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Class and Collective Members and Aggrieved
Employees*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

OMAR KAYED, JESUS PRADO,
SPENCER CARR, and ALONZO RIVAS
individually and on behalf of all others
similarly situated,,

Plaintiffs,

v.

ODOO, INC. and ODOO, S.A.,

Defendants.

Case No. 3:23-cv-03728-LJC

**DECLARATION OF MELISSA L.
STEWART IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Judge: Honorable Judge: Lisa J. Cisneros
Courtroom G – 15th Floor

Hearing Date: July 9, 2024
Hearing Time: 10:30 a.m.

Complaint Filed: July 27, 2023

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1. I am a partner at the firm of Outten & Golden LLP (“O&G”) and the lead attorney responsible for prosecuting Plaintiffs’ claims. I make these statements based on personal knowledge and would so testify if called as a witness.

3. In compliance with the Court’s Meet and Confer Requirement, Standing Order Rule E.1., Plaintiffs’ Counsel shared this Motion with Defendants, and Defendants consented to the filing of this Motion.

Background and Experience

6. 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. I was admitted *pro hac vice* to this court on August 23, 2023.

8. 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.

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

3 10. I am a member of the American Bar Association Section on Labor and
4 Employment Law's Federal Labor Standards Legislation Committee, the Federal Bar Council,
5 New York City Bar Association, the National Employment Lawyers Association ("NELA"), and
6 a former member of the board of NELA's New York Chapter.

7 11. O&G is nationally recognized for its expertise in litigating complex class and
8 collective actions, including wage and hour cases like this one. For example, recently, Judge
9 Chhabria found that "Class Counsel have capably and effectively represented the Settlement
10 Class Members' interests," and praised them for "their outstanding work on this case." *Zamora*
11 *v. Lyft, Inc.*, No. 16-cv-02558-VC, ECF No. 103 at 6 (N.D. Cal.). O&G attorneys "have . . .
12 extensive experience and expertise in prosecuting wage-and-hour class actions and collective
13 actions." *Galeener v. Source*, No. 13-cv-4960, ECF No. 131 (N.D. Cal. Mar. 13, 2015)
14 (Chhabria, J.); *Lillehagen v. Alorica*, No. 13-cv-0092, ECF No. 262 (C.D. Cal. May 31, 2016)
15 (same); *Strauch v. Computer Science Corp.*, 322 F.R.D. 157, 181 n.15 (D. Conn. 2017) (in wage
16 and hour litigation, finding that O&G "adequately represent[s] the interests of the putative
17 class"), motion to decertify denied, 2017 U.S. Dist. LEXIS 172655 (D. Conn. Oct. 18, 2017);
18 *Walsh v. CorePower Yoga LLC*, No. 16 Civ. 05610, 2017 U.S. Dist. LEXIS 20974, at *24-25
19 (N.D. Cal. Feb. 14, 2017) (O&G has "a proven track record in the prosecution of class actions as
20 they have successfully litigated and tried many major class action cases"); *Long v. HSBC USA*
21 *Inc.*, No. 14 Civ. 6233, 2015 U.S. Dist. LEXIS 122655, at *23 (S.D.N.Y. Sept. 11, 2015) (O&G
22 attorneys "have appeared in many major FLSA and state labor law cases"); *Puglisi v. TD Bank,*
23 *N.A.*, No. 13 Civ. 637, 2015 U.S. Dist. LEXIS 15966, at *9 (E.D.N.Y. Feb. 9, 2015) ("O&G has
24 substantial experience prosecuting and settling nationwide wage and hour class and collective
25 actions, and are well-versed in wage and hour law and class action law and are well-qualified to
26 represent the interests of the class."); *Perez v. Allstate Insurance Co.*, No. 11 Civ. 1812, 2014
27 U.S. Dist. LEXIS 130214, at *69 (E.D.N.Y. Sept. 16, 2014) (appointing O&G as class counsel
28 and noting that "O&G has the requisite experience in handling class actions . . . , are well versed

1 in the applicable law, and have the resources necessary to represent the NYLL Class fairly and
2 adequately”); *Jacob v. Duane Reade, Inc.*, 289 F.R.D. 408, 423 (S.D.N.Y. 2013) (appointing
3 O&G as class counsel because it has “experience in handling class actions, sufficient knowledge
4 of the pertinent law, and sufficient resources to commit to this representation”), *aff’d*, 602 F.
5 App’x 3 (2d Cir. 2015); *Damassia v. Duane Reade, Inc.*, 250 F.R.D. 152, 165 (S.D.N.Y. 2008)
6 (granting class certification and appointing O&G as class counsel); *Torres v. Gristede’s*
7 *Operating Corp.*, No. 04 Civ. 3316, 2006 U.S. Dist. LEXIS 74039 (S.D.N.Y. Sept. 29. 2006)
8 (same); *cf. Houser v. Pritzker*, 28 F. Supp. 3d 222, 248, 255 (S.D.N.Y. 2014) (appointing O&G
9 class counsel in nationwide Title VII litigation and noting that O&G “bring[s] to the case a
10 wealth of class action litigation experience”).

11 **Procedural Background, Negotiation, and Settlement**

12 12. On August 25, 2022, in an effort to explore a potential pre-litigation resolution,
13 Plaintiffs informed Odoo of their claims and invited the company to consider the possibility of
14 settlement discussions.

15 13. The Parties subsequently agreed to explore pre-suit mediation and entered into a
16 tolling agreement on behalf of Plaintiffs and Sales Representatives on October 21, 2022. The
17 parties then began extended settlement discussions.

18 14. Prior to mediation, the parties engaged in informal discovery. Odoo produced
19 Plaintiffs’ personnel files, Odoo’s policies, and payroll data for Plaintiffs and Sales
20 Representatives. This allowed Plaintiffs’ Counsel to construct a damages model.

21 15. The parties also drafted and exchanged mediation briefs setting forth their
22 respective positions as to liability, class and collective certification, and damages.

23 16. On July 14, 2023, the parties mediated this case with the assistance of
24 experienced mediator Brian C. Walsh but were not able to reach a resolution.

25 17. On July 27, 2023, Plaintiffs filed the Complaint. Plaintiffs filed a PAGA notice
26 on July 27, 2023, and a First Amended Complaint on October 3, 2023, to add a PAGA Claim.
27
28

1 18. On March 12, 2024, Plaintiffs filed a Second Amended Complaint (“SAC”)
2 which added Plaintiff Rivas as a Plaintiff.

3 19. The parties also litigated conditional certification, which the Court granted, and
4 had begun to engage in formal discovery before they returned to settlement discussions.

5 20. The parties participated in a second full-day mediation session on December 8,
6 2023, with the assistance of experienced mediator Louis Marlin, and accepted a mediators’
7 proposal on December 29, 2023, with a more detailed term sheet negotiated and executed on
8 January 22, 2024. The parties finalized and fully executed the Settlement Agreement on May 14,
9 2024.

