, MADISON DE LA
CRUZ, WILLIAM HUBERT, PARKER
KENDLE, CHRISTOPHER LIEU, DEAVIN
RENCHE, DANIEL ROVICK, ETHAN
ROVICK, AND MACLAINE SCHER, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

DRATA INC.,

Defendant.

Index No.: 606167/2026

**NOTICE OF PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF
SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND SERVICE AWARDS**

PLEASE TAKE NOTICE that upon the Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Approval of Settlement and affirmations of Melissa Stewart and Maureen A. Salas, with the exhibits annexed thereto, Plaintiffs will move this Court at 9:30 a.m. on April 20, 2026, at 100 Supreme Court Drive, Mineola, New York, 11501, in an IAS Term Part, or as soon thereafter as counsel can be heard, for an Order granting approval of the class action settlement.

PLEASE TAKE FURTHER NOTICE that pursuant to CPLR § 2214(b), answering papers, if any, shall be served upon the undersigned no later than seven (7) days prior to the return date of this motion.

Dated: April 1, 2026
New York, New York

Respectfully submitted,

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION
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SERVICES AWARDS**

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PRELIMINARY STATEMENT

Plaintiffs Gabriel Topping, Madison De La Cruz, William Hubert, Parker Kendle, Christopher Lieu, DeAvin Rencher, Daniel Rovick, Ethan Rovick, and Maclaine Scher (“Plaintiffs”), individually and on behalf of a putative class, and Defendant Drata Inc. (“Defendant”) (Plaintiffs and Defendant collectively, the “Parties”), have agreed, subject to Court approval, to settle this wage and hour class action for \$1,300,000. The Settlement Agreement and Release (the “Agreement”) resolves a bona fide dispute reached after arms’-length negotiations by experienced counsel and with the assistance of a well-respected mediator. Because the Agreement satisfies all the criteria for approval of settlements under New York Civil Practice Law and Rules (“CPLR”) § 908, the Parties respectfully request that the Court grant the unopposed motion, and (1) enter the proposed Order approving the Agreement¹ as fair, adequate, and reasonable; (2) certify the CPLR § 901 Class and FLSA Collective for settlement purposes; (3) appoint Outten & Golden LLP (“O&G”) and Werman Salas P.C. as Class Counsel; (4) appoint Apex Class Action (“Apex”) as the Settlement Administrator; (5) approve the Parties’ agreed Notices of Class and Collective Action Settlement (“Notice”); (6) approve the proposed Service Awards for the Plaintiffs; and (7) approve Plaintiffs’ Counsel’s attorneys’ fees and costs.

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs brought this action on behalf of themselves and similarly situated co-workers who were employed by Defendant as Sales Development Representatives (“SDRs”) seeking to recover unpaid overtime wages and related damages pursuant to the Fair Labor Standards Act (“FLSA”) and California state law. Plaintiffs allege that Drata deprived SDRs of proper

¹ The Agreement is attached to the Affirmation of Melissa L. Stewart (“Stewart Aff.”) as **Exhibit 1**. Unless otherwise indicated, all exhibits are attached to the Stewart Aff.

overtime pay by uniformly classifying SDRs as exempt from federal and state overtime provisions and failing to pay them overtime wages, as well as related violations of the California Labor Code and California Private Attorneys General Act (“PAGA”). *See* NYSCEF No. 1 (Complaint).

I. Investigation

Before initiating this action, Plaintiffs’ Counsel conducted a thorough investigation which included factual and legal research regarding the underlying merits of Plaintiffs’ claims, possible defenses, the proper measure of damages, and the likelihood of class and collective certification. Stewart Aff. ¶ 12. Plaintiffs’ Counsel also conducted in-depth interviews with Plaintiffs and many other similarly situated SDRs. *Id.* ¶ 13. These interviews helped Plaintiffs’ Counsel determine the hours that SDRs worked, the nature of their duties, and Defendant’s policies as they relate to the SDRs. *Id.* ¶ 14. Plaintiffs’ Counsel also reviewed employment documents, including payroll information and onboarding materials. *Id.* ¶ 15.

II. Settlement Discussions

On June 11, 2024, Plaintiffs’ Counsel sent a letter to Defendant outlining the claims and inviting Defendant to engage in pre-litigation settlement discussions on behalf of the group of similarly situated employees. Stewart Aff. ¶ 16. After Defendant reviewed the letter, the Parties agreed to engage in a dialogue regarding the possibility of a resolution of the alleged claims and entered into an agreement that tolled the statutes of limitations applicable to SDRs’ wage claims as of June 11, 2024. *Id.* ¶ 17. The Parties agreed to attend a full-day mediation before Michael Loeb, an experienced mediator. *Id.* ¶ 18.

In advance of the mediation, Defendant produced payroll data and other discovery, including personnel files. *Id.* ¶ 19. Plaintiffs’ Counsel evaluated the claims and Defendant’s

defenses based on the discovery produced by Defendant, as well as Plaintiffs' own investigation.

Id. ¶ 20. Plaintiffs also used the discovery to calculate damages. *Id.* ¶ 21. Prior to the mediation, Plaintiffs produced a detailed mediation statement to Mr. Loeb, and the Parties exchanged mediation briefs. *Id.* ¶ 22.

The Parties participated in a full-day mediation session with Mr. Loeb on May 6, 2025. *Id.* ¶ 23. The Parties reached agreement on the material terms of the settlement during the mediation and executed a Settlement Term Sheet on May 9, 2025. *Id.* ¶ 24. Over the following months, the Parties continued to negotiate the terms of the finalized Agreement, which was fully executed on February 18, 2025. *Id.* ¶ 25. At all times, settlement negotiations were conducted on an arm's-length basis. *Id.* ¶ 26.

SUMMARY OF SETTLEMENT TERMS

I. Eligible Employees

Putative Collective Members are SDRs employed nationwide, except in California, during the FLSA Collective Period of June 11, 2021 through September 1, 2025. Agreement §§ 1.22, 1.45. Class Members are SDRs employed in California during the Class Period of May 1, 2021 through September 1, 2025. *Id.* §§ 1.9, 1.10. PAGA Members are SDRs employed in California during the PAGA Period of June 11, 2023 through September 1, 2025. *Id.* §§ 1.37, 1.38.

II. The Settlement Fund

Defendant has agreed to pay One Million Three Hundred Thousand Dollars (\$1,300,000.00) to cover: (1) individual settlement awards for Participating Class Members and Participating Collective Members (Agreement §§ 1.25, 7.1(b)); (2) PAGA Fund payments totaling \$7,910 to PAGA Members and \$14,690 to California's Labor and Workforce

Development Agency (“LWDA”) (*id.* §§ 1.29, 1.36, 8.6); (3) Service Awards of up to \$7,500.00 each to the nine named Plaintiffs (\$67,500.00 total) (*id.* §§ 1.54, 7.4); (4) Plaintiffs’ Counsel’s attorneys’ fees of up to one-third of the Gross Settlement Amount, plus reimbursement of actual litigation expenses and costs (*id.* § 7.3); and (5) the Settlement Administrator’s fees and costs (*id.* § 1.27). If the total number of Eligible Workweeks increases more than 5% above the estimated number of 4,781, then the Gross Settlement Amount will increase by the same number of percentage points above five percent (5%) by which the actual number of Eligible Workweeks exceeds 4,781. *Id.* § 7.1(b).

III. Releases

Class Members who do not timely opt out of the settlement will release all “Released Class Claims,” Agreement § 8.2,² and PAGA Members will release the “Released PAGA Claims.”³ Participating Collective Members and Participating Class Members who opt in to the Settlement by electing Electronic Payment or cashing or otherwise negotiating their Individual

² “Released Class Claims means all California claims pled in the operative Complaint or that could have been pled based on the facts alleged in the Complaint and that accrued during Class Members’ employment as an exempt-classified Sales Development Representative at Drata during the Class Period including, without limitation, claims for unpaid overtime wages, failure to provide required meal and rest breaks or premium payments in lieu thereof, failure to pay wages timely during employment and upon separation, failure to provide legally compliant wage statements or maintain accurate wage records, failure to pay all wages owed, failure to reimburse necessary business expenses, and all related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses.” *Id.* § 1.47.

³ “Released PAGA Claims means the California Private Attorneys General Act (“PAGA”) claims for penalties pled in the operative Complaint and the PAGA notice letter to the LWDA submitted by Maclaine Scher and Christopher Lieu (the “PAGA Notice Letter”), or that could have been pled based on the facts alleged in the operative Complaint and PAGA Notice Letter (including, but not limited to, any and all claims under California Labor Code Sections 201, 202, 203, 204, 208, 210, 223, 226, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and 2802), and that accrued during employment as an exempt-classified Sales Development Representative during the PAGA Period.” *Id.* § 1.49.

Settlement Check will release all “Released Collective Claims.”⁴ *Id.* § 8.1. Additionally, in consideration of the Service Awards, the Plaintiffs will agree to a general release. *Id.* § 8.4.

IV. Settlement Fund Allocation

The Settlement Administrator will determine the settlement amount for each individual pursuant to the following formula:

1. For each Class and Putative Collective Member, sum together all compensation (inclusive of salary, bonus, commission) earned in an SDR role in all Eligible Workweeks in the Relevant Time Period to determine each individual’s “Total Compensation”;
2. For Putative Collective Members, multiply their Total Compensation by 1; and for each Class Member, multiply their Total Compensation by 1.3 to get each Settlement Class Member’s “Individual Number.”
3. Sum together all Individual Numbers to get the “Denominator.”
4. For each Class Member and Putative Collective Member, divide their respective Individual Number by the Denominator to obtain their “Portion of the Net Fund.”
5. Multiply each Settlement Class Member’s Portion of the Net Fund by the Net Fund to determine each Settlement Class Member’s Settlement Amount.

Agreement § 7.6.

PAGA Members will be entitled to an additional “Individual PAGA Settlement Amount” based on pay periods worked in the PAGA Period, allocating one (1) point for each Eligible PAGA Pay Period and distributing the PAGA Payment on a pro rata basis based on each PAGA Member’s points. *Id.* § 7.7.

⁴ “Released Collective Claims means the claims pled in the operative Complaint or that could have been pled based on the facts alleged in the Complaint and that accrued during Participating Collective Members’ employment as an exempt-classified Sales Development Representative at Drata during the FLSA Collective Period, including, without limitation, federal and state claims for unpaid overtime wages, misclassification, and all related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses.” *Id.* § 1.48.

V. Settlement Administrator

The Parties have selected Apex to serve as Settlement Administrator following a competitive bidding process. Stewart Aff. ¶ 27. Apex's fees and costs in this matter shall not exceed \$4,490.61 and shall be paid from the Gross Settlement Amount. *Id.*; Agreement § 1.27.

VI. Settlement Notice

The settlement provides that the Settlement Administrator will disseminate the Notice via First Class U.S. Mail and e-mail. Agreement § 4.3. If a Notice mailed to a Class or Putative Collective Member is returned as undeliverable, the Settlement Administrator shall take reasonable steps to obtain the correct address, including up to two skip traces, and shall attempt a re-mailing to any Class or Putative Collective Member for whom it obtains a more recent address. *Id.* § 4.4.

VII. Class and Collective Action Settlement Procedure

The Parties respectfully submit the following proposed schedule:

1. Within seven business days of the Approval Order, Defendant's Counsel will provide the Settlement Administrator and Plaintiffs' Counsel with the Class List. *See* Agreement § 4.1.
2. Within 21 Days of receipt of the Class List, the Settlement Administrator shall send the Notices to all Class and Putative Collective Members via First-Class U.S. Mail and e-mail. *Id.* § 4.3.
3. Class Members shall have 60 Days from the Notice mailing date to object to or opt-out of the settlement. *Id.* §§ 1.6, 5.1, 6.1.
4. Plaintiffs' Counsel will promptly file any objections with the Court. *Id.* § 6.2. The Court will have discretion to schedule a Fairness hearing. Should the Court schedule a hearing for this purpose, Plaintiffs' Counsel shall notify the Objector via First-Class U.S. Mail of the date, time, and location of the hearing. *Id.* § 6.2.
5. If there are no Objectors, Plaintiffs will file the Notice of Entry of Judgment 30 Days after the expiration of the Bar Date, and the Final Effective Date will be 30 Days plus two business days following the Notice of Entry of Judgment; if there are Objectors, and the Court schedules a Fairness Hearing, the Final Effective

Date will be 30 Days following the Court's grant of final approval following the Fairness Hearing; and if there are Objectors, and the Court does not schedule a Fairness Hearing, the Final Effective Date will be 30 Days following the Court's grant of final approval without a Fairness Hearing. *Id.* § 1.21.

6. Within seven business days after the Final Effective Date, Defendant shall pay the Gross Settlement Amount and the Employer Payroll Taxes into the QSF established by the Settlement Administrator. *Id.* §§ 1.19, 1.23, 1.27, 7.1(d).
7. Fourteen Days after the Funding Date, the Settlement Administrator will issue Electronic Payments to Participating Class, Putative Collective, and PAGA Members who timely elect to receive an Electronic Payment and mail Individual Settlement Checks to the remaining Participating Class, Putative Collective, and PAGA; wire Court-approved Attorneys' Fees and Costs to Plaintiffs' Counsel; mail the Service Awards to Plaintiffs; and mail the LWDA Payment to the LWDA. *Id.* § 7.10.
8. The Settlement Administrator will send reminders via text, e-mail, and First-Class U.S. Mail 45, 90, and 120 Days after the initial distribution of checks to Putative Collective Members, Participating Class Members, and PAGA Members who have not yet cashed their Individual Settlement Checks reminding them to negotiate their checks prior to the 150-Day deadline. *Id.* § 7.11(b).
9. Any Individual Settlement Check distributed to Class Members and PAGA Members that is not cashed after the expiration of the 150 Days following issuance of checks shall revert to the California unclaimed property fund under the name of the Class Member or PAGA member. *Id.* § 7.2(a). Any Individual Settlement Check distributed to Putative Collective Members that is not cashed after the expiration of the 150 Days following issuance of checks shall be returned and paid back to Defendant. *Id.* § 7.2(b).

ARGUMENT

I. Settlement Procedure

CPLR § 908 requires judicial approval for any compromise of claims brought on a class basis. This approval process includes three steps: (1) approval of the proposed settlement as fair, adequate, and reasonable after submission to the Court of a written motion for approval; (2) dissemination of notice of settlement to class members; and (3) at the Court's discretion, a hearing at which any class members who have objected to the settlement may be heard regarding the settlement and argument concerning the fairness, adequacy, and reasonableness of the

settlement. *See McMillan v. Euromarket Designs Inc. d/b/a Crate & Barrel*, No. 601313/2024, NYSCEF No. 13 (Sup. Ct., Nassau Cnty. May 24, 2024) (approving similar settlement procedure); *Chowdhury v. Tastes on the Fly N.Y. LLC*, No. 609227/2023, NYSCEF No. 18 (Sup. Ct., Nassau Cnty. July 20, 2023) (same).

With this motion, Plaintiffs ask the Court to take the first step – certifying the Class, granting approval of the Agreement, approving the Parties’ proposed Notices, and authorizing Apex to distribute the proposed Notices. *See, e.g., McMillan*, No. 601313/2024, NYSCEF No. 13 (Sup. Ct., Nassau Cnty. May 24, 2024) (approving settlement and leaving full fairness hearing to court’s discretion).

II. The Class Settlement Should Be Approved Because It Is Fair and Reasonable.

At this first step of settlement approval, courts examine “the fairness of the settlement, its adequacy, its reasonableness and the best interests of the class members.” *Fiala v. Metro. Life Ins. Co., Inc.*, 899 N.Y.S.2d 531, 531 (Sup. Ct., N.Y. Cnty. 2010) (citing *Klein v. Robert’s Am. Gourmet Food, Inc.*, 28 A.D.3d 63, 73 (2d Dep’t 2006)). This analysis is made in light of the “strong judicial policy” favoring the settlement of class action suits. *Jiannaras v. Alfant*, No. 21262/2009, 2012 N.Y. Misc. LEXIS 6692, at *11 (Sup. Ct., Queens Cnty. Jan. 10, 2012).

Courts consider the following factors: (1) the likelihood of success; (2) the extent of support from the parties; (3) the settlement value balanced against the potential recovery, in light of the litigation risks; (4) counsel’s judgment; (5) the presence of good-faith negotiations; and (6) the issues at stake. *See id.* at *10 (listing factors) (citations omitted). These factors are applied flexibly based on the circumstances of the case and the “strong judicial policy” favoring class action settlements. *Id.* at *11. Each factor weighs in favor of approval.

A. Factors 1 & 6: The Likelihood of Success and the Issues at Stake.

Plaintiffs believe their case is strong, though it is subject to risk. Risks are inherent in litigation, and Plaintiffs recognize the various obstacles to recovery. *See Klurfeld v. Equity Enters., Inc.*, 79 A.D.2d 124, 136 (App. Div. 2d Dep’t 1981) (“All lawsuits, more or less, present the risk of defeat[.]”); *In re Austrian & German Bank Holocaust Litig.*, 80 F.Supp.2d 164, 174 (S.D.N.Y. 2000) (“Most class actions are inherently complex and settlement avoids the costs, delays and multitude of other problems associated with them.”).

While Plaintiffs believe that they would ultimately prevail, Defendant vehemently disputes their claims. Defendant disputes Plaintiffs were misclassified and disputes that Plaintiffs worked over 40 hours a week. The settlement eliminates these risks and allows Class Members to recover now. These factors therefore favor approval. *See Charles v. Avis Budget Car Rental, LLC*, No. 152627/2017, 2017 N.Y. Misc. LEXIS 5082, *5 (Sup. Ct., N.Y. Cnty. 2017) (weighing that “Defendant has and will continue to vigorously contest Plaintiff’s claims if the action does not settle” in favor of settlement).

B. Factor 2: Extent of Support from the Class.

A favorable reaction from the Class “supports judicial approval” as it is “strong evidence” of a fair deal. *Milton v. Bells Nurses Registry & Emp. Agency, Inc.*, No. 15 Civ. 50203, 2015 N.Y. Misc. LEXIS 4604, at *5 (Sup. Ct., Kings Cnty., Dec. 14, 2015). A lack of objections “may itself be taken as evidencing the fairness of the settlement.” *Weiss v. Drew Nat’l Corp.*, 465 F. Supp. 548, 551 (S.D.N.Y. 1979).

The proposed settlement procedure provides a process for addressing any objections: any Class Member who wishes to object may do so in writing, which Plaintiff’s Counsel shall promptly file with the Court, which in its discretion may schedule a hearing. Agreement §§ 1.32, 1.33, 6.1, 6.2. As notice has not yet been distributed to Class Members, this factor is neutral.

C. Factor 3: The Value of the Settlement Balanced Against the Anticipated Recovery.

The value of the settlement compared to the anticipated recovery after trial, discounted for litigation risks, weighs heavily in favor of approval. “[T]here is a range of reasonableness with respect to a settlement – a range which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.” *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 186 (W.D.N.Y. 2005) (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972)).

The \$1,300,000 settlement that Defendant has agreed to pay is substantial. Based on Plaintiffs’ Counsel’s analysis, this represents a significant recovery for the Class Members, given the uncertainties regarding the types of relief available and with litigation in general. Stewart Aff. ¶ 29. The anticipated average settlement payment is approximately \$7,153. *Id.* ¶ 30.

Although there is a possibility that Class Members could recover more money after trial (and after the resolution of any appeals), that outcome is not guaranteed; indeed, the amount could be far less. The settlement provides the significant benefit of a guaranteed and substantial payment, rather than “speculative payment of a hypothetically larger amount years down the road.” *Hosue v. Calypso St. Barth, Inc.*, No. 160400/2015, 2017 N.Y. Misc. LEXIS 3440, at *6 (Sup. Ct., N.Y. Cnty. 2017) (quoting *Gilliam v. Addicts Rehab. Ctr. Fund*, No. 05 Civ. 3452, 2008 U.S. Dist. LEXIS 23016, at *13 (S.D.N.Y. Mar. 24, 2008) (cleaned up)).

Therefore, weighing the settlement benefits against the evidence and risks of further litigation, the settlement is an excellent result for the Class.

D. Factor 4: Judgment of Experienced Plaintiffs’ Counsel Favors Approval.

Where counsel is experienced in the type of litigation at bar, courts afford class counsel’s opinion “considerable weight.” *Smith v. Vista Org.*, No. 89 Civ. 48, 1991 U.S. Dist. LEXIS

10484, at *16 (S.D.N.Y. July 29, 1991) (quoting *Fielding v. Allen*, 99 F.Supp. 137, 144 (S.D.N.Y. 1951)); see, e.g., *Gordon v. Verizon Commc 'ns, Inc.*, 148 A.D.3d 146, 157 (1st Dep't 2017) (counsel's opinion weighed in favor of approval). Here, this factor weighs in favor of approval because Plaintiffs' Counsel has drawn upon their wealth of wage and hour class action experience in reaching this settlement and advise that, in their judgment, the settlement is a fair, reasonable, and adequate compromise of the claims at issue. Stewart Aff. ¶ 31; see *infra* Argument III.B.4.

E. Factor 5: Presence of Good-Faith Bargaining.

A settlement is presumed fair if it was “reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.” *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 116 (2d Cir. 2005) (quoting Manual for Complex Litigation (Third) § 30.42 (1995)). Here, this factor weighs in favor of approval. The hard-fought and arm’s-length negotiations in this case involved the assistance of an experienced class action mediator, Michael Loeb, and extensive negotiations between experienced counsel. These negotiations have produced a result that Plaintiffs' Counsel believes to be in the best interests of the Class considering the risks of litigation. Stewart Aff. ¶ 32.

