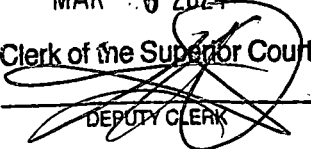


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CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

Attorneys for Plaintiffs and Proposed Classes

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

CHRISTOPHER FOX, THOMAS SIMS,
and KYREE WASHINGTON, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

VERKADA, INC., a Delaware Corporation,
Defendants.

CASE NO. 23-CIV-00193

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: February 29, 2024

Time: 10:00 a.m.

Dept.: 3

Judge: Hon. Susan L. Greenberg

1 The Motion for Preliminary Approval of Class, Collective, and Representative Actions Settlement
2 case on for hearing before this Court, the Honorable Susan L. Greenberg, on February 29, 2024 at 10:00
3 a.m., in Department 3 of the above entitled Court. The Court having considered papers submitted in
4 support of the motion, HEREBY ORDERS THE FOLLOWING:

5 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement
6 and Release (the Settlement Agreement), and all terms used herein shall have the same meaning as set
7 forth in the Settlement Agreement.

8 2. The Court finds that the settlement falls within the range of reasonableness and appears to
9 be presumptively valid, subject only to any objections that may be raised at the hearing on final approval
10 and fairness before this Court.

11 3. Class Members: For the purposes of settlement only, the Court preliminarily finds that the
12 proposed Class, as defined in the Settlement and Release Agreement (the Settlement Agreement), meets
13 the requirements of California Civil Procedure Code § 382. Accordingly, the Court certifies for settlement
14 purposes only the following proposed Class: All current and former employees of Verkada who, during
15 the Class Period, worked for Verkada in California in one of the following or similar job titles: (1) Sales
16 Development Representative, (2) Marketing Development Representative, (3) Marketing (Sales)
17 Development Representative, (4) Associate Account Executive, (5) Account Executive (including
18 Account Executive MM1-MM6), and/or (6) Senior Account Executive. The “Class Period” means
19 January 17, 2019 through the earlier of the date of Preliminary Approval of the Settlement or 90 days
20 after the Settlement Agreement is fully executed.

21 Collective Members: For the purposes of settlement only, the Court certifies the following
22 proposed Collective class, pursuant to 29 U.S.C. § 216(b): All current and former employees of Verkada
23 who, during the Collective Period, worked for Verkada in the United States in one of the following or
24 similar job titles: (1) Sales Development Representative, (2) Marketing Development Representative, (3)
25 Marketing (Sales) Development Representative, (4) Associate Account Executive, (5) Account Executive
26 (including Account Executive MM1-MM6), and/or (6) Senior Account Executive. The “Collective
27 Period” means January 17, 2020 through the earlier of the date of Preliminary Approval of the Settlement
28 or 90 days after the Settlement Agreement is fully executed.

1 4. Administrator: The Court approves ILYM Group, Inc. as the Administrator in this matter.
2 The Court further preliminarily approves the payment of the notice and settlement administration costs
3 as provided in the Settlement Agreement.

4 5. Class Counsel: The Court preliminarily approves and designates HammondLaw, P.C. as
5 Class Counsel.

6 6. Class Representatives: The Court preliminarily approves and designates Plaintiffs
7 Christopher Fox, Thomas Sims, and Kyree Washington as the Class Representatives.

8 4. Notices to the Classes: The Court approves as to form the proposed notice to the Class,
9 Collective, and/or members of both the Class and the Collective, attached as Exhibit B to the Settlement
10 Agreement, the Consent to Join Form, attached as Exhibit A to the Settlement Agreement, and the Request
11 for Exclusion Form, attached as Exhibit C to the Settlement Agreement. The Court orders that the
12 Administrator mail the Notice and forms as set forth in the Settlement Agreement to the members of the
13 Class and of the Collective.

14 6. Participation the Settlement: Any member of the Collective can participate in the
15 settlement by submitting a timely Consent to Join form or can decline to participate in the Settlement by
16 not submitted a Consent to Join Form. To be effective, the Consent to Join Form must be postmarked
17 within sixty (60) days following the date of the initial mailing of the Notice. The deadline shall be
18 extended by an additional 14 days for all persons whose notice is re-mailed.

19 7. Exclusion from the Settlement: Any member of the Class who wishes to not participate in
20 the settlement may request to be excluded by submitting a completed Request for Exclusion form to the
21 Administration. To be effective, the Request for Exclusion form must be faxed, emailed or postmarked
22 within sixty (60) days following the date of the initial mailing of the Notice, and must be signed by the Class
23 Member. The deadline shall be extended by an additional 14 days for all persons whose notice is re-
24 mailed.

25 8. Objecting to the Settlement: Any member of the Class who did not opt-out and may object
26 to the settlement by sending a written objection to the Settlement Administrator by fax, email, or mail
27 postmarked within sixty (60) days following the date of the initial mailing of the Notice (or within 14 days
28

1 for Class Members whose Class Notice was re-mailed), or by appearing in Court at the final fairness
2 hearing.

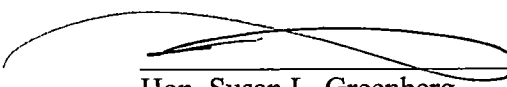
3 9. Workweeks/Pay Period Disputes: Members of the Class and of the Collective will have the
4 right to challenge the number of work weeks as shown on their Notices. Aggrieved Employees will have
5 the right to challenge the number of PAGA pay periods as shown on their Notices. Class
6 Members/Collective Members/Aggrieved Employees who wish to dispute the number of workweeks/ pay
7 periods must do so in writing by fax, email or mail within sixty (60) days following the date of the initial
8 mailing of the Notice (or within 14 days for Class Members whose Class Notice was re-mailed),

9 10. Effect of the Settlement Agreement: Upon the Final Order, all members of the Class who
10 do not exclude themselves from the class and Collective members that opt-in by submitting a claim form
11 will be bound conclusively by all of the terms of the Settlement Agreement, if finally approved, and by
12 any judgment entered upon final approval.

13 7. Final Approval Hearing: A final fairness hearing under California Civil Procedure Code
14 § 382 on the question of whether the proposed settlement, attorneys' fees and costs to Class Counsel,
15 Service Awards to the named Plaintiffs and Class Representatives, and other terms of the settlement are
16 fair, reasonable, and adequate is scheduled for 9:00am on October 03, 2024 in this department. The
17 date and time of the final fairness hearing shall be subject to adjournment or continuance by the Court
18 without further notice to the Class Members. Class Members are directed to check the settlement website
19 for any changes to the date of the final fairness hearing.

20 **IT IS SO ORDERED.**

21
22 Dated: 3-5, 2024

23 
24 Hon. Susan L. Greenberg
25 Judge of the Superior Court
26
27
28