10 21. At all times, settlement negotiations were conducted on an arm’s-length basis.

11 **Class Certification Requirements**

12 22. The proposed Classes are coextensive with the Classes proposed in the operative
13 Second Amended Complaint.

14 23. The Eligible Members are estimated to be 550 individuals. Plaintiffs estimate that
15 there are approximately 428 California Class Members and 121 New York Class Members. This
16 estimate is based on data provided by Defendants prior to the second mediation.

17 24. Plaintiffs are adequate class representatives because share a common interest with
18 the Class Members they seek to represent, in that they all allege that they suffered the same type
19 of injury, and they share an interest in vigorous prosecution. Plaintiffs have vigorously
20 represented the interests of their fellow Class Members and devoted substantial time to the
21 prosecution of this action.

22 **Settlement Amount**

23 25. Class Members stand to recover a gross award of approximately \$8,182 per Class
24 Member and an estimated net recovery of \$4,997 per Class Member (or \$67.75 net average per
25 workweek).

26 **Service Awards**

27 26. Plaintiffs Kayed, Prado, and Carr request Class Representative Service Awards of
28 up to \$15,000 each. Plaintiff Rivas requests a Class Representative Service Award of up to

1 \$10,000. I believe that these proposed awards are reasonable based on the relevant factors.

2 27. Plaintiffs spent significant time providing information to assist Plaintiffs' Counsel
3 with pre-suit investigation, providing Plaintiffs' Counsel with information throughout the
4 litigation, submitting initial disclosures and declarations in support of the motion for court-
5 authorized notice, and staying apprised of developments in the case.

6 28. Plaintiffs assumed considerable reputational risks with respect to their current and
7 future employers by putting their names on a wage and hour complaint. Plaintiffs' names are
8 prominently visible in public records. For example, a Google search of "Kayed Odoo" yields
9 several results on the first page describing this litigation.

10 29. While any named plaintiff faces potential risk when putting their name on a
11 complaint, the risks are higher here. As Plaintiffs will further detail in the forthcoming service
12 award motion, as Sales Representatives in the software sales industry, Plaintiffs' work requires a
13 visible internet presence. Plaintiffs often use LinkedIn and other social media to perform their
14 job responsibilities and are frequently recruited via LinkedIn.

15 **Plaintiffs' Counsel's Exposure Analysis**

16 30. Based on Plaintiffs' calculations, Eligible Members stand to recover a gross
17 award of approximately \$8,182 per Eligible Member, and a net award (after deductions for
18 attorneys' fees and costs, service awards, administration costs, the PAGA fund) of approximately
19 \$4,997 per Eligible Member. This equates to \$67.75 net per workweek.

20 ***Recovery for Non-PAGA Claims***

21 31. Plaintiffs' counsel used Odoo's payroll records to calculate actual damages for
22 each Eligible Member and arrive at the following estimated exposure for each claim:

23 32. Unpaid Overtime and Interest. Plaintiffs' Counsel estimated overtime damages
24 based on five hours of unpaid overtime per Eligible Member, assuming they worked overtime in
25 90% of workweeks (to account for periods of vacations, leave, and other days off). Odoo did not
26 maintain records of Eligible Members' work hours or breaks, so Plaintiffs estimated the average
27 overtime hours per week based on interviews with Plaintiffs and Plaintiffs' observations of their
28 co-workers. Plaintiffs calculated exposure using the workweek cap of 40,565.8 workweeks.

1 Accordingly, Plaintiffs estimated a total exposure of approximately **\$10,932,442** in unpaid
2 overtime wages plus interest.

3 33. FLSA Liquidated Damages. Plaintiffs estimated that the Settlement Class could
4 have recovered **\$8,471,402** in liquidated damages (an amount equal to the unpaid wages for the
5 workweeks within the three-year FLSA period for California Class Members and the six-year
6 period for New York Class Members) if Plaintiffs succeeded in rebutting Odoo's good faith
7 defense.

8 34. Waiting Time Penalties. Labor Code § 203 provides a penalty in the amount of
9 thirty days' pay where an employer willfully fails to pay an employee all owed wages at the time
10 of separation. Using an average 8-hour day, and the 30-day penalty, Plaintiffs' Counsel
11 estimated waiting time penalties as approximately **\$1,861,016**.

12 35. Wage Statement and Wage Notice Penalties. Labor Code § 226(e) provides
13 statutory penalties in the amount of \$50 for the initial pay period and \$100 for each subsequent
14 pay period, up to a maximum of \$4,000 where an employer knowingly and intentionally fails to
15 provide an accurate wage statement to an employee. Here, the California Class could have
16 recovered **\$707,700** in wage statement penalties. In New York, the penalty for failing to provide
17 an accurate wage statement is penalties of \$250 for each work day that Odoo failed to provide
18 them. The New York Class could have recovered **\$594,000** in wage statement penalties. New
19 York also has a penalty provision for failure to provide wage notices, which provides a penalty
20 of \$50 per day, or a total of up to \$5,000 per employee. *See* N.Y.L.L. §§ 195(1), 198(1-b). The
21 New York Class could have recovered **\$564,750** in wage notice penalties.

22 36. Unreimbursed Expenses. Plaintiffs allege that Odoo failed to reimburse
23 California Class Members for a reasonable percentage of their home internet, in violation of
24 Labor Code § 2802. Plaintiffs estimate the exposure as **\$202,000**, assuming that California Class
25 Members incurred \$50 per month in home internet bills, and used 50% of their home internet for
26 business purposes. This may be an overestimate, because Plaintiffs calculated the exposure for
27 the full liability period, but the claim may be weaker in non-COVID time periods, when Class
28 Members were permitted to work in the office.

37. In sum, the maximum total exposure for Eligible Members' wage and hour claims, excluding PAGA claims, is approximately **\$23,333,310**. The Total Settlement Amount (minus the \$150,000 PAGA Fund) thus represents a 18.6% recovery of the total maximum exposure.

38. I believe that the allocation formula, awarding 1 point per workweek to arbitration bound workweeks, and 1.5 points per workweeks not bound by arbitration, is reasonable, as it reflects the higher risks for arbitration bound Eligible Members, who would likely be required to participate in intensive individual arbitrations to obtain recovery.

PAGA Settlement Amount

39. The PAGA Fund of \$150,000 represents 3.33% of the total \$4,500,000 Settlement amount.

40. Odoo's maximum penalties for the 8,318 pay periods could be calculated as \$4,169,700 assuming that the penalties for the PAGA violations (overtime, timely pay during employment and upon separation, improper wage statements, and unreimbursed expenses) could be stacked, and are calculated as initial violations. The proposed PAGA settlement amount of \$150,000 thus represents 3.6% of the exposure.