III. Certification of the Settlement Class Is Appropriate.

Plaintiffs allege that Defendant violated wage laws by uniformly classifying SDRs as exempt from federal and state overtime provisions and failing to pay SDRs overtime wages for overtime hours worked, as well as failing to provide proper wage statements, meal and rest breaks or premium payments in lieu thereof, timely wage payments, reimbursement of business expenses, and wages upon separation in California. The instant motion seeks an order pursuant to Article 9 of the CPLR certifying a Class of: all Sales Development Representatives employed in California during the period of May 1, 2021 through September 1, 2025.

As explained below, the proposed settlement Class satisfies each of the statutory requirements of CPLR § 901 and the factors set forth in CPLR § 902. *See, e.g., Pludeman v. N. Leasing Sys., Inc.*, 74 A.D.3d 420, 421-22 (1st Dep’t 2010) (analyzing CPLR §§ 901 and 902). Accordingly, Plaintiffs respectfully submit that the proposed settlement Class should be certified.

A. The Class Certification Statute Should Be Liberally Construed.

New York’s class certification statute is “liberally construed.” *Beller v. William Penn Life Ins. Co. of N.Y.*, 37 A.D.3d 747, 748 (2d Dep’t 2007). Article 9 is “broadly construed not only because of the general command for liberal construction of all CPLR sections (see CPLR 104), but also because it is apparent that the Legislature intended [A]rticle 9 to be a liberal substitute for the narrow class action legislation which preceded it.” *City of New York v. Maul*, 14 N.Y.3d 499, 509 (2010) (quoting *Friar v. Vanguard Holding Corp.*, 78 A.D.2d 83, 91 (2d Dep’t 1980)).

“[T]he class action procedure serves a salutary purpose of permitting numerous [employees] to band together to address a common wrong[.]” *Krebs v. The Canyon Club, Inc.*, 22 Misc. 3d 1125(A), *5 (Sup. Ct., Westchester Cnty. 2009). New York courts frequently find wage and hour claims appropriate for class certification. *See, e.g., Stecko v. RLI Ins. Co.*, 121 A.D.3d 542, 543 (1st Dep’t 2014) (“[A]s we have previously held, a class action is the superior vehicle for resolving wage disputes since . . . the costs of prosecuting individual actions would result in the Class Members having no realistic day in court”).

B. All Prerequisites of CPLR § 901 Are Satisfied.

CPLR § 901(a) provides that one or more members of a class may sue as representative parties on behalf of a class if:

1. the class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable [“numerosity”];
2. there are questions of law or fact common to the class which predominate over any questions affecting only individual members [“predominance”];

3. the claims or defenses of the representative parties are typical of the claims or defenses of the class [“typicality”];
4. the representative parties will fairly and adequately protect the interests of the class [“adequacy”]; and
5. a class action is superior to other available methods for the fair and efficient adjudication of the controversy [“superiority”].

As outlined below, the Class meets all Section 901(a)’s prerequisites and should therefore be certified for settlement purposes.

1. Joinder of All Members is Impracticable.

Section 901(a)(1) requires that the class be so numerous that joinder of all class members is impracticable. Here, there are approximately 32 Class Members. Stewart Aff. ¶ 33. Under these circumstances, joinder is both impracticable and undesirable, and the “numerosity” requirement has been satisfied. *See, e.g., Town of New Castle v. Yonkers Contracting Co.*, 131 F.R.D. 38, 40-41 (S.D.N.Y. 1990) (36 class members sufficient); *United States ex rel. Walker v. Mancusi*, 338 F. Supp. 311, 315-16 (W.D.N.Y. 1971), *aff’d*, 467 F.2d 51 (2d Cir. 1972) (38 class members sufficient); *Fidelis Corporation v. Litton Industries, Inc.*, 293 F. Supp. 164, 170 (S.D.N.Y. 1968) (35 potential plaintiffs sufficient).

2. Common Questions of Law and Fact Predominate.

To satisfy the predominance requirement, Plaintiffs “must show that the nature of the claims is such as to indicate a predominance of common issues of law and fact over individual questions of damages[.]” *Weinstein v. Jenny Craig Operations, Inc.*, 41 Misc. 3d 1220(A), *4 (Sup. Ct., N.Y. Cnty. 2013), *aff’d*, 138 A.D.3d 546 (1st Dep’t 2016) (citation and quotation marks omitted). This standard requires “predominance, not identity or unanimity, among class members[.]” *Krebs*, 22 Misc. 3d 1125(A), *8 (citation omitted).

“The fundamental issue . . . is whether the proposed class asserts a common legal grievance, i.e., whether common issues predominate over or outweigh the subordinate issues that pertain to individual members of the class.” *Geiger v. Am. Tobacco Co.*, 181 Misc. 2d 875, 883 (Sup. Ct., N.Y. Cnty. 1999), *aff’d*, 277 A.D.2d 420 (2d Dep’t 2000) (citation omitted); *see also Pesantez v. Boyle Envtl. Servs., Inc.*, 251 A.D.2d 11, 12 (1st Dep’t 1998). The presence of “subsidiary questions of law or fact not common to the class,” such as damages, will not defeat otherwise common claims. *Krebs*, 22 Misc. 3d 1125(A); *see also Borden v. 400 E. 55th St. Assoc., L.P.*, 24 N.Y.3d 382, 399 (2014) (“[T]he legislature enacted CPLR 901(a) with a specific allowance for class actions in cases where damages differed among the plaintiffs[.]”).

Here, the Class Members are unified by common factual allegations that stem from the same conduct: Defendant’s company-wide classification of SDRs as “exempt.” *See, e.g., Thomas v. Meyers Assoc., L.P.*, 39 Misc. 3d 1217(A) (Sup. Ct., N.Y. Cnty. 2013) (common questions predominated where “the heart of the [complaint] is the claim that [defendant] did not pay overtime and classified the brokers as exempt”). Given these common factual allegations and Defendant’s expected common exemption-based affirmative defense, the Plaintiffs submit that common questions of law and fact sufficiently predominate over any questions only affecting individual Class Members.

3. Plaintiffs’ Claims are Typical of the Claims of the Class Members.

CPLR § 901(a)(3) requires that the Plaintiffs’ claims be “typical” of the proposed class. The typicality requirement is satisfied when the named Plaintiffs’ claims “derive[] from the same practice or course of conduct that gave rise to the remaining claims of the class members and [are] based upon the same legal theory[.]” *Friar*, 78 A.D.2d at 99; *Pajaczek v. CEMA Constr.*, 18 Misc.3d 1140(A), *4 (Sup. Ct., N.Y. Cnty. 2008).

A plaintiff's claim need only be typical, not "identical" to those of the class. *Adams v. Bigsbee Enters.*, 53 Misc.3d 1210(A), *6 (Sup. Ct., Albany Cnty, 2015). In the wage-and-hour context, courts regularly find representative plaintiffs' claims typical – despite alleged difference among class members – where the plaintiffs allege misclassification. *See, e.g., Robinson v. Big City Yonkers, Inc.*, No. 600159/16, 2017 N.Y. Slip Op. 30177(U), at *10-11 (Sup. Ct., Nassau Cnty., Jan. 17, 2017).

In this case, typicality is present because the claims arise from the same conduct, based on the same legal theory, and Plaintiffs and the Class suffered from the same alleged wrong. *See, e.g., Weinstein*, 41 Misc. 3d 1220(A), *5 (finding typicality where the plaintiffs' and class members' wage claim arose out of the same course of conduct).

4. Plaintiffs Will Fairly and Adequately Protect Class Members' Interests.

CPLR § 901(a)(4) requires that a class representative is "part of the class and possess[es] the same interest and suffer[ed] the same injury as the class members[.]" *Weinstein*, 41 Misc. 3d 1220(A), *5 (internal quotation marks omitted). Adequacy further requires that "counsel for the named Plaintiffs be competent and that the interests of the named Plaintiffs and the members of the class not be adverse." *Pajaczek*, 18 Misc.3d 1140(A), *4.

Here, Plaintiffs stand to gain a pecuniary benefit through the successful prosecution of this action. Plaintiffs seek the same relief as all other Class Members – to be compensated for all unpaid wages and related damages. Plaintiffs are familiar with the lawsuit and are fully aware of their claims, as well as the claims of the Class Members they seek to represent.

Additionally, Plaintiffs are represented by counsel with extensive experience in class actions, employment law, and civil litigation. *See, e.g., Frattarola v. Prosegur Sec. USA Inc.*, No. 23 Civ. 137, 2025 U.S. Dist. LEXIS 95284, at *9 (S.D.N.Y. May 14, 2025) ("The attorneys

at Outten & Golden LLP are experienced class action and employment lawyers with good reputations among the class action and employment bars and significant experience . . . Class Counsel are nationally recognized employment class action litigators.”); *Capilupi v. People’s United Fin., Inc.*, No. 15 Civ. 5247, 2018 U.S. Dist. LEXIS 167550, at *5-6 (E.D.N.Y. Sept. 27, 2018) (“Class Counsel [O&G] are well qualified, experienced, and have aggressively litigated this action, thereby demonstrating their adequacy as counsel for the class.”); *Osman v. Grube, Inc.*, No. 16 Civ. 00802, 2018 U.S. Dist. LEXIS 78222, at *9 (N.D. Ohio May 4, 2018) (Werman Salas are “recognized lawyers in wage and hour litigation and have an excellent national reputation in representing [] employees in this type of case . . . Courts recognize [Werman Salas] as leaders in advocating the rights of such workers throughout the United States.”); *Moulouki v. Epee*, No. 14 Civ. 5532, 2017 U.S. Dist. LEXIS 99352, at *9 n.4 (N.D. Ill. June 27, 2017) (Werman Salas are “highly respected and experienced attorneys . . . in wage and hour cases.”).

5. A Class Action is Superior to Other Available Methods.

In accordance with CPLR § 901(a)(5), numerous New York state and federal courts have concluded that a class action is the superior method for resolving wage and hour claims. *See, e.g., Indergit v. Rite Aid Corp.*, 293 F.R.D. 632, 658-59 (S.D.N.Y. 2013) (certifying class of allegedly misclassified managers); *Nawrocki v. Proto Constr. & Dev. Corp.*, 82 A.D.3d 534, 536 (1st Dep’t 2011) (“a class action is the superior vehicle for resolving this wage dispute”); *Krebs*, 22 Misc. 3d 1125(A), *1-2, 25 (certifying wage and hour class).

Employing the class device here to resolve and settle this matter will achieve economies of scale for Class Members, conserve judicial resources, and preserve public confidence in the system by avoiding repetitive proceedings and preventing inconsistent adjudications.

Accordingly, a class action settlement is superior to any alternative means of obtaining relief for Class Members.

C. CPLR Factors Support Certification of a Settlement Class.

CPLR § 902 also directs the Court to consider the following factors in exercising its discretion in favor of class certification:

1. the interest of members of the class in individually controlling the prosecution or defense of separate actions;
2. the impracticability or inefficiency of prosecuting or defending separate actions;
3. the extent and nature of any litigation concerning the controversy already commenced by or against members of the class;
4. the desirability or undesirability of concentrating the litigation of the claim in the particular forum; and
5. the difficulties likely to be encountered in the management of a class action.

Several of the Section 902 factors mirror the requirements of Section 901. *See Gilman v. Merril Lynch, Pierce, Fenner & Smith*, 93 Misc.2d 941, 948 (Sup. Ct., N.Y. Cnty.1978).

To the Parties' knowledge, there is no other known litigation against Defendant to recover the wages being sought by Plaintiffs in this case. Stewart Aff. ¶ 34. Moreover, the Parties agree that this is the appropriate forum to adjudicate the settlement. *See* CPLR § 902(4). Finally, there are few difficulties in managing a class action settlement asserting claims of this type, particularly when compared to the complication of managing multiple competing individual actions. *See* CPLR § 902(5).

IV. Plaintiffs' Counsel Should Be Appointed as Class Counsel.

Plaintiffs' Counsel did substantial work identifying, investigating, prosecuting, and settling the claims, have substantial experience, and are well-qualified to represent the interests

of the Class. Stewart Aff. ¶¶ 11, 35; Ex. 2 (“Salas Aff.”) ¶ 9; *see also Krebs*, 22 Misc. 3d 1125(A), *20 (appointing class counsel on the basis of attorney’s affirmation containing a description of his experience in litigating class actions); *see also supra* Argument III.B.4. Moreover, as described above, courts have found Plaintiffs’ Counsel to be experienced and adequate class counsel in wage and hour class and collective actions.

V. The Proposed Notice Is Appropriate.

CPLR § 908 requires that notice of the settlement of a class claim “be given to members of the class in such manner as the court directs.” Here, the proposed Notice clearly describes the terms of settlement, the relief available to Class Members, and the procedures for participating, opting out of, or objecting to the settlement. Agreement at Exhibits A-1 (Class Notice); A-3 (Notice Email). The Notice also describes the fees and costs that Plaintiffs’ Counsel will seek and the proposed Service Awards to the named Plaintiffs, and provides contact information for Plaintiffs’ Counsel. *Id.* The proposed methods for distribution of Notice – via e-mail and regular mail and skip tracing for undeliverable Notices – are thorough and reasonable, and meet the requirements of CPLR § 904.

VI. The FLSA Settlement Should Be Approved.

FLSA claims are brought as a “collective action,” in which employees must affirmatively “opt in” to the litigation, unlike the opt-out procedure set forth in CPLR § 901. *See, e.g., Sukhnandan v. Royal Health Care of Long Island LLC*, No. 12 Civ. 4216, 2014 U.S. Dist. LEXIS 105596, at *22-23 (S.D.N.Y. July 31, 2014). “[T]o warrant certification as a collective action under § 216(b) of the FLSA, the plaintiff must make at least a modest factual showing sufficient to demonstrate that [they] and potential plaintiffs together were victims of a common policy or plan that violated the law.” *Long v. HSBC USA Inc.*, No. 14 Civ. 6233, 2015 U.S. Dist. LEXIS

122655, at *29-30 (S.D.N.Y. Sept. 11, 2015). Thus, the standard for “certification as an FLSA collective is less stringent than the standard for certification of a class action[.]” *Id.* As such, for the reasons set forth, *supra* Argument III, Plaintiffs request approval of the FLSA portion of the settlement.

VII. The Requested Service Awards Should Be Approved.

In addition to their *pro rata* share of the Net Fund, Plaintiffs each request a \$7,500 Service Award for their participation and assistance in the identification, investigation, and prosecution of this lawsuit. Stewart Aff. ¶ 36; Agreement §§ 1.54, 7.4. Such service awards are standard in class action and FLSA settlements and compensate “plaintiffs for the effort and inconvenience of consulting with counsel” for the duration of the case and otherwise participating in the case and achieving a class-wide benefit. *Cox v. Microsoft Corp.*, 907 N.Y.S.2d 436, 436 (Sup. Ct., N.Y. Cnty. 2007). Service awards “are particularly appropriate in the employment context.” *Frank*, 228 F.R.D. at 187. Lead plaintiffs in employment actions assume the “risk of adverse actions by the employer or co-workers.” *Velez v. Majik Cleaning Serv.*, No. 03 Civ. 8698, 2007 U.S. Dist. LEXIS 46223, at *23 (S.D.N.Y. June 22, 2007).

Here, Plaintiffs’ actions exemplify the very reasons courts award service payments. Plaintiffs assisted counsel in the development and prosecution of the claims by providing detailed factual information and documents. Stewart Aff. ¶ 37. Throughout the investigation, mediation, and settlement negotiations, they regularly made themselves available to communicate with counsel. *Id.* ¶ 38.

The \$7,500 Service Awards requested for each Plaintiff are well within the range awarded by courts in similar matters and should be approved as part of the settlement. *See, e.g.* *Ramlochan v. Westchester Shores Event Holdings, Inc.*, No. 53509/2018, 2021 N.Y. Misc. LEXIS

301, at *3 (Sup. Ct., Westchester Cnty. Jan. 25, 2021) (approving settlement including service award of \$15,000); *Lopez v. Dinex Group, LLC*, No. 155706/2014, 2015 N.Y. Misc. LEXIS 3657, at *6-7 (Sup. Ct., N.Y. Cnty. Oct. 6, 2015) (approving service awards ranging from \$10,000 to \$50,000).

VIII. Plaintiffs' Counsel's Fees and Expenses are Appropriate and Should Be Approved.

A. Plaintiffs' Counsel's Requested Fee Is Reasonable.

The fee Plaintiffs' Counsel seeks – one-third of the settlement fund – is the standard award in wage and hour class settlements. *Hastings v. Regeis Care Ctr., LLC*, No. 23900/2016E, 2018 N.Y. Misc. LEXIS 11289, at *11 (Sup. Ct., Bronx Cnty., Oct. 23, 2018); (“[C]ourts routinely grant requests of one-third of settlement funds for attorney’s fees in wage and hour class actions such as this.”); *see also Rodriguez v. Joseph Eletto Transfer, Inc.*, No. 5431/16, 2016 N.Y. Slip Op. 32592(U), at *34, *4 (Sup. Ct., Nassau Cnty., Jan. 17, 2017); *Milton*, 2015 N.Y. Misc. LEXIS 4604, at *13-14; *Fernandez v. Hospitality*, No. 152208/2014, 2015 N.Y. Misc. LEXIS 2193, at *11 (Sup. Ct., NY Cnty., June 20, 2015).

The requested fees are also consistent with Plaintiffs’ retainer agreements, which provides for counsel to receive one-third of any recovery. *Stewart Aff.* ¶ 39; *Salas Aff.* ¶ 16. “[Retainer] agreements are strong evidence of what members of the class have found to be a reasonable fee.” *Friedman v. Northville Indus. Corp.*, 1991 N.Y. Misc. LEXIS 837, at *12 (Sup. Ct., Suffolk Cnty., Dec. 4, 1991).

The risk of litigation is “perhaps the foremost factor to be considered in determining the award of appropriate attorneys’ fees.” *Taft v. Ackermans*, No. 02 Civ. 7951, 2007 U.S. Dist. LEXIS 9144, at *30 (S.D.N.Y. Jan. 31, 2007) (internal quotation marks omitted). Courts will grant a “substantial fee award” to “recognize the outsize risks that [class counsel] took in investing in [an] uncertain lawsuit.” *Hart v. RCI Hosp. Holdings, Inc.*, No. 09 Civ. 3043, 2015

U.S. Dist. LEXIS 126934, at *42 (S.D.N.Y. Sept. 22, 2015); *see also In re Glob. Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 467 (S.D.N.Y. 2004) (“[t]he contingent nature of . . . Lead Counsel’s representation is a key factor in determining a reasonable award of attorneys’ fees”).

Here, Plaintiffs’ Counsel undertook this action without any assurance of payment for their services, pursuing the case on a wholly contingent basis in the face of the risk that Plaintiffs’ claims would not be successful. *Stewart Aff.* ¶ 40. Any lawyer undertaking representation of affected individuals in class actions inevitably must be prepared to make a tremendous investment of time, energy, and resources. *Id.* ¶ 41. Due also to the contingent nature of the customary fee arrangement, lawyers are asked to be prepared to make this investment with the very real possibility of an unsuccessful outcome and no fee of any kind. *Id.* ¶ 42. Plaintiffs’ Counsel stood to gain nothing in the event the case was unsuccessful. *Id.* ¶ 43. Recognizing the “significant risks” undertaken by attorneys who work on contingency, the New York State Court of Appeals has upheld contingency fees of one-third or higher, where such fee arrangements are embodied in executed retainer agreements, as here. *See In re Lawrence*, 24 N.Y.3d 320, 339, 341 (2014) (upholding 40% contingency and stating that, “[a]s a general rule, we enforce clear and complete documents, like the revised retainer agreement, according to their terms.”).

The significant recovery for the Class, in the face of these risks, also supports the requested fee. The average individual pre-tax recovery (after deductions for attorneys’ fees, costs, service awards, and settlement administration) is approximately \$7,153, and the Gross Settlement Amount represents approximately 65% percent of unpaid wages if Class Members worked 10 overtime hours in each week they worked a full-time work week, which is a substantial recovery. *Stewart Aff.* ¶¶ 30, 44; *see Picerni v. Bilingual Seit & Preschool, Inc.*, 925 F. Supp. 2d 368, 377 (E.D.N.Y. 2013) (noting that wage-and-hour plaintiffs often “settle for

between \$500 and \$2,000 in unpaid wages”), *cited with approval by Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015).

Additionally, this case presents complex issues of law, fact, and class-action procedure, and Plaintiffs’ Counsel spent substantial time investigating, prosecuting, and settling this case. As a result, the magnitude, complexity, and numerous legal and factual issues involved in the resolution of the Class claims favor awarding the requested fees. *See Frank*, 228 F.R.D. at 189 (mixed questions of fact and law supported court’s award of attorneys’ fees representing approximately 40% of the common fund); *see also In re Prudential Sec. Inc. Ltd. P’ships Litig.*, 985 F. Supp. 410, 415 (S.D.N.Y. 1997) (considering the complexity of the case in determining the responsibility counsel undertook).