41. Plaintiffs will submit the settlement and approval motion to the LWDA simultaneously with the filing of this motion, as required by Cal. Lab. Code § 2699(1)(2).

Plaintiffs' Counsel's Risk Analysis

42. Plaintiffs face substantial obstacles to class-wide recovery.

43. First, Defendants will argue that well over half of the Eligible Members were subject to individual arbitration agreements that should foreclose participating in a class or collective action. While Plaintiffs would challenge the validity and enforceability of these agreements, Plaintiffs' Counsel are experienced class action litigators and recognize the challenges associated with these arguments.

44. Moreover, Sales Representatives compelled to arbitration who wish to pursue a recovery would be required to participate in intensive individual arbitrations, including document production, deposition testimony, and testifying at the arbitration hearing, to recover on a

1 misclassification claim with a relatively small dollar value.

2 45. Second, Plaintiffs may face obstacles in winning class certification or maintaining
3 the class and collective through trial. Defendants would likely argue that differences among
4 Sales Representatives' job duties or compensation levels preclude class certification or warrant
5 decertification of a collective, if certified. Although Plaintiffs disagree, Plaintiffs recognize that
6 obtaining and maintaining class certification is always a significant obstacle.

7 46. Third, a trial on the merits would involve significant risks for Plaintiffs on
8 liability issues. Odoo would argue that Sales Representatives were properly classified as
9 overtime-exempt (as "administrators," outside salespeople, commissioned salespeople, or some
10 combination of exemptions). Although Plaintiffs believe that Sales Representatives' job duties
11 do not qualify them for any of the relevant exemptions, Plaintiffs' Counsel recognizes that each
12 exemption inquiry is highly contextual and that litigation of exemption defenses inherently poses
13 significant risks.

14 47. Odoo would also dispute the number of hours Sales Representatives claim to have
15 worked. Without contemporaneous records of time worked (which Odoo did not maintain),
16 proving the existence and extent of overtime hours worked would also be an evidentiary
17 challenge.

18 48. In sum, although Plaintiffs would dispute each of Odoo's arguments, a class trial,
19 and the formal discovery process to prepare for it would be long, arduous, and risky; and even if
20 Plaintiffs prevailed on each of their claims, they might face a lengthy appeals process.
21 Considering the myriad risks and delay that litigation would entail and based on Plaintiffs'
22 Counsel's experience litigating class actions and employment lawsuits, it is the opinion of
23 Plaintiffs' Counsel that the proposed Settlement is in the best interests of the Eligible Members.

24 **Extent of Discovery**

25 49. Plaintiffs investigated these claims carefully and zealously litigated them,
26 efficiently moving into settlement discussions, supported by informal and initial formal
27 discovery, to reach a reasonable settlement. Specifically, Odoo produced relevant policies and
28 payroll data regarding Sales Representatives, and the parties exchanged detailed mediation

1 statements. Plaintiffs served written discovery and the parties engaged in a thorough Fed. R.
2 Civ. P. Rule 26(f) conference.

3 **Settlement Administrator**

4 50. The Parties have selected ILYM Group, Inc. (“ILYM”) to serve as the Settlement
5 Administrator following a competitive bidding process. Plaintiffs sought bids from four
6 settlement administrators before selecting ILYM, an administrator with significant expertise,
7 skill and experience.

8 51. Plaintiffs’ Counsel chose ILYM because it was one of the lower-priced quotes
9 and because Plaintiffs’ Counsel has had positive experiences with them in previous cases.

10 52. I am confident that ILYM’s experience with large class action settlements
11 allowed them to make reasonable assumptions about the settlement to minimize the chances of
12 unrealistically underbidding. My firm and I personally have extensive experience litigating and
13 settling large class and collective actions, some of which are similar to this one. Thus, I am in a
14 good position to assess the reliability of ILYM’s bid and competency.

15 53. ILYM has estimated that their costs and expenses will not exceed \$16,750, absent
16 unforeseen circumstances and Court approval. This estimate is consistent with similar work
17 performed by settlement administrators on similar matters and amounts to just 0.37% of the
18 Total Settlement Amount.

19 54. Because the method of notice is delineated in the Settlement Agreement, no new
20 methods were proposed by the solicited administrators, and instead Plaintiffs’ Counsel evaluated
21 whether the proposed settlement administrators were equipped to handle the notice and claims
22 process as negotiated by the parties.

23 **Attorneys’ Fees and Costs**

24 55. Counsel will apply for attorneys’ fees of one-third of the Gross Settlement Fund
25 of \$4,500,000 (i.e., \$1,500,000), plus out-of-pocket costs incurred in prosecuting the action, of
26 up to \$30,000.

27 56. As of May 24, 2024, Counsel’s lodestar is already over \$631,300 reflecting over
28 938 attorney and paralegal hours, in addition to estimated litigation costs of \$25,702. These

1 amounts do not account for future work to be performed to (1) secure preliminary approval; (2)
2 oversee implementation of notice and respond to Eligible Member inquiries during the notice
3 period; (3) brief and argue final approval; and (4) oversee implementation of the Settlement and
4 report to the Court regarding the final steps in the litigation, including the Post-Distribution
5 Accounting required by the District Court's Guidance.

6 57. The current multiplier on Plaintiffs' Counsel's lodestar is 2.38, which will
7 decrease as Plaintiffs' Counsel continue to perform work for the benefit of the Class and
8 Collective Members, such as briefing, preparing for, and arguing settlement approval,
9 responding to Class and Collective Members' questions, and overseeing settlement
10 administration.

11 58. This matter has required O&G to expend substantial time that could have been
12 spent on other fee-generating matters. We took this matter on a pure contingency basis,
13 expending this effort without any guarantee of recovery. At various times, the litigation has
14 consumed a significant percentage of my time, my attorney colleagues' time, and my staff's
15 time.

16 59. Because we often decline to represent workers with valid legal claims – who
17 might pay hourly or retain us on a contingency basis – there is a significant opportunity cost to
18 each class action we pursue. O&G undertook representation of Plaintiffs in this action without
19 any assurance of payment for its services, litigating the case on a wholly contingent basis in the
20 face of significant risk. Class cases of this type are, by their very nature, complicated and time-
21 consuming. Any lawyer undertaking representation of large numbers of affected employees in
22 class actions inevitably must be prepared to make a tremendous investment of time, energy, and
23 resources. Sometimes these cases result in a recovery for the class, and sometimes they do not,
24 in which case we are paid nothing for our time and costs incurred.

25 60. For example, we have invested millions of dollars of time and hundreds of
26 thousands of dollars of expenses with no reimbursement in many cases without being
27 compensated for our time or out-of-pocket costs. *See, e.g., Scott v. Chipotle Mexican Grill, Inc.*,
28 No. 12 Civ. 8333, 2017 WL 1287512 (S.D.N.Y. Mar. 29, 2017) (overtime misclassification

claims on behalf of restaurant assistant managers); *Benedict v. Hewlett-Packard Co.*, No. 13-cv-119-BLF (N.D. Cal.) (overtime misclassification claims on behalf of technical support workers); *Winans v. Starbucks Corp.*, 796 F. Supp. 2d 515 (S.D.N.Y. 2011) (tip pool violation claims on behalf of baristas); *Pippins v. KPMG LLP*, No. 11 Civ. 377, 2012 WL 6968332 (S.D.N.Y. Nov. 30, 2012) (overtime misclassification claims on behalf of auditors).

61. O&G ordinarily and regularly bills clients on an hourly fee basis, based on each attorney's standard hourly rate. O&G's rates range from \$600 to \$1,500 per partner's hour, \$625 to \$1,150 per counsel's hour, \$550 to \$650 per associate's hour, and \$425 to \$450 per paralegal's hour. My current hourly rate is \$1,200 per hour. The firm's clients regularly accept and pay O&G's hourly rates.

62. These rates are my firm's current billing rates and are supported by the extensive and specialized experience in these types of cases and recognized expertise described. Our rate structure has been approved by various courts and reflects hourly rates that are regularly paid to our firm by hourly-paying clients. *See, e.g., Dixon v. Cushman & Wakefield W., Inc.*, No. 18-cv-05813-JSC, 2022 U.S. Dist. LEXIS 73512, at *34 (N.D. Cal. Apr. 21, 2022) (approving O&G's hourly rates); *Watson v. Jones Fin. Cos.*, No. 34-2019-00255234, 2020 Cal. Super. LEXIS 1769, *2 (Sup. Ct. Sacramento Cty. Nov. 16, 2020) ("[O&G's] hourly rates are reasonable"); *Calhoun v. Academy Mortgage Corp.*, No. RIC1811790 (Sup. Ct. Riverside Cnty. Feb. 11, 2020) (approving rates of \$750 to \$775 for partners, including partner's 2020 rate of \$775, \$300 to \$550 for associates, and \$250 to \$270 for paralegals); *Zamora v. Lyft, Inc.*, No. 16-cv-02558-VC, 2018 U.S. Dist. LEXIS, at *10 (N.D. Cal. Sept. 26, 2018) (approving O&G rates ranging from \$280 to \$850, including partner's rate of \$725, as "reasonable in light of the market for legal services of this type and quality"); *del Toro Lopez v. Uber Techs., Inc.*, No. 17-cv-06255-YGR, 2018 U.S. Dist. LEXIS 196430, at *11 (N.D. Cal. Nov. 14, 2018) (appointing O&G as class counsel and approving its hourly rates of \$250 to \$850); *Walsh v. CorePower Yoga LLC*, No. 16-cv-05610-MEJ, 2017 U.S. Dist. LEXIS 163991, at *32 (N.D. Cal. Oct. 3, 2017) (approving O&G attorney rates ranging from \$200 to \$775 per hour as "in line with the overall range of market rates in this District for attorneys and for litigation support staff of similar abilities and

1 experience”).

2 63. I have personal knowledge of the hourly rates charged by other attorneys with
3 comparable experience as well as to the attorneys within the firm who worked on this matter.
4 Based on that information, I believe that these rates are fully consistent with the market rate in
5 San Francisco for attorneys with comparable expertise, experience and qualifications, and that
6 they are comparable to rates of attorneys specializing in complex litigation around the country.
7 Based on the information I have, I believe that the rates charged by O&G for its partner and non-
8 partner attorney time are reasonable and appropriate fees for those with comparable expertise,
9 experience, and qualifications.

10 64. Class Counsel maintains all records regarding litigation expenses incurred on each
11 case. I have reviewed the records of litigation expenses incurred in this matter. According to
12 our records, Class Counsel has incurred approximately \$25,702.37 in costs as of May 24, 2024.
13 This amount includes costs attributable to the two mediations and expenses associated with the
14 preparation, research, and filing of the papers in this matter. Again, this amount does not
15 account for future costs to be incurred to oversee notice, communicate with Sales
16 Representatives, and brief and prepare for final approval, and implement the settlement, if
17 approved.

18 **Exhibits**

19 65. Attached as **Exhibit 1** is a true and correct copy of the Parties’ Settlement
20 Agreement and accompanying exhibits.

21 66. Attached as **Exhibit 2** is a true and correct copy of the declaration of Lisa Mullins
22 of ILYM Group, Inc. and accompany exhibits, dated May 29, 2024.

1 I declare under penalty of perjury, under the laws of the United States and California that
2 the foregoing is true and correct to the best of my knowledge.

3 Respectfully submitted,

4 Dated: June 4, 2024

5 By: /s/ Melissa Lardo Stewart

6 Melissa L. Stewart*
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12 *admitted *pro hac vice*

13 *Attorney for Plaintiffs and the Proposed Class and*
14 *Collective Members and Aggrieved Employees*

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Spencer Carr, Omar Kayed, Jesus Prado, and Alonzo Rivas (“Plaintiffs”) and Defendants Odoo, Inc. and Odoo, S.A. (collectively, “Odoo” or “Defendants”) (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 August 25, 2022, Plaintiffs Carr, Kayed and Prado, through counsel, sent Odoo a letter in which they asserted that Odoo improperly classified them and other Sales 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 and New York state laws and other wage and hour violations, and invited Odoo to engage in settlement negotiations;

WHEREAS, on or around October 21, 2022, the Parties agreed to engage in dialogue regarding the possibility of a resolution of the threatened wage and hour claims and agreed to toll the limitations period on those claims;

WHEREAS, following the exchange of data and documents, the Parties participated in a full-day mediation session on July 14, 2023, with the assistance of experienced wage and hour class and collective action mediator Judge Brian C. Walsh (Ret.), but were not able to reach a pre-suit resolution, and on July 27, 2023, Plaintiffs filed the case in the United States District Court for the Northern District of California, Case No. 23-CV-3728, and the Parties began litigating;

WHEREAS, during the litigation, the Parties participated in a full-day mediation session on December 8, 2023, with the assistance of experienced wage and hour class and collective action mediator Louis Marlin, and accepted a revised mediators’ proposal on December 29, 2023, with a more detailed term sheet subsequently negotiated and executed on January 22, 2024;

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

WHEREAS, Odoo and Released Parties (as defined herein) deny all liability to Plaintiffs and any other Sales Representative;