In addition to the factors enumerated above, public policy considerations also weigh in favor of granting Plaintiffs’ Counsel’s requested fees. *See Arnutovskaya v. Alteration Grp. Of NY, LLC*, No. 161194/2017, 2020 N.Y. Misc. LEXIS 2933, *19 (Sup. Ct., N.Y. Cnty. June 23, 2020) (“Public policy favors a common fund attorneys’ fee award in wage-and-hour class actions.”). Adequate compensation for attorneys who protect those rights by taking on such litigation furthers the remedial purpose of such statutes.

B. Plaintiffs’ Counsel Is Entitled to Reimbursement of Expenses.

Plaintiffs’ Counsel request reimbursement of their reasonable out-of-pocket expenses, to be paid from the settlement. *See Stewart Aff.* ¶ 45. Attorneys may recover their litigation costs where such costs were incidental and necessary to the litigation. *See Cohan v. Columbia Sussex Mgmt., LLC*, No. 12 Civ. 3203, 2018 U.S. Dist. LEXIS 170192, at *17-18 (E.D.N.Y. Sept. 28, 2018) (approving \$19,336.01 in costs). “[Recoverable] costs routinely include filing fees, process servers, postage, travel, and photocopying.” *Capone v. Patchogue-Medford Union Free Sch. Dist.*, No. 04 Civ. 2947, 2011 U.S. Dist. LEXIS 18194, at *14 (E.D.N.Y. Feb. 23, 2011).

Here, Plaintiffs' Counsel have expended \$7,904.98 to date, which includes filing fees, Plaintiffs' share of the mediator's fees, and electronic research, and Plaintiffs' Counsel may make additional expenditures to obtain approval of the settlement. Stewart Aff. ¶¶ 46, 47; Salas Aff. ¶ 17. These costs are appropriate for reimbursement.

CONCLUSION

Plaintiffs respectfully request that the Court approve the settlement, certify the settlement Class and Collective, appoint Plaintiffs' Counsel as Class Counsel, appoint Apex as Settlement Administrator, approve the proposed Notice, approve Plaintiffs' Service Awards, approve Plaintiffs' Counsel's Attorneys' Fees and Costs, and enter the Proposed Order.

Respectfully submitted,

Dated: April 1, 2026

By: /s/ Melissa L. Stewart

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**CERTIFICATE OF COMPLIANCE WITH SECTION 202 8-B OF THE NEW YORK
CODES, RULES AND REGULATIONS**

In accordance with Section 202 8-B Of The New York Codes, Rules And Regulations, I hereby certify that Plaintiffs' Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Approval of Settlement, Attorneys' Fees and Costs, and Service Awards contains 6,999 words, including footnotes, as established by Microsoft Word, the software used to prepare the Motion. The word count does not include the brief's cover page, table of contents, table of authorities, and signature block, which are exempted by the applicable Rules.

Date: April 1, 2026

/s/ Melissa L. Stewart

Melissa L. Stewart

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

GABRIEL TOPPING, MADISON DE LA
CRUZ, WILLIAM HUBERT, PARKER
KENDLE, CHRISTOPHER LIEU, DEAVIN
RENCHE, DANIEL ROVICK, ETHAN
ROVICK, AND MACLAINE SCHER, on behalf
of themselves and all others similarly situated,

Index No.: 606167/2026

Plaintiffs,

v.

DRATA INC.,

Defendant.

**AFFIRMATION OF MELISSA L. STEWART IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND SERVICES AWARDS**

I, Melissa L. Stewart, an attorney duly admitted to practice before the Courts of the State of New York, hereby affirm as follows:

1. I am a partner at the firm of Outten & Golden LLP ("O&G") in New York, New York, and a member of its Class Action Practice Group. O&G is a 50+ attorney firm based in New York City, with additional offices in San Francisco and Washington, D.C., that focuses on representing plaintiffs in a wide variety of employment matters, including individual and class action litigation involving wage and hour, discrimination, and harassment claims, as well as contract and severance negotiations.

2. I am one of the lead attorneys responsible for prosecuting Plaintiffs' claims.

3. I make this declaration in support of Plaintiffs' Motion for Approval of Settlement, Attorneys' Fees and Costs, and Service Awards. I have personal knowledge of the matters set forth herein and would so testify if called as a witness at trial.

Background and Experience

4. I received a Juris Doctor degree, *magna cum laude*, from Fordham University School of Law in 2009. I received my B.A., *magna cum laude*, in Comparative Literature and Hispanic Studies from the University of Pennsylvania.

5. I was admitted to the New York State Bar in 2010 and the Bar of the District of Columbia in 2013. I am also admitted to the bars of the U.S. District Courts for the Eastern and Southern Districts of New York and the District of Colorado and the U.S. Courts of Appeals for the Second and Ninth Circuits. I am a member in good standing of each of these bars.

6. From September 2009 to September 2010, I clerked for the Honorable Dickinson R. Debevoise of the U.S. District Court for the District of New Jersey. From September 2010 to September 2011, I clerked for the Honorable James Orenstein of the U.S. District Court for the Eastern District of New York.

7. From October 2011 to October 2013, I was associated with Woodley & McGillivray in Washington, D.C., where I litigated class wage and hour cases and represented labor unions in a range of labor-management relations matters.

8. Since joining O&G in November 2013, I have been engaged primarily in prosecuting wage and hour class and collective actions and class action discrimination cases.

9. I am a member of the American Bar Association Section on Labor and Employment Law's Federal Labor Standards Legislation Committee, the Federal Bar Council,

New York City Bar Association, the National Employment Lawyers Association (“NELA”), and a former member of the board of NELA’s New York Chapter.

10. Amy Maurer is an Associate at O&G in New York and a member of the firm’s Class Action Practice Group. Prior to joining the firm in May 2021, Ms. Maurer was a fellow at the National Center for Law and Economic Justice. Ms. Maurer received her J.D. from Harvard Law School in 2019. She received her B.A. from Washington University in St. Louis in 2012.

11. O&G is nationally recognized for their expertise in litigating complex class and collective actions, including wage and hour cases like this one. *See, e.g., Burr v. Loadsmart, Inc.*, No. 23 Civ. 3708, 2026 U.S. Dist. LEXIS 66648, *4 (N.D. Ill. Mar. 25, 2026) (“Plaintiffs’ counsel are nationally recognized for their expertise in litigating complex class and collective actions, including wage and hour cases like this one”); *Filho v. Otg Mgmt., LLC*, No. 19 Civ. 8287, 2024 U.S. Dist. LEXIS 6473, at *8 (S.D.N.Y. Jan. 9, 2024) (“Class Counsel are nationally recognized employment class action litigators.”); *Capilupi v. People’s United Fin., Inc.*, No. 15 Civ. 5247, 2018 U.S. Dist. LEXIS 167550, at *5-6 (E.D.N.Y. Sept. 27, 2018) (“Class Counsel [O&G and SLG] are well qualified, experienced, and have aggressively litigated this action, thereby demonstrating their adequacy as counsel for the class.”); *Blum v Merrill Lynch & Co.*, No. 15 Civ. 1636, 2016 U.S. Dist. LEXIS 197385, at *6 (S.D.N.Y. May 4, 2016) (“The attorneys who prosecuted this case, at Outten & Golden LLP . . . are experienced class action employment lawyers with good reputations among the employment law bar.”); *Long v. HSBC USA Inc.*, No. 14 Civ. 6233, 2015 U.S. Dist. LEXIS 122655, at *23 (S.D.N.Y. Sept. 11, 2015) (O&G attorneys “have appeared in many major FLSA and state labor law cases”); *Puglisi v. TD Bank, N.A.*, No. 13 Civ. 637, 2015 U.S. Dist. LEXIS 15966, at *9 (E.D.N.Y. Feb. 9, 2015) (noting that “O&G has substantial experience prosecuting and settling nationwide wage and hour

class and collective actions”); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 473 (S.D.N.Y. 2013) (O&G has “substantial experience prosecuting and settling employment class actions, including wage and hour class actions[,] and are well-versed in wage and hour law and class action law.”); *Damassia v. Duane Reade, Inc.*, 250 F.R.D. 152, 165 (S.D.N.Y. 2008) (granting class certification and appointing O&G as class counsel); *Torres v. Gristede’s Operating Corp.*, No. 04 Civ. 3316, 2006 U.S. Dist. LEXIS 74039 (S.D.N.Y. Sept. 29, 2006) (same).

Factual and Procedural Background

Investigation

12. Before initiating this action, Plaintiffs’ Counsel conducted a thorough investigation which included factual and legal research regarding the underlying merits of Plaintiffs’ claims, possible defenses, the proper measure of damages, and the likelihood of class and collective certification.

13. Plaintiffs’ Counsel also conducted in-depth interviews with Plaintiffs and many other similarly situated SDRs.

14. These interviews helped Plaintiffs’ Counsel determine the hours that SDRs worked, the nature of their duties, and Defendant’s policies as they relate to the SDRs.

15. Plaintiffs’ Counsel also reviewed employment documents, including payroll information and onboarding materials.

Settlement Discussions

16. On June 11, 2024, Plaintiffs’ Counsel sent a letter to Defendant outlining the claims and inviting Defendant to engage in pre-litigation settlement discussions on behalf of the group of similarly situated employees.

17. After Defendant reviewed the letter, the Parties agreed to engage in a dialogue regarding the possibility of a resolution of the alleged claims and entered into an agreement that tolled the statutes of limitations applicable to SDRs' wage claims as of June 11, 2024.

18. The Parties agreed to attend a full-day mediation before Michael Loeb, an experienced mediator.

19. In advance of the mediation, Defendant produced payroll data and other discovery, including personnel files.

20. Plaintiffs' Counsel evaluated the claims and Defendant's defenses based on the discovery produced by Defendant, as well as Plaintiffs' own investigation.

21. Plaintiffs also used the discovery to calculate damages.

22. Prior to the mediation, Plaintiffs produced a detailed mediation statement to Mr. Loeb, and the Parties exchanged mediation briefs.

23. The Parties participated in a full-day mediation session with Mr. Loeb on May 6, 2025.

24. The Parties reached agreement on the material terms of the settlement during the mediation and executed a Settlement Term Sheet on May 9, 2025.

25. Over the following months, the Parties continued to negotiate the terms of the finalized Agreement, which was fully executed on February 18, 2025. *Id*

26. At all times, settlement negotiations were conducted on an arm's-length basis.

Settlement Administrator

27. The Parties have selected Apex Class Action to serve as Settlement Administrator following a competitive bidding process.

28. Apex's fees and costs in this matter shall not exceed \$4,490.61 and shall be paid from the Gross Settlement Amount.

The Class Settlement Should Be Approved Because It Is Fair and Reasonable.

Factor 3: The Value of the Settlement Balanced Against the Anticipated Recovery.

29. The \$1,300,000 settlement that Defendant has agreed to pay is substantial. Based on Plaintiffs' Counsel's analysis, this represents a significant recovery for the Class Members, given the uncertainties regarding the types of relief available and with litigation in general.

30. The anticipated average settlement payment is approximately \$7,153.

Factor 4: Judgment of Experienced Plaintiffs' Counsel Favors Approval.

31. Plaintiffs' Counsel has drawn upon their wealth of wage and hour class action experience in reaching this settlement and advise that, in their judgment, the settlement is a fair, reasonable, and adequate compromise of the claims at issue.

Factor 5: Presence of Good-Faith Bargaining.

32. The negotiations have produced a result that Plaintiffs' Counsel believes to be in the best interests of the Class considering the risks of litigation.

Certification of the Settlement Class Is Appropriate.

Joinder of All Members is Impracticable.

33. There are approximately 32 Class Members.

CPLR Factors Support Certification of a Settlement Class.

34. To the Parties' knowledge, there is no other known litigation against Defendant to recover the wages being sought by Plaintiffs in this case.

Plaintiffs' Counsel Should Be Appointed as Class Counsel.

35. Plaintiffs' Counsel did substantial work identifying, investigating, prosecuting, and settling the claims, have substantial experience, and are well-qualified to represent the interests of the Class.

The Requested Service Awards Should Be Approved.

36. In addition to their pro rata share of the Net Fund, Plaintiffs each request a \$7,500 Service Award for their participation and assistance in the identification, investigation, and prosecution of this lawsuit.

37. Plaintiffs assisted counsel in the development and prosecution of the claims by providing detailed factual information and documents.

38. Throughout the investigation, mediation, and settlement negotiations, they regularly made themselves available to communicate with counsel.

Plaintiffs' Counsel's Fees and Expenses are Appropriate and Should Be Approved.***Plaintiffs' Counsel's Requested Fee Is Reasonable.***

39. The requested fees are consistent with Plaintiffs' retainer agreements, which provides for counsel to receive one-third of any recovery.

40. Here, Plaintiffs' Counsel undertook this action without any assurance of payment for their services, pursuing the case on a wholly contingent basis in the face of the risk that Plaintiffs' claims would not be successful.

41. Any lawyer undertaking representation of affected individuals in class actions inevitably must be prepared to make a tremendous investment of time, energy, and resources

42. Due also to the contingent nature of the customary fee arrangement, lawyers are asked to be prepared to make this investment with the very real possibility of an unsuccessful

outcome and no fee of any kind.

43. Plaintiffs' Counsel stood to gain nothing in the event the case was unsuccessful.

44. The Gross Settlement Amount represents approximately 65% percent of unpaid wages if Class Members worked 10 overtime hours in each week they worked a full-time work week, which is a substantial recovery.

Plaintiffs' Counsel Is Entitled to Reimbursement of Expenses.

45. Plaintiffs' Counsel request reimbursement of their reasonable out-of-pocket expenses, to be paid from the settlement.

46. Plaintiffs' Counsel have expended \$7,904.98 to date, which includes filing fees, Plaintiffs' share of the mediator's fees, and electronic research, and Plaintiffs' Counsel may make additional expenditures to obtain approval of the settlement. *See* Ex. 2 (Declaration of Maureen A. Salas.) ¶ 17.

47. Below is a true and correct summary of the costs incurred by O&G in this litigation through March 31, 2026.

Category	Costs
Court Fees	\$239.77
Mediation Fees	\$2,750.00
Research	\$656.21
Mail and Printing	\$12.70
Grand Total	\$3,658.68

48. Plaintiffs' counsel will incur additional costs to obtain approval of the settlement.

Exhibits

49. Attached as **Exhibit 1** is a true and correct copy of the Settlement Agreement and Release

50. Attached as **Exhibit 2** is a true and correct copy of the Declaration of Maureen A. Salas.

A handwritten signature in black ink, appearing to read 'mz' followed by a stylized flourish.

Melissa L. Stewart

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Madison De La Cruz, William Hubert, Parker Kendle, Christopher Lieu, DeAvin Rencher, Daniel Rovick, Ethan Rovick, Maclaine Scher, and Gabriel Topping (“Plaintiffs”) and Drata Inc. (“Drata” or “Defendant”) (collectively with Plaintiffs, the “Parties”) hereby enter into this Settlement Agreement and Release (“Agreement”) to resolve the wage and hour claims of Plaintiffs and Class and Collective members (as defined below).

RECITALS

WHEREAS, on June 11, 2024, Plaintiffs, through counsel, sent Defendant a letter in which they asserted that Defendant misclassified Sales Development Representatives (as defined herein) as overtime exempt, thereby denying them proper overtime pay in violation of the Fair Labor Standards Act (“FLSA”) and analogous California state laws, and invited Defendant to engage in settlement negotiations;

WHEREAS, on or around June 11, 2024, the Parties agreed to engage in dialogue regarding the possibility of a resolution of the threatened claims and agreed to toll the limitations period on those claims;

WHEREAS, following the exchange of data and documents, the Parties participated in a full-day mediation session on May 6, 2025, with the assistance of experienced wage and hour class and collective action mediator Michael Loeb, accepted a mediator’s proposal, and after additional discussions memorialized the settlement in a term sheet executed on May 9, 2025 (the “Term Sheet”);

WHEREAS, the purpose of this Agreement is to settle fully and finally the claims raised by Plaintiffs on behalf of themselves and other relevant Sales Development Representatives;

WHEREAS, Defendant contends it has always acted properly and lawfully and denies any wrongdoing, including any of the wrongful acts or violations of law or duty alleged in the Complaint (as defined below) or the Litigation (as defined below); Defendant also denies that Plaintiffs or any other Sales Development Representatives are entitled to any form of wages, damages, penalties, interests, attorneys’ fees, costs, or any relief whatsoever, at law or at equity. Defendant is prepared to vigorously litigate this matter and is entering into this Agreement solely to avoid the substantial expense and burdens of litigation and business interruptions that it creates, and as such Defendant has concluded that it is efficient to fully and finally settle the Litigation in the manner and upon the terms and conditions set forth in this Agreement and Released Parties (as defined below) deny all liability to Plaintiffs and any other Sales Development Representatives;

WHEREAS, Plaintiffs’ Counsel analyzed and evaluated the merits of Plaintiffs’ and other Sales Development Representatives’ claims; obtained and reviewed documents relating to Plaintiffs’ personnel file and Defendant’s policies; analyzed payroll data; and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the claims, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that in the event of a recovery, it would not occur for

several years, Plaintiffs' Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of Plaintiffs and Sales Development Representatives;

NOW, THEREFORE, in consideration of the mutual covenants and promises that are 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 of the claims on the following terms and conditions:

1. DEFINITIONS

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

- 1.1. **Agreement or Settlement** means this Settlement Agreement and Release and the Exhibits hereto, which the Parties agree and understand set forth all terms and conditions of the Settlement between them, and which is subject to Court approval.
- 1.2. **Approval Date** means the date on which the Court enters the Approval Order.
- 1.3. **Approval Motion** means the motion filed with the Court seeking the Approval Order.
- 1.4. **Approval Order** means an order to be approved and entered by the Court, which approves the terms of this Agreement and Settlement.
- 1.5. **Attorneys' Fees and Costs** means such funds as may be awarded by the Court to Plaintiffs' Counsel to compensate them for their attorneys' fees and reimbursement for out-of-pocket costs.
- 1.6. **Bar Date** means the date that is sixty (60) Days from the date of the initial mailing of Notice, except for Class Members to whom Notice is re-mailed, for whom the Bar Date shall be the later of the sixty (60) Days from the initial mailing or thirty (30) Days from the date of re-mailing, whichever is later, provided that no re-mailings will be completed after the 60th day after the initial mailing. The Bar Date is the deadline for Class Members' Objections or Opt-Out Statements, if any.
- 1.7. **Check Cashing Period** means the one-hundred fifty (150) Day period beginning the day the Settlement Administrator sends the Individual Settlement Checks to Participating Class Members, Putative Collective Members, and PAGA Members.
- 1.8. **Class List** means a list of Class Members, Putative Collective Members, and PAGA Members, including their names, Employee ID number, last known addresses, last known personal mobile telephone numbers, last known personal email addresses, dates worked as an SDR, total compensation earned as an SDR during the Relevant Time Period, and state(s) of employment during the Relevant Time Period. Defendant also will provide the Settlement Administrator with each Class Member, Putative Collective Member, and

PAGA Member's social security number, pursuant to a confidentiality and nondisclosure agreement with the Settlement Administrator.

- 1.9. **Class Members** means all Sales Development Representatives employed by Drata in California during the Class Period.
- 1.10. **Class Period** means May 1, 2021 through September 1, 2025.
- 1.11. **Complaint** means the Complaint to be filed by Plaintiffs in the Court pursuant to Section 2.1 of this Agreement.
- 1.12. **Court** means New York State Supreme Court, Nassau County.
- 1.13. **Days** means calendar days.
- 1.14. **Defendant** or **Drata** means Drata Inc.
- 1.15. **Defendant's Counsel** means Cooley LLP.
- 1.16. **Electronic Payment** means the payment issued to each individual who elects on the online portal maintained by the Settlement Administrator to receive payment of their Individual Settlement Amount and/or Individual PAGA Settlement Amount through electronic means and electronically agrees to the release of claims language set forth in Section 8. Participating Class Members and Putative Collective Members will have until the Final Effective Date to elect to receive Electronic Payment.
- 1.17. **Eligible Workweek** means each calendar week worked by a Sales Development Representative during the relevant FLSA Collective Period, Class Period, and/or PAGA Period.
- 1.18. **Eligible PAGA Pay Period** means each pay period worked by a PAGA Member in the job title of Sales Development Representative during the PAGA Period.
- 1.19. **Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation in this Settlement.
- 1.20. **Fairness Hearing** means the hearing scheduled at the Court's discretion after the Bar Date.
- 1.21. **Final Effective Date** means: (i) if there no Objectors, thirty (30) Days plus two (2) business days following the Notice of Entry of Judgment, which Plaintiffs will enter thirty (30) Days after the expiration of the Bar Date; (ii) if there are Objectors, and/or the Court schedules a Fairness Hearing, thirty (30) Days following the Court's final approval of this Agreement

following the Fairness Hearing; (iii) if there are Objectors, and the Court does not schedule a Fairness Hearing, thirty (30) Days following the Court's final approval of this Agreement without a Fairness Hearing; or (iv) if an appeal of the Approval Order is timely filed, the latest of the following, if applicable, becomes the Final Effective Date: (1) the date any appeal from the Approval Order has been finally dismissed and all other appellate review has been exhausted; (2) the date the Approval Order has been affirmed on appeal in a form substantially identical to the form of the Approval Order entered by the Court and all other appellate review has been exhausted; (3) the time to petition for review with respect to any appellate decision affirming the Approval Order has expired; or (4) if a petition for review of an appellate decision is filed, the date the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Approval Order in a form substantially identical to the form of the Approval Order entered by the Court.