WHEREAS, Plaintiffs’ Counsel analyzed and evaluated the merits of Plaintiffs and other Sales Representatives’ claims; obtained and reviewed documents relating to Plaintiffs’ personnel file and Odoo’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 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 material terms and conditions of the Settlement between them, and which is subject to Court approval.
- 1.2. Arbitration Workweeks** means Eligible Workweeks worked by Sales Representatives who are covered by an arbitration agreement with Odoo.
- 1.3. Attorneys' Fees and Costs** means such funds as may be ordered by the Court to Plaintiffs' Counsel to compensate them for their attorneys' fees and reimbursement for out-of-pocket costs.
- 1.4. 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 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 following the initial mailing. The Bar Date is the deadline for Class Members' Objections or Opt-out Statements, if any.
- 1.5. California Class Members** means Sales Representatives employed by Odoo in California during the California Class Period.
- 1.6. California Class Period** means October 21, 2018 through the Release Date.
- 1.7. Check Cashing Period** shall mean the one-hundred twenty (120) day period beginning the day the Settlement Administrator sends the Settlement Checks to Participating Class Members, Putative Collective Members and PAGA Members who did not timely elect to receive their Settlement Amount via Electronic Payment.
- 1.8. Class Members** means "California Class Members" and "New York Class Members."
- 1.9. Class List** means a list of all Class Members, Putative Collective Members, and PAGA Members, including their names, last known addresses, last known telephone numbers, last

known personal email addresses, social security numbers, number of Workweeks worked by each Class Member and Putative Collective Member and number of Eligible PAGA Pay Periods worked by each PAGA Member, the basis for its calculation of the Eligible Workweeks and Eligible PAGA Pay Periods, the dates and locations of employment with Odoo as Sales Representatives, and whether Odoo's records reflect that the individual signed an arbitration agreement.

- 1.10. **Collective Period** means October 21, 2019 through the Release Date.
- 1.11. **Court** means the United States District Court for the Northern District of California.
- 1.12. **Days** means calendar days.
- 1.13. **Defendants** or **Odoo** means Odoo, Inc. and Odoo, S.A.
- 1.14. **Defendants' Counsel** means Cozen O'Connor.
- 1.15. **Effective Date** means the date on which the Final Approval Order becomes a non-appealable order.
- 1.16. **Electronic Payment** means the payment issued to each Participating Class Member, Participating Collective Member, and PAGA Member that elects on the settlement administration website maintained by the Settlement Administrator to receive payment of their Settlement Amount and PAGA Settlement Amount through electronic means and electronically agrees to the release of claims language set forth in Section 10. Such election shall be made prior to the entry of the Final Approval Order. For PAGA Members who are also Participating Class Members, the Settlement Amount and PAGA Settlement Amount will be combined in one payment.
- 1.17. **Eligible Workweek** means each calendar week worked by a Sales Representative during the Collective Period and/or Class Period, but does not include any full weeks that an employee spent on a leave of absence.
- 1.18. **Eligible PAGA Pay Period** means each pay period during which Defendants employed a PAGA Member during the relevant PAGA Period.
- 1.19. **Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation in this Action, including but not limited to FICA, FUTA, and SUTA obligations.
- 1.20. **Fairness Hearing** means the hearing before the Court relating to the Motion for Final

Approval.

- 1.21. **Final Approval Order** means the Order entered by the Court after the Fairness Hearing, certifying the Class and Collective, approving the terms and conditions of this Agreement, and authorizing distribution of the Electronic Payments and Settlement Checks Service Awards, and Attorneys' Fees and Costs, consistent with this Agreement.
- 1.22. **Funding Date** means fourteen (14) Days after the Effective Date.
- 1.23. **Litigation** means the case *Kayed et. al. v. Odoo Inc., et. al.*, filed in the United States District Court for the Northern District of California.
- 1.24. **LWDA Payment** means seventy-five percent (75%) of the PAGA Fund, or One Hundred and Twelve Thousand Five Hundred Dollars (\$112,500.00), which shall be paid to the California Labor and Workforce Development Agency.
- 1.25. **Motion for Final Approval** means documents and materials to be filed with the Court pursuant to Section 7, seeking final approval of the settlement, Attorneys' Fees and Costs, and Service Awards.
- 1.26. **Net Fund** means the remainder of the Total Settlement Amount after deductions/payments for: (1) Court-approved Attorneys' Fees and Costs; (2) Court-approved Service Awards; (3) the PAGA Fund; and (4) settlement administration costs.
- 1.27. **New York Class Members** means Sales Representatives employed by Odoo in New York during the New York Class Period.
- 1.28. **New York Class Period** means October 21, 2016 through the Release Date.
- 1.29. **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 Preliminary Approval Order, in a form substantially similar to **Exhibit A**.
- 1.30. **Objection** means the written statement that an individual Class Member submits to object to the Settlement.
- 1.31. **Objector** means a Class Member who properly files an Objection to the Settlement and does not include any Class Member who opts-out of this Settlement.
- 1.32. **Operative Complaint** means the Second Amended Complaint.

- 1.33. **Opt-Out Statement** is a written, signed statement that an individual Class Member submits to opt out and be excluded from this Settlement.
- 1.34. **PAGA Fund** means One Hundred and Fifty Thousand Dollars (\$150,000.00) of the Total Settlement Amount that is attributed to settle fully and finally the PAGA claims of PAGA Members.
- 1.35. **PAGA Members** means Sales Representatives employed by Odoo in California during the PAGA Period.
- 1.36. **PAGA Payment** means twenty-five percent (25%) of the PAGA Fund, or Thirty-Seven Thousand Five Hundred (\$37,500), which shall be paid to PAGA Members.
- 1.37. **PAGA Period** means October 21, 2021 through the Release Date.
- 1.38. **PAGA Settlement Amount** means each PAGA Member's share of the PAGA Payment calculated in accordance with this Agreement.
- 1.39. **Participating Class Members** means all Class Members who do not timely submit Opt-Out Statements before the Bar Date.
- 1.40. **Participating Collective Members** means each Putative Collective Member who opts-in to the settlement by either (a) electing Electronic Payment prior to entry of the Final Approval Order or (b) endorsing and cashing a Settlement Check within the Check Cashing Period.
- 1.41. **Parties** means Plaintiffs and Defendants.
- 1.42. **Plaintiffs** means Spencer Carr, Omar Kayed, Jesus Prado, and Alonzo Rivas.
- 1.43. **Plaintiffs' Counsel** means Outten & Golden, LLP.
- 1.44. **Preliminary Approval Order** means the Order entered by the Court: (1) preliminarily certifying the Class solely for the purpose of effectuating the Agreement; (2) conditionally certifying the Collective pursuant to 29 U.S.C. § 216(b) solely for the purpose of effectuating the Agreement; (3) preliminarily approving the terms and conditions of this Agreement; (4) appointing Plaintiffs' Counsel as Class Counsel; (5) directing the manner and timing of providing Notice to Class Members, Putative Collective Members, and PAGA Members; and (6) setting dates to effectuate the terms of this Agreement, including the date of the Fairness Hearing.
- 1.45. **Preliminary Approval Date** means the date on which the Court enters the Preliminary

Approval Order.

- 1.46. **Preliminary Approval Motion** means documents and materials to be filed with the Court seeking preliminary approval of this Agreement and the issuance of the Preliminary Approval Order.
- 1.47. **Putative Collective Members** means Sales Representatives who worked for Defendants nationwide except in California or New York during the Collective Period.
- 1.48. **Qualified Settlement Fund or QSF** means the account established by the Settlement Administrator for the Total Settlement Amount paid by Defendants.
- 1.49. **Release Date** means either: (i) the earlier of March 7, 2024 or the date of preliminary approval of the settlement by the Court; or (ii) if Odoo elects, the date corresponding to the accrual of 40,565.8 Eligible Workweeks, provided that such date is earlier than both March 7, 2024 and the date of preliminary approval of the settlement.
- 1.50. **Released California Claims** means any and all California wage and hour claims pled in the Operative Complaint, or that could have been pled based on the facts alleged in the Operative Complaint, and that accrued during employment as an exempt-classified Sales Representative, relating back to October 21, 2018, and continuing through the Release Date, including, without limitations, all claims for unpaid overtime wages, claims related to wage statements, untimely payment of wages, and unreimbursed expenses, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.
- 1.51. **Released Class Claims** means Released California Claims and Released New York Claims.
- 1.52. **Released Collective Claims** means the wage and hour claims pled in the Operative Complaint, or that could have been pled based on the facts alleged in the Operative Complaint, and that accrued during employment as an exempt-classified Sales Representative, relating back to October 21, 2019, and continuing through the Release Date, including, without limitations, all state and federal claims for unpaid overtime wages and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.
- 1.53. **Released New York Claims** means any and all New York wage and hour claims pled in the Operative Complaint, or that could have been pled based on the facts alleged in the Operative Complaint, and that accrued during employment as an exempt-classified Sales Representative, relating back to October 21, 2016, and continuing through the Release Date, including, without limitations, all claims for unpaid overtime wages, claims related to wage statements and wage notices, and related claims for penalties, interest, liquidated

damages, attorneys' fees, costs, and expenses.

- 1.54. Released PAGA Claims** means any and all claims relating to penalties under California's Private Attorney General Act ("PAGA") 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, and that accrued during employment as an exempt-classified Sales Representative, relating back to October 21, 2021 and continuing through the Release Date.
- 1.55. Released Parties** means Defendants, their respective affiliates, subsidiaries, predecessors, successors, and all other related entities, including but not limited to all of their incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities.
- 1.56. Reminder** means the Court-approved reminder to be sent by the Settlement Administrator to Participating Class Members, Putative Collective Members, and PAGA Members who have not received Electronic Payment and who have not cashed their Settlement Checks, reminding them to cash their Settlement Checks in a form substantially similar to **Exhibit B**.
- 1.57. Service Awards** means the Court-approved awards to be paid to Plaintiffs of up to Fifteen Thousand Dollars (\$15,000.00) each to Plaintiffs Carr, Kaye and Prado; and of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff Rivas in recognition for their service as class representatives.
- 1.58. Settlement Amount** means each Participating Class and Putative Collective Member's share of the Net Fund calculated in accordance with this Agreement.
- 1.59. Settlement Check** means the check issued to each Participating Class Member, Putative Collective Member for their Settlement Amount and to PAGA Members for their PAGA Settlement Amount (other than those Participating Class Members and Participating Collective Members who elect Electronic Payment prior to entry of the Final Approval Order). For PAGA Members who are also Participating Class Members, the Settlement Amount and PAGA Settlement Amount will be combined in one check.
- 1.60. Sales Representative** means individuals employed by Odoo in the exempt-classified job titles of Account Executives, Account Managers, Channel Account Managers, Partner Recruiters, Sales Specialists, and Customer Success Managers.
- 1.61. Total Settlement Amount** means Four Million Five Hundred Thousand dollars (\$4,500,000.00), which is the total amount that Defendants have agreed to pay to fully resolve these claims, subject to Section 9.1(b), and which includes Court-approved

Attorneys' Fees and Costs; Court-approved Service Awards; all interest; all liquidated damages; the PAGA Fund; and settlement administration costs. The Total Settlement Amount does not include Employer Payroll Taxes, which Defendants shall pay separately.

- 1.62. Work Dates** means each Sales Representative's first and last date of employment as a Sales Representative based on Odoo's records.

2. MOTION FOR PRELIMINARY SETTLEMENT APPROVAL

- 2.1. Preliminary Approval.** Plaintiffs' Counsel shall submit the Preliminary Approval Motion to the Court within Seven (7) Days of the date this Agreement is fully executed. The Motion shall include: (1) the proposed Notice attached hereto as **Exhibit A**; (2) a proposed Preliminary Approval Order; and (3) the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying the Class and Collective under Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b) for settlement purposes only and preliminarily approving the Agreement. The Motion will seek a date for the Fairness Hearing before the Court at the earliest practicable date.

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

- 3.1.** The Settlement Administrator will be ILYM, or such Settlement Administrator which may be agreed upon by the Parties and approved by the Court.
- 3.2. Settlement Administration Costs.** The Settlement Administrator's costs and expenses, not to exceed \$16,750, shall be paid from the Total Settlement Amount
- 3.3. Duties of the Settlement Administrator.** The Settlement Administrator will be responsible for: (1) establishing a QSF account; (2) preparing, printing, and disseminating the Notice via First Class U.S. Mail, email, and text message to Class Members and Putative Collective Members; (3) preparing and upon Defendants' approval, sending Defendants' notices of the settlement to "appropriate federal officials" in the states in which Class Members reside as well as to other state regulators and federal agencies as required by the Class Action Fairness Act of 2005, to be sent within 10 days of filing of the Preliminary Approval Motion; (4) making commercially reasonable searches for new address with no forwarding address, including by tracing any Notices returned undeliverable by mail, email, or text up to two times to obtain a new mailing address, email address, or phone number and resending the Notices, and sending Notice via 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; (5) maintaining an email address and toll-free phone number which Class and Collective Members can use to make inquiries and provide address updates; (6) preparing, monitoring, and maintaining a website where Class and Collective Members can elect Electronic Payment (and as a condition to such election, electronically agree to the release of claims set for in Section 10 below), review the Settlement Agreement, Notice, contact