- 1.22. **FLSA Collective Period** means June 11, 2021 through September 1, 2025.
- 1.23. **Funding Date** means seven (7) business days after the Final Effective Date.
- 1.24. **Individual PAGA Settlement Amount** means each PAGA Member's share of the PAGA Payment calculated in accordance with this Agreement.
- 1.25. **Individual Settlement Amount** means each Participating Class Member's and each Putative Collective Member's share of the Net Fund calculated in accordance with this Agreement.
- 1.26. **Individual Settlement Check** means the check issued to each Participating Class Member and Putative Collective Member for their Individual Settlement Amount and to PAGA Members for their Individual PAGA Settlement Amount (other than those who elect Electronic Payment prior the Final Effective Date). For PAGA Members who are also Participating Class Members, the Individual Settlement Amount and the Individual PAGA Settlement Amount may be combined in one check.
- 1.27. **Gross Settlement Amount** means a common fund in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00), subject to Section 7.1.b, which includes any and all Court-approved Attorneys' Fees and Costs; Court-approved Service Awards; the PAGA Fund (consisting of the LWDA Payment and the PAGA Payment); settlement administration costs; and all payments to Participating Class Members and Participating Collective Members. In no event will Defendant be required to pay more than the Gross Settlement Amount, subject to Section 7.1.b, except that Defendant will separately pay any applicable Employer Payroll Taxes.
- 1.28. **Litigation** means the Court proceedings that flow from the filing of the Complaint.
- 1.29. **LWDA Payment** means sixty-five percent (65%) of the PAGA Fund, or Fourteen

Thousand Six Hundred and Ninety Dollars (\$14,690), which shall be paid to the California Labor and Workforce Development Agency (the "LWDA").

- 1.30. **Net Fund** means the remainder of the Gross Settlement Amount after deductions/payments for: (1) any Court-approved Attorneys' Fees and Costs; (2) any Court-approved Service Awards; (3) the PAGA Fund; and (4) settlement administration costs.
- 1.31. **Notice** means the Court-approved Notice of Proposed Class Action Settlement (for Class Members) and Notice of Proposed Collective Action Settlement (for Putative Collective Members), as authorized in the Approval Order, in a form substantially similar to **Exhibits A-1 and A-2**.
- 1.32. **Objection** means a written statement that an individual Class Member may submit to object to the Settlement.
- 1.33. **Objector** means a Class Member who properly files an Objection to the Settlement.
- 1.34. **Opt-Out Statement** means a written, signed statement that an individual Class Member submits to opt out and be excluded from this Settlement.
- 1.35. **PAGA Check Enclosure Letter** means the letter informing PAGA Members of the PAGA claims, to be as authorized in the Approval Order, in a form substantially similar to **Exhibit C**.
- 1.36. **PAGA Fund** means Twenty-Two Thousand Six Hundred Dollars (\$22,600) of the Gross Settlement Amount that is attributed to settle fully and finally the PAGA claims of PAGA Members.
- 1.37. **PAGA Members** means all Sales Development Representatives employed by Drata in California during the PAGA Period.
- 1.38. **PAGA Payment** means thirty-five percent (35%) of the PAGA Fund, or Seven Thousand Nine Hundred and Ten Dollars (\$7,910.00), which shall be distributed to PAGA Members.
- 1.39. **PAGA Period** means June 11, 2023 through September 1, 2025.
- 1.40. **Participating Class Members** means all Class Members who do not timely submit Opt-Out Statements.
- 1.41. **Participating Collective Members** means each Putative Collective Member who opts-in to the settlement by either (a) electing to receive an Electronic Payment prior to the Final Effective Date or (b) endorsing and cashing an Individual Settlement Check within the Check Cashing Period.

- 1.42. **Parties** means Plaintiffs and Defendant.
- 1.43. **Plaintiffs** means Madison De La Cruz, William Hubert, Parker Kendle, Christopher Lieu, DeAvin Rencher, Daniel Rovick, Ethan Rovick, Maclaine Scher, and Gabriel Topping.
- 1.44. **Plaintiffs' Counsel** or **Class Counsel** means Outten & Golden LLP and Werman Salas P.C.
- 1.45. **Putative Collective Members** or **the Collective** means all Sales Development Representatives employed by Drata in the United States, except in California, during the FLSA Collective Period.
- 1.46. **Qualified Settlement Fund** or **QSF** means the account established by the Settlement Administrator for the Gross Settlement Amount to be paid by Defendant.
- 1.47. **Released Class Claims** means all California claims pled in the operative Complaint or that could have been pled based on the facts alleged in the Complaint and that accrued during Class Members' employment as an exempt-classified Sales Development Representative at Drata during the Class Period including, without limitation, claims for unpaid overtime wages, failure to provide required meal and rest breaks or premium payments in lieu thereof, failure to pay wages timely during employment and upon separation, failure to provide legally compliant wage statements or maintain accurate wage records, failure to pay all wages owed, failure to reimburse necessary business expenses, and all related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.
- 1.48. **Released Collective Claims** means the claims pled in the operative Complaint or that could have been pled based on the facts alleged in the Complaint and that accrued during Participating Collective Members' employment as an exempt-classified Sales Development Representative at Drata during the FLSA Collective Period, including, without limitation, federal and state claims for unpaid overtime wages, misclassification, and all related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.
- 1.49. **Released PAGA Claims** means the California Private Attorneys General Act ("PAGA") claims for penalties pled in the operative Complaint and the PAGA notice letter to the LWDA submitted by Maclaine Scher and Christopher Lieu (the "PAGA Notice Letter"), or that could have been pled based on the facts alleged in the operative Complaint and PAGA Notice Letter (including, but not limited to, any and all claims under California Labor Code Sections 201, 202, 203, 204, 208, 210, 223, 226, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and 2802), and that accrued during employment as an exempt-classified Sales Development Representative during the PAGA Period.

- 1.50. Released Parties** means Drata and all of its affiliates, parents, subsidiaries, predecessors, successors, and all other related entities, including but not limited to all and each of their incumbent and former officers, directors, owners, members, managers, shareholders, investors, insurers, reinsurers, administrators, beneficiaries, trustees, employee benefit plans, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities.
- 1.51. Relevant Time Period** means the Class Period for Class Members, the FLSA Collective Period for Putative Collective Members, and the PAGA Period for PAGA Members.
- 1.52. Reminder** means the Court-approved reminder to be sent by the Settlement Administrator to Class Members and Putative Collective Members by U.S. Mail, email, and text message, reminding them to cash their Individual Settlement Checks in forms substantial similar to those under **Exhibit B**.
- 1.53. Sales Development Representatives or SDRs** means all exempt-classified individuals employed by Drata in the United States in the job title Sales Development Representative, including: Sales Development Representative, Sales Development Representative 1, Sales Development Representative 2, Sales Development Representative – Commercial, Sales Development Representative – Commercial 1, Sales Development Representative – Commercial 2, Sales Development Representative – Commercial 3, Sales Development Representative – Commercial Market 2, Sales Development Representative – Emerging 1, Sales Development Representative – Emerging 2, Sales Development Representative – Emerging Market 1, Sales Development Representative – Emerging Market 2, Sales Development Representative – Emerging Market 3, Sales Development Representative – Enterprise, Sales Development Representative – Enterprise 1, Sales Development Representative – Enterprise 2, Sales Development Representative – Inbound 1, Sales Development Representative – Inbound 2, Sales Development Representative – Mid-Market 2, Senior Sales Development Representative, Senior Sales Development Representative – Commercial, Senior Sales Development Representative – Emerging, Senior Sales Development Representative – Enterprise, Senior Sales Development Representative – Inbound, Senior Sales Development Representative – Mid-Market, Sales Development Lead, SDR Team Lead, and Team Lead Sales Development – Inbound during the Relevant Time Period.
- 1.54. Service Award** means any Court-approved award of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to be paid to each Plaintiff in recognition for their services as Named Plaintiffs (in total, \$67,500) and in exchange for Plaintiffs providing Defendant with the General Release memorialized in Section 8.4 of this Agreement.
- 1.55. Settlement Administrator** means the qualified administrator selected pursuant to Section 3.1 to disseminate the Notice, administer the calculation, allocation, and distribution of the

QSF, and perform the administrative duties set forth in this Agreement.

1.56. Settlement Class Members means the Class Members, Putative Collective Members, and PAGA Members.

1.57. Work Dates means each Sales Development Representative's first and last date of employment as an SDR during the Relevant Time Period based on Defendant's records.

2. INITIATION OF ACTION AND MOTION FOR SETTLEMENT APPROVAL

2.1. Filing of Complaint. Within fourteen (14) Days after the execution of the Term Sheet, Plaintiffs' Counsel shall send to Defendant's Counsel a draft proposed complaint. Defendant's Counsel will have seven (7) business days from receipt of the draft proposed complaint to provide comments. After receiving and considering in good faith revisions or comments from Defendant's Counsel, Plaintiff's Counsel will file the Complaint in the Court within twenty-eight (28) business days after the execution of this Agreement. Defendant agrees to accept service of the Complaint via email. The Parties mutually consent to jurisdiction for settlement purposes only in the Court.

2.2. Application for Settlement Approval. Within fourteen (14) Days after the execution of this Agreement, Plaintiffs' Counsel shall send to Defendant's Counsel a draft of Plaintiffs' Approval Motion (and supporting documents) to be filed with the Court. Defendant's Counsel shall respond with any edits within fourteen (14) Days. Plaintiffs' Counsel shall consider Defendant's revisions and comments in good faith and file the Approval Motion within seven (7) business days after the Complaint is filed. The Approval Motion shall include: (1) the proposed Notice attached hereto; (2) a proposed Reminder attached hereto; (3) a proposed Approval Order; (4) an executed version of this Agreement; and (5) the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying the Class and Collective under CPLR 901 and 902 and 29 U.S.C. § 216(b) for settlement purposes only and approving the Agreement. Among other things, the Approval Motion will ask the Court to: (i) certify the action as a class action for settlement purposes only; (ii) enter the Approval Order approving the Settlement as fair, adequate, and reasonable; (iii) approve the proposed Notice to be sent to Putative Class Members; (iv) incorporate the terms of this Settlement; (v) enter an Order dismissing the case with prejudice as of the Final Effective Date; and (vi) retain jurisdiction to enforce the Agreement. Plaintiff's Counsel will file the Approval Motion as "unopposed," and Defendant agrees not to oppose such motion. Defendant may file a statement of non-opposition on the docket should the Parties believe such a filing necessary to secure settlement approval.

2.3. Fairness Hearing. Plaintiffs' Counsel will file any Objections with the Court. It is in the Court's discretion whether to schedule a Fairness Hearing and allow the Objector or Objector's counsel to appear and/or speak at the hearing.

3. SETTLEMENT ADMINISTRATION AND NOTICE TO CLASS AND PUTATIVE COLLECTIVE MEMBERS

3.1. The Settlement Administrator will be selected by Plaintiffs' Counsel, subject to Defendant's approval.

3.2. Duties of the Settlement Administrator. The Settlement Administrator will be responsible for: establishing a QSF account; preparing, printing, and disseminating the Notice via First Class U.S. Mail and email to Class Members and Putative Collective Members; making commercially reasonable searches for new address with no forwarding address, including by tracing any Notices returned undeliverable by mail or email up to two times to obtain a new mailing address or email address and resending the Notices, and sending Notice via First Class U.S. Mail or email to any Class or Putative Collective Member who contacts the Settlement Administrator or Plaintiffs' Counsel and requests a Notice between the initial mailing of the Notice and the Bar Date; maintaining an email address which Class and Putative Collective Members can use to make inquiries and provide address updates; preparing, monitoring, and maintaining an online portal where Class and Putative Collective Members can elect to receive an Electronic Payment; promptly furnishing to Plaintiffs' Counsel and Defendant's Counsel copies of any Class Members' Objections that the Settlement Administrator receives; receiving and tracking Class Members' Objections, and other correspondence; determining the number of Eligible Workweeks attributable to each Settlement Class Member in consultation with Plaintiffs' Counsel and Defendant's Counsel; determining the Individual Settlement Amount allocated to each Settlement Class Member; determining the Individual PAGA Settlement Amount allocated to each PAGA Member, in accordance with this Agreement, along with the amount of all payroll taxes to be paid and deductions to be withheld, including Defendant's funding obligations for Employer Payroll Taxes; issuing Electronic Payments to those who timely elect Electronic Payment and preparing and mailing Individual Settlement Checks to those who do not timely elect Electronic Payment; preparing and sending Reminders to Class Members, Putative Collective Members, and PAGA Members who have not yet cashed their Individual Settlement Checks, reminding them to cash their checks via First Class U.S. Mail, email, and text message; providing a report of uncashed checks to the Parties 120 Days into the Check Cashing Period; making commercially reasonable searches for new address with no forwarding address, including by tracing any Individual Settlement Checks returned undeliverable up to two times to obtain a new mailing address and resending the checks; distributing any approved Service Awards and Attorneys' Fees and Costs; calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; determining the tax characterization of the Service Award; informing Plaintiffs' Counsel and Defendant's Counsel if any Settlement Class Members dispute their Work Dates and, if appropriate, asking for more information/records; referring to Plaintiffs' Counsel all inquiries by Settlement Class Members regarding matters not within the Settlement Administrator's duties specified herein; retaining and providing copies of Individual Settlement Checks endorsed by Participating Class Members, Participating Collective Members, and PAGA Members to Plaintiffs' Counsel and Defendant's Counsel; timely responding to communications from Plaintiffs' Counsel and Defendant's Counsel;

maintaining adequate records of its activities, including the dates of the mailing(s) of Notice, returned mail and other communications and attempted written or electronic communications with Settlement Class Members; protecting the personal data of Settlement Class Members, including Social Security numbers, from any unauthorized disclosure; indemnifying the Parties for any penalty or interest arising out of an incorrect calculation or late deposit of the same; preparing a final accounting of settlement funds remaining in the QSF after the expiration of the Check Cashing Period, and distributing the remaining funds in accordance with this Agreement; preparing and providing a compliance affidavit; and such other tasks as set forth herein, or as the Parties mutually agree, or as otherwise determined by the Settlement Administrator as necessary in effectuating its notice duties.

- 3.3. Settlement Administrator Indemnity.** The Settlement Administrator shall indemnify the Parties, Plaintiffs' Counsel, and Defendant's Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters.
- 3.4. Access to the Settlement Administrator.** The Parties will have equal access to communicating with the Settlement Administrator. The Settlement Administrator will provide regular reports to counsel for the Parties regarding the status of the mailing of the Notice, Individual Settlement Checks, and Reminders.
- 3.5. Cooperation with the Settlement Administrator.** Defendant agrees to cooperate with and to provide accurate information to the extent reasonably available to the Settlement Administrator. In consultation with Defendant's Counsel and Plaintiffs' Counsel and based on Defendant's business records, the Settlement Administrator will calculate the Individual Settlement Amounts and Individual PAGA Settlement Amounts to be distributed pursuant to this Agreement and locate Settlement Class Members.

4. NOTICE

- 4.1. Class List.** Within seven (7) business days after entry of the Approval Order, Defendant's Counsel shall provide the Settlement Administrator and Plaintiffs' Counsel with the Class List. Defendant also will provide the Settlement Administrator with each Putative Collective Member and Class Member's social security number, pursuant to a confidentiality and nondisclosure agreement with the Settlement Administrator.
- 4.2. Notice Content.** The Notices, in forms substantially similar to those under **Exhibit A**, will include a description of the claims and this Agreement, the Settlement Class Members' Work Dates, information about how to dispute Work Dates, the estimated amount of each Settlement Class Member's Individual Settlement Check, and the opportunity (and consequences) of objecting or opting out (for Class Members) or participating by endorsing and cashing an Individual Settlement Check or electing to receive an Electronic Payment (for Participating Class Members and Putative Collective Members).
- 4.3. Notice Distribution.** Within twenty-one (21) Days after receipt of the Class List, the Settlement Administrator shall send to all Settlement Class Members the Court-approved

Notice via First class U.S. Mail and e-mail.

- 4.4. Skip Trace and Remailing.** The Settlement Administrator shall use all reasonable means to confirm Settlement Class Members' addresses and obtain new addresses, as necessary. In the event that a Notice or Individual Settlement Check is returned as undeliverable, the Settlement Administrator shall attempt to obtain a correct address, including by tracing any Notices returned undeliverable by mail or email up to two times to obtain a new mailing address, email address, or phone number and resending the Notices by First Class U.S. Mail and/or email, provided that no remailing takes place after the 60th day after the initial mailing is sent out. The Settlement Administrator shall also mail or email a Notice to any Settlement Class Member who contacts the Settlement Administrator or Plaintiffs' Counsel during the period between the initial mailing of the Notice and the Bar Date and requests a Notice.
- 4.5. No Solicitation.** The Parties, Plaintiffs' Counsel, and Defendant's Counsel agree that at no time shall any of the Parties, Plaintiffs' Counsel, or Defendant's Counsel seek to solicit, persuade, or otherwise encourage Class Members to submit an Objection or Opt-Out Statement. Likewise, the Parties, Plaintiffs' Counsel, and Defendant's Counsel agree that at no time shall any of the Parties, Plaintiffs' Counsel, or Defendant's Counsel seek to solicit, persuade, or otherwise encourage any Sales Development Representative to not cash their check or participate in the Settlement.
- 5. CLASS MEMBER OPT-OUTS.**
- 5.1.** Class Members shall have until the Bar Date to opt-out.
- 5.2. Opt-Out Statement.** Class Members who choose to opt-out of the Settlement must mail a written, signed Opt-Out Statement to the Settlement Administrator that states that they are opting out of the settlement, and includes their name, address, telephone number, and a statement indicating their intention to opt-out, such as: "I opt out of the Drata wage and hour Sales Development Representative settlement." To be effective, the Opt-Out Statement must be post-marked or otherwise received by the Bar Date.
- 5.3.** The Settlement Administrator will stamp the received date on the original of each Opt-Out Statement that it receives and shall provide copies of each Opt-Out Statement to Plaintiffs' Counsel and Defendant's Counsel no later than three (3) Days after receipt. The Settlement Administrator shall provide anonymized information regarding the Opt-Out Statements to its compliance affidavit. The Settlement Administrator will retain the stamped originals of all Opt-Out Statements and the 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. The Settlement Administrator in consultation with Plaintiffs' Counsel and Defendant's Counsel will evaluate the sufficiency of an Opt-Out Statement.
- 6. OBJECTIONS TO SETTLEMENT**

- 6.1. Class Members shall have until the Bar Date to object.
- 6.2. Class Members who wish to object to the Settlement must mail a written, signed Objection. To be considered, such Objection must be mailed to the Settlement Administrator and post-marked or otherwise received by the Bar Date. The Objection must include all reasons for objecting to the Settlement or the Agreement, and any supporting documentation. The Objection must also include the name, address, and telephone number for the Objector. The Settlement Administrator will stamp the date received on the original and send copies of each Objection and any supporting documentation, as well as a copy of the Notice mailed to the Objector, to Plaintiffs' Counsel and Defendant's Counsel by email no later than three (3) Days after receipt of the Objection. An Objector may withdraw their Objection at any time. Plaintiffs' Counsel shall promptly file the date-stamped Objections, including any requests for a hearing, with the Court. It is in the Court's discretion whether to schedule a hearing and allow the Objector or Objector's counsel to appear and/or speak at the hearing. If the Court schedules such a hearing, Plaintiffs' Counsel shall notify the Objector via First Class U.S. Mail of the date, time, and location of the hearing. The Parties may file with the Court written responses to any filed Objections no later than three (3) Days before the hearing. Any reasons for the Objections not included in the written Objection shall not be considered by the Court. Any Putative Class Member who has elected to opt-out of the Settlement may not submit an Objection to the Settlement.

7. SETTLEMENT TERMS

7.1. Settlement Amount

- a. **Gross Settlement Amount.** Defendant agrees to pay the Gross Settlement Amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00), subject to Section 7.1.b. The Gross Settlement Amount will be used to pay all amounts contemplated or required by this Agreement, including any and all Attorneys' Fees and Costs; Service Awards; the PAGA Fund (consisting of the LWDA Payment and the PAGA Payment); settlement administration costs; and all payments to Participating Class Members and Participating Collective Members.
- b. **Escalator.** Should the total number of Eligible Workweeks increase by more than five percent (5%) above the estimated number of 4,781, then the Gross Settlement Amount will increase by the same number of percentage points above five percent (5%) by which the actual number of Eligible Workweeks exceeds 4,781. For example, if the actual number of Eligible Workweeks is determined to be seven (7%) higher than 4,781, then the Gross Settlement Amount will increase by two percent (2%). Within one week of receipt of the Class List, the Settlement Administrator will calculate Eligible Workweeks and inform the Parties if the Escalator is triggered.
- c. **Employer Payroll Taxes.** The Gross Settlement Amount does not include Employer Payroll Taxes, which Defendant shall fund separately and in addition to the Gross Settlement Amount.