information for the Settlement Administrator and Plaintiffs' Counsel, and provide address updates; (7) promptly furnishing to Plaintiffs' Counsel and Defendants' Counsel copies of any Class Members' Objections and Opt-Out Statements that the Settlement Administrator receives; (8) receiving and tracking Class Members' Opt-Out Statements, Objections, and other correspondence; (9) confirming the number of Eligible Workweeks and Eligible PAGA Periods attributable to each Class Member, Collective Member, and PAGA Member; determining the Settlement Amount allocated to each Class and Putative Collective Member, and the 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 Odoo's funding obligations for Employer Payroll Taxes; (10) issuing Electronic Payments to those Participating Class Members, Putative Collective Members, and PAGA Members who timely elect Electronic Payment and preparing and mailing Settlement Checks to Participating Class Members, Putative Collective Members and PAGA Members who do not timely elect Electronic Payment; (11) preparing and sending Reminders via mail and email, and text message to Putative Collective Members, Participating Class Members, and PAGA Members who have not yet cashed their Settlement Checks or received Electronic Payment, reminding them to cash their checks; (12) providing a report of uncashed checks to the Parties' counsel half-way through the Check Cashing Period; (13) making commercially reasonable searches for new address with no forwarding address, including by skip-tracing any Settlement Checks returned undeliverable up to two times to obtain a new mailing address and resending the checks; (14) distributing any Court-approved Service Awards and Attorneys' Fees and Costs; (15) calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; (16) determining the tax characterization of the Service Awards; (17) working with Class Counsel and Defendants' Counsel to resolve disputes raised by Class Members and Putative Collective Members regarding Odoo's records and/or the calculation of their Settlement Amount pursuant to Section 9.8 below; (18) referring to Plaintiffs' Counsel all inquiries by Class and Collective Members regarding matters not within the Settlement Administrator's duties specified herein; (19) retaining and providing a copy of Settlement Checks endorsed by Participating Class Members and Participating Collective Members to Parties' counsel and, as applicable, retaining and providing a copy to of each Participating Class Members' and Participating Collective Members' election to receive Electronic Payment so that Plaintiffs' Counsel can file the negotiated checks or electronic payment form with the Court; (20) timely responding to communications from the Parties' counsel; (21) 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 Class and Collective Members; (22) protecting the personal data of Class and Collective Members, including Social Security numbers, from public disclosure; (23) indemnifying the Parties for any penalty or interest arising out of an incorrect calculation or late deposit of the same; (24) 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; (25) preparing and providing a compliance affidavit in connection with the Application for Final Approval; (26) 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 duties.

- 3.4. Settlement Administrator Indemnity.** The Settlement Administrator shall indemnify the Parties and counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters.
- 3.5. Access to the Settlement Administrator.** The Parties will have reasonable access to the Settlement Administrator and all information related to the administration of the Settlement throughout the settlement administration period, but Plaintiffs and their counsel shall not have access to, or be provided with the social security numbers of any Class Members, Putative Collective or PAGA Members, which shall be kept confidential by the Settlement Administrator. The Settlement Administrator will provide regular reports to counsel for the Parties regarding the status of the mailing of the Notice, Settlement Checks, PAGA Settlement Checks, and Reminders and the payment of the Electronic Payments.
- 3.6.** Defendants agree to cooperate with the Settlement Administrator and to provide accurate information to the extent reasonably available and necessary to calculate the Settlement Amounts to be distributed pursuant to this Agreement and locate Class and Collective Members.
- 4. NOTICE**
- 4.1. Class List.** Within seven (7) Days of the Preliminary Approval Order, Defendants' Counsel shall provide the Settlement Administrator and Plaintiffs' Counsel with the Class List. The Settlement Administrator will verify that it agrees with Defendants' calculation of the Eligible Workweeks, and shall also provide the Parties with those calculations regarding the number of Eligible Workweeks included in the Class List, so that the Parties are able to determine whether Defendants are required to increase the Total Settlement Amount in accordance with Section 9.1(b).
- 4.2. Notice Content.** The Notice will include a description of the claims and this Agreement, the Class or Collective Member's Work Dates and whether Odoo's records reflect that they signed an arbitration agreement, information about how to dispute Odoo's records, the estimated amount of each Class and Putative Collective Member's Settlement Check, and the opportunity (and consequences) of objecting or opting-out (for Class Members) or participating by either electing Electronic Payment or endorsing and cashing a Settlement Check (for Participating Class Members and Putative Collective Members), and/or to appear at the Fairness Hearing, as applicable. The Notice will advise Class and Collective Members of a website where they can review information regarding the settlement and elect Electronic Payment. The Settlement Administrator shall send text message notices that comply with the Telephone Consumer Protection Act (TCPA), 47 USC § 227 (or similar state or local laws).
- 4.3. Notice Distribution.** Within twenty-one (21) Days of the Preliminary Approval Date, the Settlement Administrator shall send to all Class and Putative Collective Members the

Court-approved Notice via mail, e-mail, and text message, with a link and/or QR code to the website.

- 4.4. Skip Trace and Remailing.** The Settlement Administrator shall use all commercially reasonable means to confirm Class and Putative Collective Members' addresses and obtain new addresses, as necessary. In the event that a Notice is returned as undeliverable, the Settlement Administrator shall attempt to obtain a correct address, including by tracing any Notices returned undeliverable by mail, email, or text up to two times to obtain a new mailing address, email address, or phone number and resending the Notices by mail and/or other relevant means, provided that no remailing takes place after the 30th day after the initial mailing is sent out. The Settlement Administrator shall also mail or email a Notice to any Class or Putative Collective 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. In advance of the Fairness Hearing, the Settlement Administrator shall submit a compliance affidavit reflecting completion of these efforts.

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 Odoo wage and hour 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 serve copies of each Opt-Out Statement on Plaintiffs' Counsel and Defendants' Counsel no later than three (3) Days after receipt. The Settlement Administrator shall provide all Opt-out Statements as exhibits to its compliance affidavit to be filed with the Motion for Final Approval. 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 the Effective Date.

6. OBJECTIONS TO SETTLEMENT

- 6.1.** Participating Class Members shall have until the Bar Date to object.
- 6.2.** Participating Class Members who wish to object to the Settlement at the Fairness Hearing must first do so in writing. To be considered, such Objection must be sent to the Court 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. All objections will be scanned into the electronic case docket, and the parties will receive

electronic notices of filings. Class Members who opt out may not object.

- 6.3. An Objector has the right to appear at the Fairness Hearing either on their own behalf or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state their intention to do so in writing on their Objection at the time they submit their Objection. An Objector may withdraw their Objection at any time.
- 6.4. The Parties may file with the Court written responses to any filed Objections no later than three (3) Days before the Fairness Hearing.