- d. **Funding Date.** Defendant shall pay the Gross Settlement Amount and the Employer Payroll Taxes into the QSF established by the Settlement Administrator on or before the Funding Date. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. § 1.468B-1, 26 CFR § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. Among other duties of the Settlement Administrator provided by this Settlement, the Settlement Administrator will open and administer a settlement account in such a manner as to qualify, and maintain the qualification of, the account as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. § 1.468B-1 and satisfy all federal, state, and local income and other tax reporting, return, and filing requirements with respect to the QSF. The Parties and the Settlement Administrator will treat the account as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 CFR § 1.468B-1(j)(2)(i), and such election statement will be attached to the appropriate returns as required by 26 CFR § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

7.2. Unclaimed Funds.

- a. **Class Members and PAGA Members.** Any Individual Settlement Check not cashed shall revert to the California unclaimed property fund under the name of the Class Member or PAGA Member.
- b. **Putative Collective Members.** Any Individual Settlement Check amount for Putative Collective Members not cashed shall be returned to and paid back to Defendant.

7.3. Attorneys’ Fees and Costs.

- a. Through the Approval Motion, the Parties agree that Plaintiffs’ Counsel may petition the Court for an award of attorneys’ fees of up to one-third of the Gross Settlement Amount, plus reimbursement of their reasonable out-of-pocket costs, to be paid from the QSF.
- b. The substance of Plaintiffs’ Counsel’s application for Attorneys’ Fees and Costs is to be considered separately from the Court’s consideration of the fairness, reasonableness, adequacy, and good faith of the Agreement. The outcome of any proceeding related to Plaintiffs’ Counsel’s application for fees and expenses shall not terminate this Agreement or otherwise affect the Court’s ruling on the Approval Motion.
- c. If the Court awards less than the requested amount and Plaintiffs’ Counsel does not appeal that award, or if Plaintiffs’ Counsel appeals the award and the result of that appeal is an award of less than the amount requested, only the awarded amount

shall be paid to Plaintiffs' Counsel. Any amount not approved by the Court will become part of the Net Fund to be distributed to Putative Collective Members and Participating Class Members.

7.4. Service Awards.

- a.** In consideration of the services rendered to the Settlement, Plaintiffs will apply to the Court to receive up to Seven Thousand Five Hundred Dollars (\$7,500.00) each as Service Awards from the Gross Settlement Amount (total \$67,500.00).
- 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 Agreement. 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 Approval Motion, Approval Order, or the fairness or reasonableness of this Agreement. Defendant will not oppose Plaintiffs' application for Service Awards. Any amount not approved by the Court will become part of the Net Fund to be distributed to Putative Collective Members and Participating Class Members.
- c.** A general release as set forth in Section 8.4 will be executed by Plaintiffs in consideration for receiving and accepting the Service Awards.

7.5. Defendant's Data Supplementation.

- a.** Within seven (7) Days after entry of the Approval Order, Defendant will supplement its production of Settlement Class Members' payroll data for work weeks during the Relevant Time Period where payroll data has not previously been produced. The supplemental payroll data will be produced in the same or substantially similar format as Defendant's prior production.
- b.** Plaintiffs' Counsel, Defendant's Counsel, and the Settlement Administrator will review Settlement Class Members' payroll data and will calculate the number of Eligible Workweeks and PAGA Periods and communicate these numbers to the Settlement Administrator. If there is a discrepancy between Plaintiffs' Counsel's or Defendant's Counsel's calculation of Eligible Workweeks and PAGA Periods and the Settlement Administrator's calculation, the Parties will confer with the Settlement Administrator to determine the cause of the discrepancy. In the event that the discrepancy is not resolved, the Settlement Administrator's calculation will be the controlling calculation so long as it is consistent with this Agreement.

7.6. Settlement Class Members' Payments.

- a.** To calculate each Settlement Class Member's proportionate share:
 - 1.** For each Settlement Class Member, sum together all compensation (inclusive of salary, bonus, commission) earned in an SDR role in all

Eligible Workweeks in the Relevant Time Period (“Total Compensation”).

2. For Putative Collective Members, multiply their Total Compensation by 1; and for each Class Member, multiply their Total Compensation by 1.3 to get each Settlement Class Member’s “Individual Number.”
3. Sum together all Individual Numbers to get the “Denominator.”
4. For each Settlement Class Member, divide their respective Individual Number by the Denominator to obtain their “Portion of the Net Fund.”
5. Multiply each Settlement Class Member’s Portion of the Net Fund by the Net Fund to determine each Settlement Class Member’s Settlement Amount.
6. For each Settlement Class Member, their Individual Settlement Amount will be the amount of their Electronic Payment (if timely elected) or Individual Settlement Check, and PAGA Members will be entitled to their Individual PAGA Settlement Amount.

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

- a. PAGA Members will receive one (1) point for each Eligible PAGA Pay Period;
- b. To calculate each PAGA Member’s proportionate share of the PAGA Payment:
 1. Add all points for all PAGA Members together to obtain the “Denominator”;
 2. Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member’s “Portion of the PAGA Payment”;
 3. Multiply each PAGA Member’s Portion of the PAGA Payment by the PAGA Fund to determine each PAGA Member’s Individual PAGA Settlement Amount;
 4. Each PAGA Member will receive their Individual PAGA Settlement Amount.

7.8. Workweek Disputes and Self Identifying Individuals. The calculation of Eligible Workweeks shall be determined by the Settlement Administrator in consultation with Defendant’s Counsel and Plaintiffs’ Counsel based on Defendant’s business records in accordance with this Agreement. The Notice shall advise Settlement Class Members of their Work Dates. If a Settlement Class Member disputes Defendant’s records and/or the calculation of their Individual Settlement Amount, they must provide written

documentation supporting the contention to the Settlement Administrator. Defendant's records are presumed to be correct unless the Settlement Class Member proves otherwise with documentary evidence. The Settlement Administrator will evaluate the information that the Settlement Class Member provides and will make the final decision as to any dispute.

7.9. Issuance of Settlement Checks. Participating Class Members, Putative Collective Members, and PAGA Members are not required to submit a claim or consent form prior to the Settlement Administrator mailing their Individual Settlement Checks to them.

7.10. Timing of Payments. Fourteen (14) Days after the Funding Date, the Settlement Administrator will: issue Electronic Payments to Participating Class Members, Putative Collective Members, and PAGA Members who timely elect to receive an Electronic Payment and mail Individual Settlement Checks to the remaining Participating Class Members, Putative Collective Members, and PAGA Members; wire Court-approved Attorneys' Fees and Costs to Plaintiffs' Counsel; and mail the Service Awards to Plaintiffs and the LWDA Payment to the LWDA.

7.11. Check Cashing Period.

a. Participating Class Members, Putative Collective Members, and PAGA Members who do not timely elect the Electronic Payment option and who are therefore sent Individual Settlement Checks will have the Check Cashing Period to cash, deposit, or otherwise negotiate their checks. To the extent any mailed check is returned as undeliverable, the Settlement Administrator shall attempt re-mailings to Participating Class Members, Putative Collective Members and PAGA Members for whom it obtains a more recent address, provided that no remailing takes place after the end of the Check Cashing Period.

b. Reminders. The Parties agree they will use robust efforts to ensure that Individual Settlement Checks are received by Participating Class Members, Putative Collective Members, and PAGA Members including the Settlement Administrator's use of mail, email, text message, and other efforts deemed prudent by the Settlement Administrator, for robust contact attempts and multiple reminders to timely cash checks prior to the 150-day deadline as set forth in this Agreement. The Settlement Administrator will send reminders forty-five (45) Days, ninety (90) Days, and one-hundred and twenty (120) Days after the issuance of checks via First Class U.S. Mail, e-mail, and text message to Participating Class Members, Putative Collective Members, and PAGA Members who have not yet cashed their Individual Settlement Checks, reminding them to cash their checks.

7.12. Tax Characterization.

a. For Participating Class Members, the Settlement Administrator shall allocate thirty-three percent (33%) of the payment as W-2 wage payments and sixty-seven percent (67%) of the payment as 1099 non-wage compensation as liquidated damages,

statutory penalties, and interest.

- b. For Participating Collective Members, the Settlement Administrator shall allocate fifty percent (50%) of the payment as W-2 wage payments and fifty percent (50%) of the payment as 1099 non-wage compensation as liquidated damages.
- c. For PAGA Members, the Settlement Administrator shall allocate one hundred percent (100%) of the amount of the PAGA Fund payment paid to each PAGA Member as 1099 non-wage compensation as statutory penalties.
- d. 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. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, issuing the Individual Settlement Checks and Service Awards, and issuing IRS Forms W-2 and Form 1099. Payments of Attorneys' Fees and Costs shall be made without withholding and shall be reported to the IRS and to Plaintiffs' Counsel on an IRS Form 1099. Payment of Service Awards will be reported as deemed appropriate by the Settlement Administrator.
- e. The employee portion of all applicable income taxes for the wage payments and any tax responsibility for the non-wage payments will be the sole responsibility of the individual Participating Class Member, Participating Collective Member, and PAGA Member.
- f. Defendant and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with its tax reporting obligations.

8. RELEASE AND DISMISSAL OF CLAIMS

- 8.1. **Collective Release.** Each Participating Class Member and Participating Collective Member who opts in to the Settlement by electing to receive an Electronic Payment or cashing or otherwise negotiating their Individual Settlement Check, as a result of electing to receive an Electronic Payment or as a result of cashing or otherwise negotiating their Individual Settlement Check, releases and discharges the Released Parties from the Released Collective Claims. Each Individual Settlement Check issued to Settlement Class Members shall contain the following endorsement and each Electronic Payment election shall contain a similar acknowledgment electronically:

RELEASE OF CLAIMS:

By [signing and/or cashing this check OR by electing electronic payment], I consent to participate in the Settlement. I waive, release, and forever discharge the Released Parties from the claims alleged in the Litigation or that could have been alleged based on the facts alleged and that arose during my employment as an exempt-classified Sales Development Representative at Drata between June 11, 2021 and September 1, 2025, including, without limitation, federal and state claims for misclassification and unpaid wages and all related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

- 8.2. Class Release.** By operation of the entry of the Approval Order, each Participating Class Member, forever and fully releases the Released Parties from the Released Class Claims.
- 8.3. PAGA Release.** By operation of the entry of the Approval Order, each PAGA Member forever and fully releases the Released Parties from the Released PAGA Claims.
- 8.4. Release by Plaintiffs.** By operation of the entry of the Approval Order, Plaintiffs, and each of Plaintiffs' successors, assigns, legatees, heirs, and personal representatives, in exchange for receiving and accepting a Service Award, additionally waives, releases, and discharges the Released Parties from all demands, claims and actions, whether known or unknown, relating to their employment or the termination of their employment with Drata, including but not limited to claims under the Americans With Disabilities Act, Fair Labor Standards Act, Equal Pay Act, Title VII of the Civil Rights Act of 1964, Civil Rights Acts of 1866, 1871 and 1991, Family and Medical Leave Act, Age Discrimination in Employment Act, and any other federal, state or local statute, regulation, and order, and in common law, through the date Plaintiffs sign this Agreement; provided, however, that Plaintiffs do not waive the right to file a charge or complaint with any administrative agency, and do not release any claim or right that cannot be released as a matter of law. In addition, Plaintiffs, and each of Plaintiffs' successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, and any other similar provision under federal or state law, which provides: **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.** Plaintiffs agree that this waiver is an essential and material term of this release and the settlement that underlies it and that without such waiver the settlement would not have been accepted. Plaintiffs do not release the Released Parties from any claims that do not arise out of their employment with Drata.

9. NULLIFICATION OR MODIFICATION OF AGREEMENT**9.1. Defendant's Right to Revoke.**

- a.** Defendant may terminate and withdraw from this Agreement at any time prior to

the Final Effective Date if: (1) the Court construes the Agreement to make Defendant pay more than the Gross Settlement Amount, subject to Section 7.1.b, plus any applicable Employer Payroll Taxes; (2) the Court makes an order that materially contradicts the terms of this Agreement including, but not limited to, certifying for settlement purposes a class, collective, or representative action that is materially different from the classes and/or collective or representative groups defined in this Agreement, or any material modification relating to the release of claims (except for an order reducing the Attorneys' Fees and Costs or the Service Award(s)); or (3) any government department raises objections to the terms in the Settlement or otherwise indicates that it intends to pursue remedies beyond those contemplated by the Settlement.

- b. If Defendant terminates and withdraws under Section 9.1.a, Defendant will pay all of the Settlement Administrator's then-current costs and fees. Defendant must provide written notice to Plaintiffs of its intent to terminate and withdraw within ten (10) Days of the event on which revocation is based, and only after meeting and conferring with Plaintiffs' Counsel in good faith to determine whether the Parties can reach a modified agreement acceptable to both Parties. Failure to provide timely notice or to meet and confer in good faith will waive the right to revoke.

9.2. Status if Settlement Not Approved. This Agreement is being entered into for Settlement purposes only. If: (a) Defendant invokes their rights pursuant to the terms under Section 9.1 of this Agreement; (b) the Court conditions its approval on any material modifications that contradict the terms of this Agreement (including, but not limited to, any material modification of the classes and/or collective or representative groups defined in this Agreement or material modifications to the claims and penalties being released) except for any reduction of the Attorneys' Fees and Costs or the Service Award(s); (c) the Court does not approve the Settlement Agreement or enter the Approval Order; or (d) the Court's approval of this Agreement does not become "final" for any reason, then Defendant's Counsel and Plaintiffs' Counsel shall meet and confer to determine whether they can reach agreement on a modified Agreement. If the Parties cannot reach an agreement, this Agreement will be deemed null and void *ab initio*. If any of these conditions are met, then: (i) the Approval Order and all of its provisions, will be vacated by its own terms, including, but not limited to, vacating certification of the classes, conditional certification of the collective, conditional appointment of Plaintiffs as class representatives, and conditional appointment of Class Counsel; and (ii) no term or draft of the Term Sheet or this Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding. If the Court does not approve this Agreement or enter the Approval Order for any reason, or if the Court's approval of this Agreement does not become "final" for any reason, the Parties will each retain all of their arguments, claims, defenses, and rights, and nothing in the Term Sheet, this Agreement or other papers or proceedings related to or contemplated by them may be used by any Party for any purpose in this Litigation. Specifically, this means that Defendant retains all rights to object to the maintenance of the Litigation as a class, collective, and/or representative action, and nothing in this Agreement or other papers or proceedings related to or contemplated by

them shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class, collective, and/or representative action.

- 9.3. Material Modifications.** Should the Parties disagree on what constitutes a material change, the previously-hired mediator, Michael Loeb, shall resolve any disputes as a neutral third-party. The costs of the mediator shall be split by the Parties.

10. PARTIES' AUTHORITY

- 10.1.** The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

11. MUTUAL COOPERATION

- 11.1.** The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

12. NO ADMISSION OF LIABILITY

- 12.1.** Defendant denies all the allegations made by Plaintiffs and deny that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted herein. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle these claims on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Defendant, nor as an admission that a class or collective should be certified for any purpose other than settlement purposes.

13. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

- 13.1. No Assignment.** 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 his claims, or any related action, and any attempt to do so shall be of no force or effect.
- 13.2. Entire Agreement.** This Agreement (including its Exhibits) constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement except that the Parties' separate August 14, 2024 tolling agreement remains in full force and effect and is not merged with this Agreement.

- 13.3. Binding Effect.** This Agreement shall be binding upon the Parties.
- 13.4. 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.
- 13.5. Good Faith Dealings.** If the Court does not approve any material condition of this Agreement, the Parties will work together in good faith to address and resolve the concerns raised by the Court in denying approval of the Settlement.
- 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. 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. Words used in this Agreement that are either singular or plural shall be construed to include the other where the context requires.
- 13.8. 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.
- 13.9. Continuing Jurisdiction.** The Parties shall request the Court to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.
- 13.10. 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, with any required Court approval. 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.
- 13.11. Confidentiality.** Plaintiffs and Class Counsel will keep the Settlement and related

documents, and their settlement negotiations (including, but not limited to, the negotiations in the course of mediation), confidential and will not disclose that information to any third party until such time as Plaintiffs file the Approval Motion. If contacted by the media before Plaintiffs file the Approval Motion, Plaintiffs and Class Counsel shall decline to respond. After Plaintiffs and Class Counsel file the Approval Motion, they will not initiate public comments regarding the Settlement to the press or media. After Plaintiffs file the Approval Motion, if Plaintiffs and/or Class Counsel are contacted by the press or media regarding the Settlement, they may advise that the Litigation has been amicably resolved and refer them to the public filings in the Litigation. Class Counsel may put publicly available information about the Settlement on their website or in any description of their experience filed with a court in other cases. Class Counsel may disclose information necessary to seeking approval of the Settlement in filings with the Court and in arguments before the Court in this case. Plaintiffs and Class Counsel agree to maintain the confidentiality of any information exchanged between the Parties, and that they will not disclose any settlement or mediation privileged communications. Nothing in this Section 13.11 restricts Plaintiffs' Counsel's communications with Plaintiffs or individuals who are or may be Class Members, Putative Collective Members, or PAGA Members, at any time.

- 13.12. Interim Stay of Proceedings.** The Parties agree to refrain from any further litigation of the Litigation, except such proceedings necessary to implement and obtain entry of the Approval Order. The Parties further agree that the mutual, voluntary cessation of litigation will terminate if the Approval Motion is denied by the Court.
- 13.13. Disposal of Class List.** Within six (6) years after the Final Effective Date, all originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any portion thereof, including any updated contact information obtained, will be returned to Defendant and/or deleted by the Settlement Administrator.
- 13.14. Waiver of Appeal.** The Parties, their respective counsel, and all Settlement Class Members who do not object to the Settlement as provided in this Settlement, agree to waive their right to appeal an order granting final approval of this Settlement or entering judgment in this Litigation, except for Plaintiffs' Counsel's right to appeal if the Court awards less than the requested amount of Attorneys' Fees pursuant to Section 7.3.c, so long as such order is consistent with the material terms of this Agreement. This waiver does not include any waiver of the right to oppose motions, writs, or appeals.
- 13.15. Change of Time Periods.** All time periods and dates described in this Settlement are subject to the Court's approval. These time periods and dates may be changed either by the Court or by the Parties' written agreement without notice to the Settlement Class Members and PAGA Members.
- 13.16. Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Agreement may be pled as a full and complete defense to any action, suit, or other proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary to any releases contained herein, including the release of the Released Class Claims, Released Collective Claims, and Released PAGA Claims.

13.17. When Agreement Becomes Effective; Counterparts. This Agreement shall become effective upon its full execution by the Parties. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.

13.18. Facsimile, Electronic, and Email Signatures. Any Party may execute this Agreement by signing, including by electronic means, and transmitting that signature page via facsimile, email, or electronic signature technology to counsel for the other party. Any signature made and transmitted by facsimile, email, or electronic signature technology 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, email, or electronic signature technology.

13.19. Signatories. This Agreement is valid and binding if signed by Defendant's authorized representatives and Plaintiffs.

WE AGREE TO THESE TERMS.

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

By: _____
Madison De La Cruz

Dated: _____, 2026

By: _____
William Hubert

Dated: _____, 2026

By: _____
Parker Kendle

Dated: _____, 2026

By: _____
Christopher Lieu,

Dated: _____, 2026

By: _____
DeAvin Rencher

Dated: _____, 2026

By: _____
Daniel Rovick

Dated: _____, 2026

By: _____
Ethan Rovick

Dated: _____, 2026

By: Jason Robman
Drata, Inc.
By its SVP, Legal _____

Dated: February 13, 2026

By: Madison De La Cruz
ID Kv4IKTA6jvv2i89mZCTpbYbb
Madison De La Cruz

Dated: 2/13/2026, 2026

By: _____
William Hubert

Dated: _____, 2026

By: _____
Parker Kendle

Dated: _____, 2026

By: _____
Christopher Lieu,

Dated: _____, 2026

By: _____
DeAvin Rencher

Dated: _____, 2026

By: _____
Daniel Rovick

Dated: _____, 2026

By: _____
Ethan Rovick

Dated: _____, 2026

By: _____
Drata, Inc.
By its _____

Dated: _____, 2026

By: _____
Madison De La Cruz

Dated: _____, 2026

By: 
ID uWNUnLmCS8SEfsp44CGzjt

William Hubert

Dated: 2/18/2026, 2026

By: _____
Parker Kendle

Dated: _____, 2026

By: _____
Christopher Lieu,

Dated: _____, 2026

By: _____
DeAvin Rencher

Dated: _____, 2026

By: _____
Daniel Rovick

Dated: _____, 2026

By: _____
Ethan Rovick

Dated: _____, 2026

By: _____
Drata, Inc.
By its _____

Dated: _____, 2026

By: _____
Madison De La Cruz

Dated: _____, 2026

By: _____
Drata, Inc.
By its _____

Dated: _____, 2026

By: _____
William Hubert

Dated: _____, 2026

By:

Parker Kendle

ID h7G5XoaWr7CPe8MHn19oLjJi

Parker Kendle

Dated: 2/13/2026, 2026

By: _____
Christopher Lieu,

Dated: _____, 2026

By: _____
DeAvin Rencher

Dated: _____, 2026

By: _____
Daniel Rovick

Dated: _____, 2026

By: _____
Ethan Rovick

Dated: _____, 2026

By: _____
Madison De La Cruz

Dated: _____, 2026

By: _____
William Hubert

Dated: _____, 2026

By: _____
Parker Kendle

Dated: _____, 2026

By: 
ID mGxXNH1LpV15J6mb7fJuoD63
Christopher Lieu,

Dated: 2/13/2026, 2026

By: _____
DeAvin Rencher

Dated: _____, 2026

By: _____
Daniel Rovick

Dated: _____, 2026

By: _____
Ethan Rovick

Dated: _____, 2026

By: _____
Drata, Inc.
By its _____

Dated: _____, 2026

By: _____
Madison De La Cruz

Dated: _____, 2026

By: _____
William Hubert

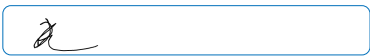
Dated: _____, 2026

By: _____
Parker Kendle

Dated: _____, 2026

By: _____
Christopher Lieu,

Dated: _____, 2026

By: 
ID MEqgeHVzJc9NKnUNT1NQNPJ3
DeAvin Rencher

Dated: 2/13/2026, 2026

By: _____
Daniel Rovick

Dated: _____, 2026

By: _____
Ethan Rovick

Dated: _____, 2026

By: _____
Drata, Inc.
By its _____

Dated: _____, 2026

By: 
ID aZgwcJXF9f2SKTSKiyXap2hb
Maclaine Scher

Dated: 2/13/2026, 2026

By: _____
Gabriel Topping

Dated: _____, 2026

By: _____
Madison De La Cruz

Dated: _____, 2026

By: _____
William Hubert

Dated: _____, 2026

By: _____
Parker Kendle

Dated: _____, 2026

By: _____
Christopher Lieu,

Dated: _____, 2026

By: _____
DeAvin Rencher

Dated: _____, 2026

By: _____
Daniel Rovick

Dated: _____, 2026

By:  _____
Ethan Rovick

Dated: 02/13/2026, 2026

By: _____
Drata, Inc.
By its _____

Dated: _____, 2026

By: _____
Madison De La Cruz

Dated: _____, 2026

By: _____
William Hubert

Dated: _____, 2026

By: _____
Parker Kendle

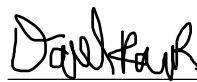
Dated: _____, 2026

By: _____
Christopher Lieu,

Dated: _____, 2026

By: _____
DeAvin Rencher

Dated: _____, 2026

By:  _____
Daniel Rovick

Dated: 02/17/2026, 2026

By: _____
Ethan Rovick

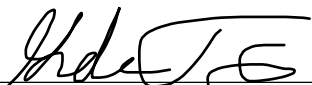
Dated: _____, 2026

By: _____
Drata, Inc.
By its _____

Dated: _____, 2026

By: _____
Maclaine Scher

Dated: _____, 2026

By: _____
Gabriel Topping

Dated: 02/13/2026, 2026

Exhibit A-1
Class Mail Notice

Notice of Class Action Settlement

TO: All individuals employed by Drata Inc. ("Drata" or the "Company") in **California** as **Sales Development Representatives** between May 1, 2021 and September 1, 2025:

A Settlement has been proposed in a class, collective, and representative action pending in the Supreme Court of the State of New York, County of Nassau titled *Topping, et al. v. Drata Inc.*, Case No. [REDACTED]. This notice summarizes the key terms of the proposed Settlement and your rights and options. If you have any questions about your legal rights, please contact the lawyers representing the class at [email] or [phone]. For other questions, please contact the Settlement Administrator at [REDACTED].

Important things to know:

- You are eligible to receive an estimated payment of \$[AMOUNT] from this Settlement, subject to applicable taxes and withholdings. If you take no action, you will be eligible for a Settlement payment, and you will be included in the Settlement.
- You may elect electronic payment or update your mailing address to ensure receipt of the settlement payment at: [online portal].
- The Court still needs to enter final approval of the Settlement. Settlement payments will be made if and after the Settlement becomes final. Please be patient.

About This Notice

What is the Lawsuit about?

Several former Drata employees, called Plaintiffs, filed an action claiming that the Company misclassified Sales Development Representatives as “exempt” from overtime laws. Plaintiffs allege that the Company failed to pay overtime wages, provide required meal and rest breaks or premium payments in lieu thereof, pay wages timely during employment and at separation, pay all wages owed, provide legally compliant wage statements, maintain accurate wage records, and reimburse necessary business expenses in accordance with California state law. Two Plaintiffs also alleged claims for penalties under the California Private Attorneys General Act of 2004 (“PAGA”).

The Court has not made any judgment or determination about Plaintiffs’ allegations. The Company denies and disputes the allegations and maintains that it complies with applicable laws in good faith. The Company also denies that Plaintiffs’ allegations are appropriate for resolution as a class or collective action or representative PAGA action, other than for Settlement purposes only.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of Plaintiffs’ claims or allegations in the Lawsuit. The Court has not decided this case in favor of either side. However, both sides have agreed to resolve the claims to avoid the risk and expense of litigation.

Why did I get this Notice?

This Notice is to tell you about the Settlement of a Lawsuit brought on behalf of all employees who work or have worked as Sales Development Representatives for Drata in California during the relevant period.

You received this Notice because Drata’s records show that you are part of the proposed Settlement class. This Notice gives you a summary of the Settlement terms and explains your rights and options.

What do I do next?

Read this Notice carefully to understand the Settlement terms and to determine if you are a class member. Then, decide if you want to:

DO NOTHING	You will receive payment in the amount of approximately \$[amount] and you will be included in the Settlement. You can receive this payment by check or request an electronic payment at [online portal].
OPT OUT	You will receive no payment in the Settlement. Opting out is the only option that allows you to bring or maintain your own lawsuit against Drata about the same allegations or claims in the Lawsuit.
OBJECT	Tell the Court if you do not like the Settlement by submitting an Objection to the Settlement Administrator. Submitting an Objection does not exclude you from the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: [date]

Your deadline to request electronic payment at [online portal]: [date]

Learning About the Settlement

What does the Settlement provide?

The Company has agreed to pay \$1,300,000 into a Settlement fund. This money will be divided among the class members and will also be used to pay costs and attorneys' fees approved by the Court, any service payments awarded to Plaintiffs who filed the Lawsuit (up to \$7,500 each), the amount allocated under PAGA to the state of California, and the cost of administration of the Settlement. Members of the Settlement class will "release" their claims as part of the Settlement, which means they cannot sue Drata for the same issues or claims raised by the Lawsuit. The full terms of the release can be found in the Settlement Agreement. You can review the complete Settlement Agreement at [insert portal].

Where can I learn more?

If you would like to review the complete Settlement Agreement, go to: [online portal]

The Settlement allows the Plaintiffs who brought this Lawsuit to request a service award of up to \$7,500 each to compensate them for their work on the case. These are called "service payments." The Court will make the final decision as to any amount to be paid to Plaintiffs as service payments.

Your estimated share of the Settlement is approximately **\$[amount]**.

How was my estimated payment calculated?

The calculation of your payment depends on the amount of money you earned as a Sales Development Representative in California from May 1, 2021 through September 1, 2025.

The Settlement Administrator used information from Drata's records to calculate your payment based on the total compensation you received during the relevant period in an eligible role:

- Drata's records show that you worked as an eligible employee during the relevant period from: **[insert start date]** to **[insert end date]**, and you were on a leave of absence from **[insert start date]** to **[insert end date]**.
- This resulted in a calculation of **[insert number]** eligible weeks for you.
- Based on the allocation formula, if the Court approves the Settlement you will receive an individual Settlement payment of approximately **\$[AMOUNT]**.

Eligible employees who worked in California received a higher amount for each week worked compared with employees who worked in other states because there are more claims alleged under California law than under federal law alone.

One third (1/3) of your individual Settlement payment is treated as wages and subject to tax withholdings and deductions (paid on IRS Form W2) and two thirds (2/3) is treated as non-wage compensation with no taxes withheld (paid on IRS Form 1099).

The Settlement Administrator and lawyers in the case cannot advise you on taxes associated with this payment. Please seek your own personal tax advice.

Do I have a lawyer in this case?

In a class action settlement, the Court approves lawyers to represent the class and its members. For this Settlement, the Court has preliminarily approved the following lawyers as class counsel:

Class Counsel:

Melissa L. Stewart
Amy L. Maurer
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017

[insert phone number]

[insert email]

Maureen Salas
Anne Kramer
WERMAN SALAS P.C.
77 W Washington St Ste 1402
Chicago, IL 60602

[insert phone number]

[insert email]

These are the lawyers who negotiated the Settlement on behalf of the class.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers?

No. These lawyers' fees and costs will be paid from the Settlement fund.

To date, class counsel has not been paid any money for their work or the expenses that they have paid for the case. To pay for their time and risk in bringing this case without any guarantee of payment, class counsel will request, as part of the final approval of this Settlement, that the Court approve a payment of up one-third of the Settlement fund, or \$433,333.33 total in lawyers' fees, plus reimbursement of out-of-pocket costs.

Lawyers' fees and costs will only be awarded if approved by the Court. You have the right to object to the lawyers' fees or costs even if you think the other Settlement terms are fair.

Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. A copy of the Settlement Agreement is available at: [\[online\]](#)

portal].

What happens next?

The Court has directed the parties to send you this Notice about the proposed Settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give approval to the Settlement before it can take effect. The Court may hold a final fairness hearing to determine whether the Settlement should be approved. Payments will be made if and after the Settlement becomes final.

Option 1: Do Nothing, Get a Payment, and Release Claims

How do I participate in the Settlement?

If you wish to participate in the Settlement and receive a payment, you do not need to take any action. If the Court grants final approval of the Settlement, you will receive a settlement payment of approximately \$[AMOUNT] by check in the mail or by electronic payment. If you wish to receive an electronic payment, you must submit your request at [online portal] by [insert date].

If your mailing address has changed, please contact the Settlement Administrator at [contact info].

When will I receive the money?

If the Settlement becomes final, payments are anticipated to be distributed approximately two months after the Settlement becomes final. Please be patient and update the Settlement Administrator if your contact information changes.

What am I giving up to obtain payment under the Settlement?

If the Court approves the proposed Settlement and you participate in the Settlement, you will be releasing claims against the Company. This generally means that you will not be able to file your own lawsuit or continue prosecuting or participating in another lawsuit regarding the claims and allegations in the Lawsuit.

Option 2: Exclude Yourself (“Opt Out”)

What if I don’t want to be part of this Settlement?

You can opt out. If you do, you will not receive any payment and you cannot object to the Settlement. You will not be affected by anything that happens in this case.

How do I opt out?

To opt out of the Settlement, you must mail an opt out statement by **[insert bar date]** to the Settlement Administrator at their address listed below under “Key Resources.”

You must include your name, address, telephone number, and a signed statement indicating your intent to opt out, such as “I opt out of the Drata settlement.”

Option 3: Object to the Settlement

What if I disagree with the Settlement?

If you disagree with any part of the Settlement, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the Settlement — it cannot change the terms of the Settlement. You may, but are not required to, hire your own lawyer to help you at your own expense.

To object, you must mail a letter to the Settlement Administrator listed below under “Key Resources” that:

1. is postmarked by **[date]**;
2. includes your full name, address and telephone number;
3. states all the reasons for your objection and any supporting documentation; and
4. includes your signature.

What is the difference between opting out and objecting to the Settlement?

Opting out is telling the Court that you do not want to be part of the Settlement class. If you opt out, you cannot object because the Settlement no longer affects you. Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement class.

Key Resources

How do I get more information?

This notice summarizes the settlement. There are more details in the case documents. To get a copy of the case documents, you can contact the Settlement Administrator or Class Counsel:

Resource	Case Information
Settlement Administrator	[Case Administrator] [Street Address] [City, State, Zip Code] [Phone Number]
Class Counsel	Melissa L. Stewart Amy L. Maurer Outten & Golden LLP 685 Third Avenue, 25th Floor New York, NY 10017 Outten & Golden LLP [insert phone number] [insert email address] Maureen Salas Anne Kramer Werman Salas P.C. 77 W Washington St Ste 1402 Chicago, IL 60602 [insert phone number]

	[insert email address]
--	-------------------------------

Exhibit A-2

Collective Mail Notice

Notice of Collective Action Settlement

TO: All individuals employed by Drata Inc. ("Drata" or the "Company") in the United States, except in California, as **Sales Development Representatives** between June 11, 2021 and September 1, 2025:

A Settlement has been proposed in a class, collective, and representative action pending in the Supreme Court of the State of New York, County of Nassau ("Court") titled *Topping, et al. v. Drata Inc.*, Case No. [REDACTED]. This notice summarizes the key terms of the proposed Settlement and your rights and options. If you have any questions about your legal rights, please contact the lawyers representing the class at [email] or [phone number]. For other questions, please contact the Settlement Administrator at [REDACTED].

Important things to know:

- You are eligible for an estimated payment of \$[AMOUNT] if the Court approves the settlement, subject to applicable taxes and withholdings. If you accept your Settlement Payment, you will be included in the Settlement.
- You may elect electronic payment or update your mailing address to ensure receipt of the settlement payment at: [online portal]
- The Court still needs to enter final approval of the Settlement. Settlement payments will be made if and after the Settlement becomes final. Please be patient.

About This Notice

What is the Lawsuit about?

Several former Drata employees, called Plaintiffs, filed an action claiming that the Company misclassified Sales Development Representatives as “exempt” from overtime laws. Plaintiffs allege that the Company failed to pay overtime wages, provide required meal and rest breaks or premium payments in lieu thereof, pay wages timely during employment and at separation, pay all wages owed, provide legally compliant wage statements, maintain accurate wage records, and reimburse necessary business expenses in accordance with California state law. Two Plaintiffs also alleged claims for penalties under the California Private Attorneys General Act of 2004 (“PAGA”).

The Court has not made any judgment or determination about Plaintiffs’ allegations. The Company denies and disputes the allegations and maintains that it complies with applicable laws in good faith. The Company also denies that Plaintiffs’ allegations are appropriate for resolution as a class or collective action or representative PAGA action, other than for Settlement purposes only.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of Plaintiffs’ claims or allegations in the Lawsuit. The Court has not decided this case in favor of either side. However, both sides have agreed to resolve the claims to avoid the risk and expense of litigation.

Why did I get this Notice?

This Notice is to tell you about the Settlement of a Lawsuit brought on behalf of all employees who work or have worked as Sales Development Representatives for Drata during the relevant period.

You received this Notice because Drata’s records show that you are part of the proposed Settlement collective. This Notice gives you a summary of the terms of the Settlement terms and explains your rights and options.

What do I do next?

Read this Notice carefully to understand the Settlement terms and to determine if you are a collective member. If the Settlement becomes final, you will receive a

settlement check in the amount of approximately **\$[amount]**. You will then have a choice to make:

ACCEPT PAYMENT	Accept the Settlement payment by electing to receive an electronic payment at [online portal] or by cashing or depositing the check. You will be included in the Settlement and release the claims in the Lawsuit.
DO NOTHING	Decline the Settlement payment and choose not to cash or deposit the check. You will not be included in the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

About the Settlement

What does the Settlement provide?

The Company has agreed to pay \$1,300,000 into a Settlement fund. This money will be divided among the collective and class members and will also be used to pay costs and attorneys' fees approved by the Court, any service payments awarded to Plaintiffs who filed the Lawsuit (up to \$7,500 each), the amount allocated under PAGA to the state of California, and the cost of Settlement administration. Members of the Settlement collective and class will "release" their claims as part of the Settlement, which means they cannot sue Drata for the same issues or claims raised by the Lawsuit. The full terms of the release can be found in the Settlement Agreement. You can review the complete Settlement Agreement at: **[online portal]**.

The Settlement allows the Plaintiffs who brought this Lawsuit to request a service award of up to \$7,500 each to compensate them for their work on the case. These are called "service payments." The Court will make the final decision as to any amount to be paid to Plaintiffs as service payments.

Your estimated share of the Settlement is approximately **\$[amount]**.

Where can I learn more?

If you would like to review the complete Settlement Agreement, go to **[online portal]**.

How was my estimated payment calculated?

The calculation of your payment depends on your total compensation as a Sales Development Representative between June 11, 2021 through September 1, 2025.

The Settlement Administrator used information from Drata's records to calculate your payment based on the total compensation you received during the relevant period in an eligible role:

- Drata's records show that you worked as an eligible employee during the relevant period from: **[insert start date]** to **[insert end date]**, and you were on a leave of absence from **[insert start date]** to **[insert end date]**.
- This resulted in a calculation of **[insert number]** eligible weeks for you.
- Based on the allocation formula, if the Court approves the Settlement you will receive an individual Settlement payment of approximately **\$[AMOUNT]**.

One half (1/2) of your individual Settlement payment is treated as wages and subject to tax withholdings and deductions (paid on IRS Form W2) and one half (1/2) is treated as non-wage compensation with no taxes withheld (paid on IRS Form 1099).

The Settlement Administrator and lawyers in the case cannot advise you on taxes associated with this payment. Please seek your own personal tax advice.

Do I have a lawyer in this case?

In a collective action settlement, the Court approves lawyers to represent the collective and its members. For this Settlement, the Court has preliminarily approved the following lawyers as collective counsel:

Melissa L. Stewart
Amy L. Maurer
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
[insert phone number]
[insert email]

Maureen Salas
Anne Kramer
WERMAN SALAS P.C.

77 W Washington St Ste 1402

Chicago, IL 60602

[insert phone number]

[insert email]

These are the lawyers who negotiated the Settlement on behalf of the collective.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers?

No. These lawyers' fees and costs will be paid from the Settlement fund.

To date, collective counsel has not been paid any money for their work or the expenses that they have paid for the case. To pay for their time and risk in bringing this case without any guarantee of payment, collective counsel will request, as part of the final approval of this Settlement, that the Court approve a payment of up one-third of the Settlement fund, or \$433,333.33 total in lawyers' fees, plus reimbursement of out-of-pocket costs.

Lawyers' fees and costs will only be awarded if approved by the Court.

Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. A copy of the Settlement Agreement is available at: [online portal]

What happens next?

The Court has directed the parties to send you this Notice about the proposed Settlement. The Court must give approval to the Settlement before it can take effect. The Court may hold a final fairness hearing to determine whether the Settlement should be approved. Payments will be made if and after the Settlement becomes final.

Option 1: Deposit or cash a settlement check, or receive electronic payment.

How do I participate in the Settlement?

If you wish to participate in the Settlement and receive a payment, you do not need to take any action. If the Settlement becomes final, you will receive a Settlement payment of approximately \$[AMOUNT] by check in the mail or you can also elect to receive an electronic payment at [online portal].

If your mailing address has changed, please contact the Settlement Administrator at [contact info].

When will I receive the money?

If the Settlement becomes final, settlement payments are anticipated to be distributed approximately two months after the Settlement becomes final. Please be patient and update the Settlement Administrator if your contact information changes.

What am I giving up to obtain payment under the Settlement?

If the Court approves the proposed Settlement and you participate in the Settlement by cashing your check or receiving electronic payment, you will be releasing claims against the Company. This generally means that you will not be able to file your own lawsuit or continue prosecuting or participating in another lawsuit regarding the claims and allegations in the Lawsuit.

Option 2: Do Nothing

What if I don't want to be part of this Settlement?

You do not have to be part of this Settlement. If the Settlement becomes final, you will receive a notice with a settlement check enclosed. If you do not want to be a part of the Settlement, do NOT deposit or cash the check, and you will not be a part of the Settlement or release anything.

Key Resources

How do I get more information?

There are more details in the case documents. To get a copy of the case documents, you can contact the Settlement Administrator or Class Counsel:

Resource	Case Information
Settlement Administrator	[Case Administrator] [Street Address] [City, State, Zip Code] [Phone Number]
Class Counsel	Melissa L. Stewart Amy L. Maurer Outten & Golden LLP 685 Third Avenue, 25th Floor New York, NY 10017 [insert phone number] [insert email address] Maureen Salas Anne Kramer Werman Salas P.C. 77 W Washington St Ste 1402 Chicago, IL 60602 [insert phone number] [insert email address]

Exhibit A-3
Notice Email

Subject: Drata – Notice of Settlement

You are receiving this email because Drata's records show that you are eligible to participate in a proposed class, collective, and representative settlement. Your estimated share of the settlement is approximately \$[amount]. You may elect electronic payment or update your mailing address to ensure receipt of the settlement payment at: [online portal]. You should have received a detailed notice by mail. If you do not have or did not receive your mailed notice, please contact the Settlement Administrator at [administrator email and phone number] to request access to an electronic copy or a remailed notice. You can contact Outten & Golden LLP ([insert phone number and email]) and Werman Salas P.C. ([insert phone number and email]), counsel for the settlement class, with questions about the settlement.

Exhibit B-1

Class Reminder Postcard

A settlement has been approved in a class, collective, and representative action lawsuit pending in the Supreme Court of the State of New York, County of Nassau titled *Topping, et al. v. Drata, Inc.*, Case No. [REDACTED]. You are a member of the settlement class and should have received an individual settlement check in the amount of \$[REDACTED]. Our records show that you have not yet cashed your check.

Key things to know:

- If you do not cash your check by [150 days from original mailing or remailing], you will still be part of the settlement and will release California claims against Drata, but you will not receive any payment.
- Please contact [settlement administration contact] if you do not have your check, or Outten & Golden LLP ([insert phone number and email]) and Werman Salas P.C. ([insert phone number and email]), counsel for the settlement class, if you have questions about the settlement.

**Reminder
regarding your
individual
settlement
payment.**

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Exhibit B-2

Collective Reminder Postcard

A Settlement has been approved in a class, collective, and representative action lawsuit pending in the Supreme Court of the State of New York, County of Nassau titled *Topping, et al. v. Drata Inc.*, Case No. [REDACTED]. You are a putative member of the Settlement collective and should have received an individual settlement check in the amount of \$[REDACTED]. Our records show that you have not cashed your check.

Key things to know:

- If you do not cash your check by [150 days from original mailing or remailing], you will not be part of this Settlement and will not receive any payment.
- Please contact [settlement administration contact] if you do not have your check, or Outten & Golden LLP ([insert phone number and email]) and Werman Salas P.C. ([insert phone number and email]), counsel for the settlement class, if you have questions about the Settlement.

**Reminder
regarding your
individual
settlement
payment.**

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Exhibit B-3

Email Reminder

Subject: Drata – Deadline to Cash Settlement Check

A Settlement has been approved in a class, collective, and representative action lawsuit pending in the Supreme Court of the State of New York, County of Nassau titled *Topping, et al. v. Drata Inc.*, Case No. [REDACTED]. You are a member of the Settlement class and should have received an individual settlement check in the amount of \$[amount]. Our records show that you have not cashed your check.

To get money from the Settlement, you must cash your check by [insert date that is 150 days after check mailing]. If you do not have or did not receive your settlement check, please contact the Settlement Administrator at [administrator email and phone number]. You can contact Outten & Golden LLP ([insert phone number and email]) and Werman Salas P.C. ([insert phone number and email]) with questions about the Settlement.

Exhibit B-4
Text Reminder

You are a member of the Settlement [Class/Collective] in the lawsuit titled *Topping, et al. v. Drata Inc.*, Case No. [] and should have received an individual settlement check in the amount of \$[amount]. Our records show that you have not cashed your check.

To get money from the Settlement, you must cash your check by [insert date that is 150 days after check mailing]. If you did not receive your settlement check, please contact the Settlement Administrator at [administrator email and phone number]. You can contact Outten & Golden LLP and Werman Salas P.C. at ([insert phone number and email]) with questions about the Settlement.

Exhibit C
PAGA Check Enclosure Letter

Dear [California PAGA Member Name]:

The enclosed check includes your share of the California Private Attorneys General Act ("PAGA") settlement payment in the amount of \$[amount], in the settlement (the "Settlement") of *Topping, et al. v. Drata Inc.* [Case Number], a class, collective, and representative action filed in the Supreme Court of the State of New York, County of Nassau (the "Lawsuit"). You are receiving this check because you are a member of this Settlement's California PAGA Member group, which is defined to include individuals employed by Drata in California as Sales Development Representatives from June 11, 2023 through September 1, 2025.

Several former Drata employees, called Plaintiffs, alleged that Drata misclassified Sales Development Representatives as exempt from overtime laws and consequently failed to pay them overtime pay. Plaintiffs also brought related claims against Drata for alleged violations of the California Labor Code, including claims for unpaid wages, missed meal and rest breaks, late payment of wages during employment and upon separation, non-compliant wage statements, unpaid expense reimbursement, recordkeeping issues, and associated penalties.

Plaintiffs Christopher Lieu and Maclaine Scher also brought a PAGA claim on behalf of the State of California that sought penalties from Drata for the overtime and other violations Plaintiffs alleged.

Drata denies and disputes the allegations and maintains that it complies with applicable laws in good faith. Drata further denies that Plaintiffs' allegations are appropriate for resolution as a class or collective action or representative PAGA action, other than for Settlement purposes only. The Court has not made any judgment or determination as to whether Plaintiffs' allegations are valid or accurate. Both sides have agreed to resolve the claims to avoid the risk and expense of litigation.

To settle the PAGA claim Drata agreed to pay up to \$22,600, which will be distributed according to PAGA's requirement that 65% be distributed to the California Labor and Workforce Development Agency and the remaining 35% be paid to members of the California PAGA Group. Your individual PAGA settlement payment is determined by your proportional share of the PAGA Fund, based on the number of weeks you worked from June 11, 2023 through September 1, 2025 as an exempt-classified Sales Development Representative. Your individual PAGA settlement amount 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 the PAGA claims for penalties pled in the operative complaint and PAGA Notice Letter, or that could have been pled based on the facts alleged in the operative complaint and PAGA Notice Letter (including, but not limited to, any and all claims under California Labor Code §§ 201, 202, 203, 204, 208, 210, 223, 226, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and 2802), and that accrued during your employment as an exempt-classified Sales Development Representative from June 11, 2023 through September 1, 2025. 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 your individual 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 your individual PAGA settlement amount will revert to the California unclaimed property fund. 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 ([insert phone number and email]) and Werman Salas P.C. ([insert phone number and email]).

Regards,

Drata Settlement Administrator

Exhibit 2

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

GABRIEL TOPPING, MADISON DE LA
CRUZ, WILLIAM HUBERT, PARKER
KENDLE, CHRISTOPHER LIEU, DEAVIN
RENCER, DANIEL ROVICK, ETHAN
ROVICK, AND MACLAINE SCHER, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

DRATA, INC.,

Defendant.

Index No.: _____

DECLARATION OF MAUREEN A. SALAS

I, Maureen A. Salas, hereby declare:

1. I submit this Declaration in support of Plaintiffs' Unopposed Motion for Approval of Settlement, Attorneys' Fees and Costs, and Services Awards.

2. I am a shareholder of Werman Salas P.C.

3. I am submitting an application to appear *pro hac vice* on behalf of the Plaintiffs in the above-captioned lawsuit and have personal knowledge of the facts set forth in this Declaration.

If called as a witness, I could and would testify to them.

My Experience

4. I graduated from DePaul University College of Law in May 2006 *summa cum laude* (top 5%) and was elected into the Order of the Coif. I was admitted to practice law in the

State of Illinois in 2006. During the entire course of my legal practice, I have practiced primarily in the area of labor and employment law. My practice has been highly concentrated in representing employees in cases arising under federal and state wage and hour laws.

5. Most of my legal work involves federal and state court litigation of wage and hour cases in which employees seek to collect unpaid compensation or other owed employment benefits.

6. I have been counsel in over five hundred (500) cases filed in state and federal courts in the last 16 years, involving the non-payment of overtime pay, minimum wages, and other owed compensation. The majority of these cases proceeded as collective actions under § 216(b) of the FLSA and/or set forth class action claims under state law.

7. I have been designated as class counsel in dozens of wage and hour class actions certified under Fed. R. Civ. P. 23 or state law.

8. I have been a speaker on wage and hour matters on a local and national basis.

9. Werman Salas P.C. has significant experience successfully prosecuting class actions similar to this matter. Attached as **Attachment 1** is a firm resume for Werman Salas P.C. The firm resume summarizes the firm's accomplishments.

The Settlement

10. I have comprehensive knowledge of the facts and legal issues relating to the respective claims and defenses and have ample evidence on which to base an informed assessment of the proposed Settlement.

11. The Settlement has the effect of providing monetary relief to Settlement Class Members without the need to submit a claim form and eliminates the inherent risks both sides would bear if this complex litigation continued to resolution on the merits.

12. Putative Collective Members who do not elect to receive an Electronic Payment and who do not negotiate their Individual Settlement Checks will not release any claims.

13. Inasmuch as Defendant denied that the Plaintiffs and Settlement Class Members were entitled to overtime at all and the Parties disputed the number of hours worked by the Plaintiffs and Settlement Class Members each week, this is an excellent result.

14. Based on my knowledge of the case and the applicable law, as well as my experience in numerous similar wage and hour collective actions, I believe that the Settlement is fair, reasonable and adequate compromise, and I believe it meets all of the criteria for approval by the Court.

Attorneys' Fees

15. Werman Salas P.C. took this case on a contingent fee basis and assumed the risk that they would receive no fee for their services.

16. Plaintiffs Christopher Lieu, DeAvin Rencher, Maclaine Scher, Madison De La Cruz, Parker Kendle, and William Hubert signed representation agreements with my firm that provide that counsel are entitled to receive attorneys' fees in the amount of one-third of the total amount of money recovered.

Litigation Costs

17. My firm seeks reimbursement of costs in the amount of \$4,246.34. Those costs were incurred as follows:

Cost	Amount
FedEx Delivery Cost of Mediation Statement	\$ 49.95
Mediation Fee	\$ 3,923.75
Certificate of Good Service	\$ 26.25
Research Costs	\$ 246.39
Total	\$ 4,246.34

18. Werman Salas's request of \$4,246.34 from the Gross Settlement Amount as payment of litigation costs and expenses is appropriate, as these costs and expenses were necessarily incurred in order to litigate and settle this case.

The Named Plaintiffs are Deserving of Service Awards

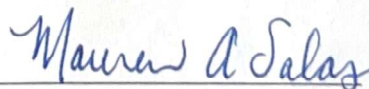
19. The Named Plaintiffs filed this case in their own names and on behalf of Settlement Class Members. In so doing, the Named Plaintiffs accepted the risk of retaliation from future potential employers who can identify them as the filer of this class action lawsuit. In pursuing their owed wages on behalf of themselves and Settlement Class Members, the Named Plaintiffs also accepted the additional time that comes along with litigating and resolving their claims as a class action.

20. The Named Plaintiffs were crucial to this lawsuit. They conferred and corresponded with Plaintiffs' Counsel on a regular basis, provided information necessary to litigate and resolve the claims, and together, their efforts strengthened the position of all Settlement Class Members and aided in achieving an excellent result.

21. I am not aware of any other potential class representative filing a similar lawsuit against Defendant.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 18, 2026


Maureen A. Salas

ATTACHMENT 1

FIRM RESUME

WERMAN SALAS P.C.

77 West Washington Street

Suite 1402

Chicago, IL 60602

www.flsalaw.com

Werman Salas P.C.
Firm Resume

Introduction:

Werman Salas P.C. is a national law firm with lawyers in Chicago, Washington, D.C., and Boston, focused on employment class and collective actions, privacy litigation, and consumer class actions. A special concentration of the firm's practice is the recovery of owed wages under the federal Fair Labor Standards Act ("FLSA") and state wage and hour laws.

Recognizing the firm's skill and experience, a federal court described Werman Salas P.C. as "national leaders in advocating the rights of working people ..." *Sanchez v. Roka Akor Chicago LLC*, 2017 WL 1425837 (N.D. Ill. Apr. 20, 2017). A federal magistrate judge described Werman Salas P.C. as "known and recognized lawyers in wage and hour litigation" with "an excellent national reputation." *Osman, et al. v. Grube, Inc.*, 2018 WL 2095172, at *4 (N.D. Ohio May 4, 2018).

Significant Class and/or Collective Actions for Unpaid Wages

Lead or Co-Lead Counsel

- *Pruess, et al. v. Presbyterian Health Plan, Inc., et al.*, Case No. 19-cv-00629-DHU-JFR (D.N.M.) (after contested motion practice, the court certified Rule 23 class of 886 care coordinators under the New Mexico Minimum Wage Law for alleged overtime violations and denied defendant's motion to decertify the FLSA collective)
- *Thomas et al. v. TEKsystems, Inc.*, Case No. 21-cv-460 (W.D. Penn) (after contested motion practice, the court certified four Rule 23 classes under Pennsylvania, Washington, New York, and Massachusetts state law and granted final FLSA collective action certification)
- *Avery v. TEKsystems, Inc.*, Case No. 22-cv-2733 (N.D. Cal.) (after contested motion practice, the court certified a Rule 23 class under California state law for the alleged misclassification of a class of recruiters.)
- *O'Brien v. Phreesia, Inc.*, Case No. 2381CV03358 (Massachusetts Superior Court) (collective action settlement of FLSA overtime claims on behalf of 505 inside sales employees)
- *Ballesteros v. Deltek, Inc.*, Case No. CL22000035-00 (Circuit Court of Richmond, Virginia) (collective action settlement of FLSA claims on behalf of inside sales employees)
- *Jones v. memoryBlue, Inc.*, Case No. 34-2022-00319308-CU-OR-GDS (Superior Court of the State of California, County of Sacramento) (certifying for settlement purposes a collective under the FLSA and a class under California law for the alleged failure to pay overtime to inside sales employees)

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- *Rezapourian, et al. v. Third Bridge (US), Inc.*, Case No. 603785/2022 (Supreme Court of the State of New York, County of Nassau) (collective action settlement of overtime claims under the FLSA and New York and California state law for alleged failure to pay overtime and violation of other state wage and hour laws)
- *Tyson v. Shake Shack Enterprises, LLC*, Case No. 514220/2022 (Supreme Court of the State of New York, Kings County) (class settlement of claims arising under New York City's Fair Workweek Law)
- *Arciaga v. Snowflake, Inc.*, Case No. 21-CIV-06144 (Superior Court of the State of California, County of San Mateo) (certifying for settlement purposes a collective under the FLSA and a class under California law for the alleged failure to pay overtime to inside sales employees)
- *Blankers v. Pushpay USA, Inc.*, Case No. 2:21-cv-01549-JHC (W.D. Wash.) (certifying for settlement purposes a collective under the FLSA and a class under Washington state law for the alleged failure to pay overtime to inside sales employees)
- *Jones v. Guidepoint Global, LLC*, Case No. 533067/2021 (Supreme Court of the State of New York, Kings County) (collective action settlement of overtime claims under the FLSA and New York law for alleged misclassification of inside sales employees and failure to pay overtime)
- *Brunty v. Optima Health Plan*, Case No. 2:19-cv-255 (E.D. Va.) (collective action settlement for care coordinator non-RNs alleging overtime misclassification claims under the FLSA)
- *Russell v. EqHealth Solutions, Inc.*, Case No. 3:19-cv-000005 (M.D. La.) (collective action settlement for care coordinators and utilization reviewers who alleged overtime misclassification claims under the FLSA)
- *Burns v. RespiteCare*, Case No. 1:17-cv-00917 (N.D. Ill.) (collective action settlement for home service aides alleging failure to pay all overtime wages in violation of the FLSA)
- *Black v. P.F. Chang's China Bistro, Inc.*, Case No. 16-cv-03958 (N.D. Ill.) (class and collective action settlement for thousands of restaurant workers)
- *Cope v. Let's Eat Out, Inc.*, Case No. 6:16-cv-03050-SRB (W.D. Mo.) (contested certification of classes of tipped employees alleging violations of the Missouri Minimum Wage Act and the Missouri common law)
- *Grosscup v. KPW Management, Inc.*, Case No. 16-cv-06501 (N.D. Ill.) (collective action settlement for tipped workers alleging violations of the tip credit provisions of the FLSA)

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- *Magpayo v. Advocate Health & Hosps. Corp.*, Case No. 16-cv-01176 (N.D. Ill.) (after contested motion practice, the court certified Rule 23 classes under the Illinois Minimum Wage Law and under the Illinois Wage Payment and Collection Act for unpaid overtime and straight time wages due for working through unpaid meal periods)
- *McLamb v. High 5 Hospitality, LLC d/b/a Buffalo Wild Wings*, Case No. 1:16-cv-00039-GMS (D. Del.) (collective action settlement for tipped workers)
- *Osman v. Grube, Inc.*, Case No. 3:16-cv-00802-JJH (N.D. Ohio) (collective action settlement reached for tipped workers in lawsuit alleging violations of the tip credit provisions of the FLSA)
- *Turner v. BFI Waste Service, LLC*, Case No. 2:16-cv-2864-DCN (D.S.C.) (following contested motion practice, the court authorized step one FLSA certification on behalf of drivers who then filed consents to join the case; the parties later resolved the action for the collective)
- *Castaldo v. Uncle Julio's Corporation*, Case No. 1:15-cv-09176 (N.D. Ill.) (collective action settlement involving tipped employees)
- *Davis v. A Sure Wing, LLC*, Case No. 3:15-cv-01384-SCW (S.D. Ill.) (certified settlement class of tipped employees of restaurant franchise alleging violations of the tip credit provisions of the Missouri Minimum Wage Law and Illinois Minimum Wage Law)
- *Knox v. The Jones Group*, Case No. 15-cv-1738 (S.D. Ind.) (following contested motion practice, the court authorized step one FLSA certification, and servers and bartenders filed consents to join the case; after extensive discovery, the parties resolved the action on a collective action basis)
- *Robbins v. Blazin Wings, Inc.*, Case No. 15-cv-6340-CJS (W.D.N.Y.) (following contested motion practice, the court authorized step one FLSA certification to a nationwide class, and over 5,000 servers and bartenders filed consents to join the case; after extensive discovery, the parties resolved the action on a collective action basis)
- *Steward v. Colonial Ice Cream, Inc. d/b/a Colonial Cafe & Ice Cream*, Case No. 1:15-cv-02284 (N.D. Ill.) (certified settlement class of tipped employees alleging violations of the tip credit provisions of the Illinois Minimum Wage Law)
- *Zamudio v. Nick & Howard LLC d/b/a The Underground, et al.*, Case No. 15-cv-3917 (N.D. Ill.) (certified settlement class of servers and bartenders in lawsuit alleging violations of the Illinois Minimum Wage Law and the Illinois Wage Payment and Collection Act for unpaid minimum and other earned wages)

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- *McDonnell v. Groupon*, Case No. 14 cv 9028 (N.D. Ill.) (certified settlement class of 2,024 inside account representatives and account executives alleging overtime misclassification violations under the Illinois Minimum Wage Law and the FLSA)
- *Wolverton v. Diversified Restaurant Holdings, Inc., et al.*, Case No. 2:14-cv-11333-VAR-DRG (E.D. Mich.) (collective action settlement involving hundreds of restaurant franchise employees)
- *Garcia v. JC Penney Corp., Inc.*, Case No. 12-cv-3687, 2016 WL 878203 (N.D. Ill. Mar. 8, 2016) (unpaid wage class action for over 36,000 employees)
- *Ortiz v. Manpower, Inc.*, Case No. 12-cv-5248 (N.D. Ill.) (unpaid wage class action for over 85,000 class members)
- *Rusin v. Chicago Tribune Company*, Case No. 12-cv-01135 (N.D. Ill.) (certified settlement class of field reporters in lawsuit alleging overtime misclassification violations under the Illinois Minimum Wage Law)
- *Snoep v. Asia on Illinois LLC*, Case No. 12-cv-2387 (N.D. Ill.) (certified settlement class of tipped employees in lawsuit alleging violations of the tip credit provisions of the Illinois Minimum Wage Law)
- *Higgins v. Verizon North LLC*, Case No. 4:11-cv-1393 (E.D. Mo.) (appointed class counsel on behalf of settlement class members in lawsuit alleging off-the-clock violations under the Missouri Minimum Wage Law, FLSA, and common law)
- *Martignago, et al. v. Merrill Lynch & Co., Inc.*, Case No. 11-cv-03923-PGG (multi-state class action certified for settlement for over 10,000 employees)
- *Peraza, et al. v. Dominick's Finer Foods, LLC*, Case No. 11-cv-8390 (N.D. Ill.) (certified settlement class of managers in lawsuit alleging overtime misclassification violations under the Illinois Minimum Wage Law and FLSA)
- *Gonzalez v. Fellowes, Inc.*, Case No. 10-cv-7682 (N.D. Ill.) (certified settlement class of day and temporary laborers who alleged they were not paid for the time they worked through their meal breaks in violation of the Illinois Wage Payment and Collection Act, Illinois Minimum Wage Law, Illinois Day and Temporary Labor Services Act, and FLSA)
- *Hopkins v. Theofanous Brothers, Inc.*, Case No. 10 CH 672 (Circuit Court of McHenry County, Chancery Division) (following contested motion practice, the court certified classes under the Illinois Minimum Wage Law for unpaid

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minimum wages and under the Illinois Wage Payment and Collection Act for unauthorized deductions)

- *O'Donnell v. AT&T Services, Inc.*, Case No. 10 CH 46886 (Circuit Court of Cook County, Chancery Division) (certified settlement class of IT analysts in lawsuit alleging overtime misclassification violations under the Illinois Minimum Wage Law)
- *Putman v. Galaxy 1 Marketing, Inc.*, Case No. 3:10-cv-72-JAJ-RAW (S.D. Iowa) (following contested motion practice, the court authorized step one FLSA certification, and thereafter satellite installers filed consents to join the case; after extensive discovery on plaintiffs' independent contractor misclassification claims, the parties resolved the action on a collective action basis)
- *Williams v. Volt*, Case No. 10-cv-3927 (N.D. Ill.) (unpaid wage class action for over 15,000 employees)
- *Barragan v. Evanger's Dog and Cat Food Co., Inc.*, Case No. 09-cv-227 (N.D. Ill.) (following contested motion practice, the court certified a Rule 23 class under the Illinois Minimum Wage Law for unpaid overtime wages)
- *Arrez v. Kelly Services, Inc.*, Case No. 07-cv-1289 (N.D. Ill.) (appointed class counsel in settlement for 95,000 class members in lawsuit alleging violations of the Illinois Wage Payment and Collection Act for unpaid vacation pay benefits and of the Illinois Day and Temporary Labor Services Act for wage payment and notice violations)
- *Jimenez v. Yamuna Enterprises, Inc.*, Case No. 07 CH 20918 (Circuit Court of Cook County, Chancery Division) (following contested motion practice, the court certified classes under the Illinois Minimum Wage Law and Illinois Wage Payment and Collection Act for owed overtime, minimum wages, and other unpaid wages)
- *Driver v. AppleIllinois, LLC*, Case No. 06-cv-6149, 265 F.R.D. 293 (N.D. Ill. 2010) & *Driver*, No. 06-cv-6149 (N.D. Ill.) (class action for 19,000 tipped restaurant employees; decertification denied)
- *Polk v. Adecco*, Case No. 06 CH 13405 (Circuit Court of Cook County) (unpaid wage class action for over 36,000 class members)
- *Shaukat, et al. v. Wireless 4 U*, Case No. 06-cv-4214 (N.D. Ill.) (following contested motion practice, the court certified Rule 23 classes under Illinois, Arizona, and Missouri state law for the non-payment of commission wages)
- *Sanchez v. Roka Akor*, Case No. 14-cv-0645 (N.D. Ill.) (contested certified class of 62 servers alleging violations of the tip-credit provisions of the Illinois

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Minimum Wage Law)

Our Attorneys:

- **Douglas M. Werman, *Partner***

Doug is the founding partner and managing shareholder of Werman Salas P.C. The focus of Doug's practice are collective and class actions arising under the Fair Labor Standards Act and state wage and hour laws. He has acted as lead or co-lead counsel in nearly a thousand individual, collective, and/or class action lawsuits across the United States.

Doug has served as counsel of record in scores of ground-breaking cases, including the successful appeal of *Ervin v. OS Restaurant Serv.*, 09-3029 (7th Cir. Jan. 18, 2011), which confirmed the ability of employees to litigate, in the same lawsuit, Fair Labor Standards Act collective action claims together with state law class action claims for owed minimum wages and overtime pay. He is on the Board of Editors of the leading treatise on the Fair Labor Standards Act, entitled, "*Kearns, The Fair Labor Standards Act*," and is a recurring speaker at Chicago and American Bar Association events, the National Employment Lawyers Association, the Illinois Institute for Continuing Education, and other legal conferences. Doug was on the working committees that helped author the Illinois Day and Temporary Labor Services Act, the 2006 amendments to the Illinois Minimum Wage Law, and the 2011 "Wage Theft" amendments to the Illinois Wage Payment and Collection Act. Recently, Doug was one of ten lawyers in the United States, working in conjunction with the Federal Judiciary Center, in drafting the Mandatory Initial Discovery Protocols to be used by the United States federal courts in Fair Labor Standards Act cases. Doug is also the proud recipient of the Thirteenth Annual Award for Excellence in Pro Bono Service awarded by the United States District Court for the Northern District of Illinois, in conjunction with the Chicago Chapter of the Federal Bar Association.

Doug graduated from Loyola University of Chicago School of Law in 1990. After his graduation, he worked at national management-side labor law firms until starting Werman Law Office P.C. in 2001, which became Werman Salas P.C. on January 1, 2014. As a defense lawyer, Doug represented a broad range of clients in many business areas including telecommunications, retail, transportation, waste management, insurance, warehousing, and construction. His work on behalf of employers included extensive experience performing human resource counseling and appearing before the National Labor Relations Board, including unfair labor practice proceedings and union representation cases.

- **Maureen A. Salas, *Partner***

Maureen is a highly knowledgeable and skilled class action litigator who is dedicated to obtaining successful results for her clients. Maureen has delivered outstanding results to her clients by winning trials, winning summary judgment motions, and by negotiating favorable settlements for her clients.

Maureen began working at Werman Salas P.C. in 2006 and became a shareholder in 2013. She primarily represents employees in class and collective action wage and hour litigation, and she has had tremendous success recovering wages for workers across the nation in a variety of industries. Maureen has recovered tens of millions of dollars for working people during her tenure with the firm. Maureen also prides herself in delivering excellent service and results to the clients she

Werman Salas P.C.
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represents in single plaintiff employment matters involving claims for discrimination, retaliatory discharge, and claims under the Family Medical Leave Act.

Maureen's commitment to her practice of representing workers extends outside the courtroom. Maureen served as a Contributing Editor for the leading treatise on the Fair Labor Standards Act, entitled, "Kearns, *The Fair Labor Standards Act*" (2010). She also serves as a Chapter Editor for the American Bar Association's Federal Labor Standards Legislation Committee's Midwinter Treatise.

Maureen has been asked to share her knowledge and experience with her peers and has served as a speaker on esteemed panels on a national and local level. She had the privilege of speaking on the topic of employee misclassification at the American Bar Association's Labor and Employment Law Conference in 2017 and at its Annual Meeting in 2012. Maureen also had the honor of speaking on multiple occasions for the National Employment Lawyers Association, an organization that advances employee rights and advocates for equality and justice in the American workplace. Maureen has spoken on a local level for the Chicago Bar Association and the Illinois Bar Association on topics related to wage and hour litigation and pregnancy discrimination.

Maureen received her Juris Doctor degree, *summa cum laude*, from DePaul University College of Law in May 2006, and she was elected into the Order of the Coif in recognition of her scholastic excellence. Maureen also earned the distinction of becoming a Quarter-Finalist in the 2006 Wagner Competition, the nation's largest student-run appellate moot court competition and the premier competition dedicated exclusively to the areas of labor and employment law. As a law student, Maureen also worked as an intern for the Equal Employment Opportunity Commission. Maureen received her Bachelor of Science degree, *magna cum laude*, in Public Administration from the University of Arizona in 2002.

- **Sarah J. Arendt, *Partner***

Sarah Arendt is a tenacious and skilled litigator. She represents employees in class, collective, and individual actions and has recovered millions of dollars for clients seeking unpaid wages and penalties in state and federal courts throughout the country.

Sarah takes on wage theft in all its forms. She has represented federal employees seeking owed overtime from the U.S. Government, inside sales representatives who were misclassified as managers by their tech firm and big-box employers, tipped workers who were not paid the minimum wages, and home health and companion care workers who worked 24-hour shifts in the homes of their employer's clients. Sarah has also recovered hundreds of thousands of dollars for employees who have been discriminated against based on age, national origin, sex, sexual orientation, and military service, and who have been the victims of sexual harassment. She has represented clients before the Equal Employment Opportunity Commission and the Illinois Department of Human Rights.

Sarah is also an ardent advocate for workers outside the office. She is a Chapter Editor for the American Bar Association's Federal Labor Standards Legislation Committee's Midwinter Treatise. She is a frequent speaker on class and collective action litigation issues at conferences hosted by the American Bar Association and the National Employment Lawyers Association. Sarah is a member of the Women Employed Advocacy Council and Quality Jobs Council, where she helped author an amendment to the Illinois Equal Pay Act preventing employers from inquiring

Werman Salas P.C.
Firm Resume

about a job applicant's salary history. And she was awarded the 2015 Volunteer of the Year Award from LAF Chicago for their Violence Against Women Act and U Visa Pro Bono Project. Sarah has been included on the Super Lawyers' Illinois Rising Stars List every year since 2019.

Sarah received her J.D. from the University of Chicago Law School, where she was a Peggy Browning fellow. During law school Sarah worked as a research assistant to Professor Tom Ginsburg and Dean Thomas J. Miles. Sarah received her Bachelor of Arts degree, *summa cum laude*, from the University of Minnesota – Twin Cities.

- **Sally Abrahamson, Partner**

Throughout her career, Sally has recovered over \$100 million dollars for workers and has litigated and settled cutting edge cases. Sally is nationally recognized as an aggressive litigator, who can also work effectively with the other side when a deal can be made.

Notably, Sally has litigated some of the biggest cases in the country against national chain restaurants and recovered tens of millions of dollars for tipped workers. She litigates a wide range of wage-and-hour cases on behalf of service employees, technicians, and sales employees (among others). Sally also litigates disparate impact discrimination cases, including *Cote v. Walmart*, which resulted in a \$7.5 million class action settlement on behalf of Walmart associates who were unable to obtain health insurance coverage for their same-sex spouses from Walmart. In 2017, Sally won Public Justice's prestigious Trial Lawyer of the Year Award as part of the litigation team in a class action against the Census Bureau. The case challenged the use of arrest and criminal history records as a screen for employment for 850,000 applicants, and in 2016, the parties reached a landmark settlement that required the Census Bureau to reform its hiring practices for the 2020 decennial census.

Prior to joining Werman Salas P.C. in 2020, Sally was a partner at Outten & Golden LLP, a plaintiff-side employment firm with a national presence. Sally also previously worked as a staff attorney at the D.C. Employment Justice Center, where she won two bench trials. She clerked for the Honorable Frank Montalvo, U.S. District Judge in the Western District of Texas, El Paso Division. In addition to serving as Judge Montalvo's law clerk, Sally drafted speeches and papers in Spanish on topics ranging from arbitration to due process in support of Judge Montalvo's position on the Committee on International Judicial Relations.

Sally speaks frequently about issues facing LGBTQ employees and low-wage workers. She has won several awards and received national recognition for her litigation skills, including:

- Super Lawyers Super Lawyer: 2020
- Super Lawyers Rising Star: 2016-2019
- Legal 500 United States Recommended Labor and Employment Lawyer 2019-2020
- Finalist for Public Justice's Trial Lawyer of the Year Award 2018
- Trial Lawyer of the Year Award, Public Justice, *Gonzalez v. Pritzker* 2017
- National LGBT Bar Association Best LGBT Lawyers Under 40 – Class of 2017

Sally received her B.A. from Oberlin College and her J.D., with honors, from American University's Washington College of Law where she received the Dean's Award for Professional

Werman Salas P.C.
Firm Resume

Responsibility – Outstanding Student in the Clinical Program for her work with the Domestic Violence Clinic.

- **Anne Kramer, *Associate***

Anne Kramer joined Werman Salas P.C. in 2023 as an Associate Attorney. She is a member of the California and Massachusetts state bars.

Prior to joining Werman Salas, Anne worked at the forefront of independent contractor misclassification cases involving “gig economy” workers in California and Massachusetts. Anne has taken on numerous “gig economy” companies, including Uber, Lyft, Grubhub, Caviar, and Shipt, and her efforts have resulted in millions of dollars in the pockets of misclassified workers. In addition to bringing claims against these “gig economy” companies in state and federal courts, Anne successfully pioneered techniques that allowed her to represent thousands of clients in individual arbitrations simultaneously. Anne has also litigated numerous wage and hour and discrimination cases on behalf of employees nationwide, including agricultural workers, tipped employees, and technical professionals.

Anne received her J.D. from Boston College Law School. During law school, Anne focused her studies on civil rights and graduated as a Public Interest Designation Fellow. She served as a student-attorney in the Juvenile Rights Advocacy Project, where she represented court-involved youth in the Greater Boston Area. Anne was also an active member of the Boston College Law School chapter of the National Lawyers Guild.

- **John Frawley, *Partner***

John Frawley represents victims of unlawful employment practices in individual and collective suits across the country.

Before joining Werman Salas in 2023, John worked for nationally recognized firms on both the plaintiff side and the defense side. He gained valuable experience in class actions and complex commercial litigation in state and federal courts. He also spent a year clerking for Chief Judge Waverly D. Crenshaw, Jr. of the U.S. District Court for the Middle District of Tennessee. In that role, he oversaw numerous employment cases brought under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

Throughout his career, John has maintained an active pro bono practice. He has helped obtain asylum for a woman fleeing a foreign cartel, clemency for a prisoner sentenced under a three-strikes law, injunctive relief for a survivor of domestic violence, and freedom from prosecution for a young man police targeted for an unconstitutional stop-and-search.

John’s commitment to public interest work preceded his legal career. Before law school, he spent three years working with Teach For America, first as an elementary school teacher in Detroit and later as a supervisor in the Mississippi Delta.

John received his law degree from Yale Law School. There, he dedicated extensive time to legal clinics aiding underprivileged clients. He also competed in the Morris Tyler Moot Court of Appeals Competition, where he was a finalist for best opening round brief and an overall semifinalist.



REQUEST FOR JUDICIAL INTERVENTION

SUPREME COURT, COUNTY OF NASSAU

UCS-840
(rev. 12/16/2024)

Index No: 606167/2026

Date Index Issued: 03/23/2026

For Court Use Only:

CAPTION Enter the complete case caption. Do not use et al or et ano. If more space is needed, attach a caption rider sheet.

GABRIEL TOPPING, MADISON DE LA CRUZ, WILLIAM HUBERT, PARKER KENDLE, CHRISTOPHER LIEU, DEAVIN RENCHER, DANIEL ROVICK, ETHAN ROVICK, AND MACLAINE SCHER

Plaintiff(s)/Petitioner(s)

Judge Assigned

-against-

DRATA INC.

Defendant(s)/Respondent(s)

RJ Filed Date

NATURE OF ACTION OR PROCEEDING Check only one box and specify where indicated.

COMMERCIAL

- ☐ Business Entity (includes corporations, partnerships, LLCs, LLPs, etc.)
☐ Contract
☐ Insurance (where insurance company is a party, except arbitration)
☐ UCC (includes sales and negotiable instruments)
☐ Other Commercial (specify): _____

NOTE: For Commercial Division assignment requests pursuant to 22 NYCRR 202.70(d), complete and attach the **COMMERCIAL DIVISION RJ ADDENDUM (UCS-840C)**.

TORTS

- ☐ Asbestos
☐ Environmental (specify): _____
☐ Medical, Dental or Podiatric Malpractice
☐ Motor Vehicle
☐ Products Liability (specify): _____
☐ Other Negligence (specify): _____
☐ Other Professional Malpractice (specify): _____
☒ Other Tort (specify): 29 U.S.C. §§ 201, et seq.; Cal. Lab. Codes §§510; 226; 1174; 1197; 1198; 201; 202; 203; 512; 2802; 204;

SPECIAL PROCEEDINGS

- ☐ Child-Parent Security Act (specify): ☐ Assisted Reproduction ☐ Surrogacy Agreement
☐ CPLR Article 75 – Arbitration [see **NOTE** in **COMMERCIAL** section]
☐ CPLR Article 78 – Proceeding against a Body or Officer
☐ Election Law
☐ Extreme Risk Protection Order
☐ MHL Article 9.60 – Kendra's Law
☐ MHL Article 10 – Sex Offender Confinement (specify): ☐ Initial ☐ Review
☐ MHL Article 81 (Guardianship)
☐ Other Mental Hygiene (specify): _____
☐ Other Special Proceeding (specify): _____

MATRIMONIAL

- ☐ Contested
NOTE: If there are children under the age of 18, complete and attach the **MATRIMONIAL RJ ADDENDUM (UCS-840M)**.
For Uncontested Matrimonial actions, use the Uncontested Divorce RJ (UD-13).

REAL PROPERTY Specify how many properties the application includes: _____

- ☐ Condemnation
☐ Mortgage Foreclosure (specify): ☐ Residential ☐ Commercial
Property Address: _____
NOTE: For Mortgage Foreclosure actions involving a one to four-family, owner-occupied residential property or owner-occupied condominium, complete and attach the **FORECLOSURE RJ ADDENDUM (UCS-840F)**.
☐ Partition
NOTE: Complete and attach the **PARTITION RJ ADDENDUM (UCS-840P)**.
☐ Tax Certiorari (specify): Section: _____ Block: _____ Lot: _____
☐ Tax Foreclosure
☐ Other Real Property (specify): _____

OTHER MATTERS

- ☐ Certificate of Incorporation/Dissolution [see **NOTE** in **COMMERCIAL** section]
☐ Emergency Medical Treatment
☐ Habeas Corpus
☐ Local Court Appeal
☐ Mechanic's Lien
☐ Name Change/Sex Designation Change
☐ Pistol Permit Revocation Hearing
☐ Sale or Finance of Religious/Not-for-Profit Property
☐ Other (specify): _____

STATUS OF ACTION OR PROCEEDING Answer YES or NO for every question and enter additional information where indicated.

	YES	NO	
Has a summons and complaint or summons with notice been filed?	☒	☐	If yes, date filed: 03/23/2026
Has a summons and complaint or summons with notice been served?	☐	☒	If yes, date served: _____
Is this action/proceeding being filed post-judgment?	☐	☒	If yes, judgment date: _____

NATURE OF JUDICIAL INTERVENTION Check one box only and enter additional information where indicated.

- ☐ Infant's Compromise
☐ Extreme Risk Protection Order Application
☐ Note of Issue/Certificate of Readiness
☐ Notice of Medical, Dental or Podiatric Malpractice Date Issue Joined: _____
☒ Notice of Motion Relief Requested: Approval of Settlement, Attorney's Fees and Costs and Service Awards Return Date: 4/20/2026
☐ Notice of Petition Relief Requested: _____ Return Date: _____
☐ Order to Show Cause Relief Requested: _____ Return Date: _____
☐ Other Ex Parte Application Relief Requested: _____
☐ Partition Settlement Conference
☐ Request for Preliminary Conference
☐ Residential Mortgage Foreclosure Settlement Conference
☐ Waiver of Court Costs, Fees, and Expenses
☐ Writ of Habeas Corpus
☐ Other (specify): _____

NYSCEF DOC. NO. 18

RECEIVED NYSCEF: 04/01/2026

RELATED CASES List any related actions. For Matrimonial cases, list any related criminal or Family Court cases. If none, leave blank.
If additional space is required, complete and attach the **RJI ADDENDUM (UCS-840A)**.

Case Title	Index/Case Number	Court	Judge (if assigned)	Relationship to instant case

PARTIES For parties without an attorney, check the "Un-Rep" box and enter the party's address, phone number and email in the space provided.
If additional space is required, complete and attach the **RJI ADDENDUM (UCS-840A)**.

Un-Rep	Parties List parties in same order as listed in the caption and indicate roles (e.g., plaintiff, defendant, 3 rd party plaintiff, etc.)	Attorneys and Unrepresented Litigants For represented parties, provide attorney's name, firm name, address, phone and email. For unrepresented parties, provide party's address, phone and email.	Issue Joined For each defendant, indicate if issue has been joined.	Insurance Carriers For each defendant, indicate insurance carrier, if applicable.
☐	Name: GABRIEL TOPPING Role(s): Plaintiff	Melissa L. Stewart Amy L. Maurer OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor (212) 245-1000 mstewart@outtengolden.com amaurer@outtengolden.com Maureen Salas WERMAN SALAS P.C. 77 W. Washington St., Ste 1402 Chicago, IL 60602 (312) 419-1008 msalas@fsalaw.com	☐ YES ☒ NO	
☐	Name: MADISON DE LA CRUZ Role(s): Plaintiff	Melissa L. Stewart Amy L. Maurer OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor (212) 245-1000 mstewart@outtengolden.com amaurer@outtengolden.com Maureen Salas WERMAN SALAS P.C. 77 W. Washington St., Ste 1402 Chicago, IL 60602 (312) 419-1008 msalas@fsalaw.com	☐ YES ☒ NO	
☐	Name: WILLIAM HUBERT Role(s): Plaintiff	Melissa L. Stewart Amy L. Maurer OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor (212) 245-1000 mstewart@outtengolden.com amaurer@outtengolden.com Maureen Salas WERMAN SALAS P.C. 77 W. Washington St., Ste 1402 Chicago, IL 60602 (312) 419-1008 msalas@fsalaw.com	☐ YES ☒ NO	
☐	Name: PARKER KENDLE Role(s): Plaintiff	Melissa L. Stewart Amy L. Maurer OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor (212) 245-1000 mstewart@outtengolden.com amaurer@outtengolden.com Maureen Salas WERMAN SALAS P.C. 77 W. Washington St., Ste 1402 Chicago, IL 60602 (312) 419-1008 msalas@fsalaw.com	☐ YES ☒ NO	
☐	Name: CHRISTOPHER LIEU Role(s): Plaintiff	Melissa L. Stewart Amy L. Maurer OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor (212) 245-1000 mstewart@outtengolden.com amaurer@outtengolden.com Maureen Salas WERMAN SALAS P.C. 77 W. Washington St., Ste 1402 Chicago, IL 60602 (312) 419-1008 msalas@fsalaw.com	☐ YES ☒ NO	
☐	Name: DEAVIN RENCHER Role(s): Plaintiff	Melissa L. Stewart Amy L. Maurer OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor (212) 245-1000 mstewart@outtengolden.com amaurer@outtengolden.com Maureen Salas WERMAN SALAS P.C. 77 W. Washington St., Ste 1402 Chicago, IL 60602 (312) 419-1008 msalas@fsalaw.com	☐ YES ☒ NO	
☐	Name: DANIEL ROVICK Role(s): Plaintiff	Melissa L. Stewart Amy L. Maurer OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor (212) 245-1000 mstewart@outtengolden.com amaurer@outtengolden.com Maureen Salas WERMAN SALAS P.C. 77 W. Washington St., Ste 1402 Chicago, IL 60602 (312) 419-1008 msalas@fsalaw.com	☐ YES ☒ NO	
☐	Name: ETHAN ROVICK Role(s): Plaintiff	Melissa L. Stewart Amy L. Maurer OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor (212) 245-1000 mstewart@outtengolden.com amaurer@outtengolden.com Maureen Salas WERMAN SALAS P.C. 77 W. Washington St., Ste 1402 Chicago, IL 60602 (312) 419-1008 msalas@fsalaw.com	☐ YES ☒ NO	
☐	Name: MACLAINE SCHER Role(s): Plaintiff	Melissa L. Stewart Amy L. Maurer OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor (212) 245-1000 mstewart@outtengolden.com amaurer@outtengolden.com Maureen Salas WERMAN SALAS P.C. 77 W. Washington St., Ste 1402 Chicago, IL 60602 (312) 419-1008 msalas@fsalaw.com	☐ YES ☒ NO	
☐	Name: DRATA INC. Role(s): Defendant	Summer Wynn Cooley LLP 858 550 6030 swynn@cooley.com 10265 Science Center Drive San Diego, CA 92121-1117	☐ YES ☒ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, UPON INFORMATION AND BELIEF, THERE ARE NO OTHER RELATED ACTIONS OR PROCEEDINGS, EXCEPT AS NOTED ABOVE, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION BEEN PREVIOUSLY FILED IN THIS ACTION OR PROCEEDING.

Dated: 04/01/2026


Signature

Melissa L. Stewart

Print Name

4827747

Attorney Registration Number