7. FAIRNESS HEARING AND APPLICATION FOR FINAL APPROVAL

- 7.1. After the Bar Date, in accordance with the schedule set by the Court in the Preliminary Approval Order and in advance of the Fairness Hearing, Plaintiffs' Counsel shall file supporting documents and materials for final approval of the Settlement ("Motion for Final Approval"). The Motion for Final Approval will include a compliance affidavit from the Settlement Administrator; an application for Attorneys' Fees and Costs and Service Awards; supporting affidavits and documents from Plaintiffs' Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to the Agreement; and a proposed Final Approval Order.
- 7.2. At the Fairness Hearing, and through the Motion for Final Approval, the Parties shall request that the Court, among other things: (1) finally certify the Class for purposes of settlement only; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and binding on all Participating Class Members, Participating Collective Members, and PAGA Members; (3) order the Settlement Administrator to distribute Electronic Payments to Participating Class Members, Participating Collective Members, and PAGA Members who timely elected Electronic Payment and to distribute Settlement Checks to all other Putative Collective Members, Participating Class Members, and PAGA Members; (4) order Service Awards, Attorneys' Fees and Costs, settlement administration costs, and the LWDA Payment to be paid from the QSF; (5) order dismissal with prejudice of all Released Class Claims, Released Collective Claims, and Released PAGA Claims asserted in the Operative Complaint, as set forth herein; (6) order entry of the Final Approval Order, in accordance with this Agreement; and (7) retain jurisdiction over the interpretation, implementation, and enforcement of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation or enforcement of this Agreement and of the settlement contemplated hereby.

8. TERMINATION OF AGREEMENT

- 8.1. **Grounds for Settlement Termination.** Either Party may terminate the Agreement if the Court declines to enter the Preliminary Approval Order or the Final Approval Order, except if the Court declines to enter the Preliminary Approval Order or the Final Approval Order due solely to the amount of attorneys' fees sought by Plaintiffs' Counsel. This Agreement is not contingent upon the Court's approval of Plaintiffs' Counsel's application for

attorneys' fees, and if the Court approves the settlement payments allocated to Class Members as set forth in this Agreement, but not the application for attorneys' fees, the Agreement may not be terminated.

8.2. Procedures for Termination. To terminate this Agreement pursuant to Section 8.1, the terminating Party shall give written notice to the other Party via email and overnight mail within two (2) Court Days of the Court's declining to enter the Preliminary Approval Order or Final Approval Order.

8.3. Effect of Termination. Termination shall have the following effects:

- a.** The Agreement shall be terminated as to the affected Parties and shall have no force or effect.
- b.** Defendants shall have no obligation to make any payments to any party, Class or Collective Member, or Plaintiffs' Counsel, except that Defendants shall be responsible for (i) the costs and fees associated with the Settlement Administrator subsequent to the signing of this Agreement, and (ii) the costs and expenses of the Settlement Administrator associated with the mailing of the termination notice to Class and Putative Collective Members, informing them of the settlement termination, if any.
- c.** If the Court grants Preliminary Approval, but not Final Approval, the Settlement Administrator will provide a Court-approved notice to Participating Class Members and Putative Collective Members that the Agreement did not receive Final Approval, and that, as a result, no payments will be made to Participating Class members or Putative Collective Members under the Agreement. Such notice shall be sent by the Settlement Administrator via email and First-Class U.S. Mail.
- d.** The Parties may jointly or individually seek reconsideration of a ruling by the Court declining to enter the Preliminary Approval Order or Final Approval Order in the form submitted by the Parties, or seek approval of a renegotiated settlement.
- e.** Litigation will resume as if not settlement had been attempted and the Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in prior to the entering of this Agreement, including that Court-ordered tolling will remain in effect, *see* ECF No. 33. All Parties retain all arguments, including that Defendants retain the right to contest whether the claims should be maintained as a class or collective action, and to contest the merits of the claims being asserted. If the Court has entered the Preliminary Approval Order, the Preliminary Approval Order shall be null and void, and the case may be certified only if Plaintiffs is granted class or collective certification after full briefing on a motion for such certification, or if the Parties agree otherwise.

9. SETTLEMENT TERMS

9.1. Settlement Amount

- a. **Total Settlement Amount.** Defendants agree to pay a Total Settlement Amount of Four Million Five Hundred Thousand dollars (\$4,500,000.00), subject to the Escalator Clause set forth in Section 9.1(b).
- b. **Escalator.** This settlement is intended to cover no more than 36,878 workweeks. Should the total number of workweeks increase by more than 10% (more than 40,565.8 total workweeks), Odoo will have option to either increase the Total Settlement Amount by a proportionate additional amount for each additional workweek beyond 40,565.8 or, if the 10% increase occurs before the earlier of March 7, 2024 or the date of the Preliminary Approval Order, Odoo may elect to shorten the Release Date to the date corresponding to the accrual of 40,565.8 workweeks instead of paying more for each additional workweek beyond that threshold.
- c. **Funding Date.** Defendants shall pay the Total Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator on or before the Funding Date.

9.2. Unclaimed Funds.

- a. **Class Members Who Do Not Participate.** The Settlement Amounts allocated to Class Members who submit Opt-Out Statements, if any, will become part of the Net Fund to be distributed to Putative Collective Members and Participating Class Members.
- b. **Participating Class Members and Putative Collective Members.** Any check not cashed after Cash Checking Period shall be deposited in the Participating Class Member, Putative Collective Member, or PAGA Member's name as unclaimed property under applicable state procedure for unclaimed property.

9.3. Attorneys' Fees and Costs.

- a. At the Fairness Hearing and through the Motion for Final Approval, Plaintiffs' Counsel will petition the Court for an Order of attorneys' fees of up to one-third of the Total Settlement Amount, or \$1,500,000.00, plus reimbursement of their reasonable out-of-pocket costs, not to exceed \$30,000.00, to be paid from the QSF. Defendants will not oppose this application, including request for reconsideration if the application is denied or modified by the Court.
- 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 Application for Final Approval. 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.

9.4. Service Awards.

- a. In consideration of the services rendered to the Class and Collective, Plaintiffs will apply to the Court to receive up to Fifteen Thousand Dollars (\$15,000.00) each to Plaintiffs Carr, Kaye and Prado; and of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff Rivas, as Service Awards from the Total Settlement Amount.
- 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 Award will not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval, Final Approval Order, or the fairness or reasonableness of this Agreement. Defendants 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 10.4 will be executed by Plaintiffs in consideration for receiving and accepting the Service Award.

9.5. PAGA Fund and PAGA Payments. One Hundred and Fifty Thousand Dollars (\$150,000.00) of the Total Settlement Amount shall be allocated for the PAGA Fund, of which \$112,500.00 shall be allocated for the LWDA Payment and \$37,500 shall be allocated for the PAGA Payment and paid to PAGA Members, pursuant to the allocation formulas as set forth below in Section 9.7.

9.6. Class and Collective Members' Payments.

- a. Allocation to Class and Putative Collective Members.
 - 1. Class and Putative Collective Members will receive 1 point for each Arbitration Workweek during the applicable class or collective period;
 - 2. Class and Putative Collective Members will receive 1.5 points for each Eligible Workweek during the Class Period that is not an Arbitration Workweek.
- b. To calculate each Class and Collective Member's initial proportionate share:

1. Add all points for all Class and Putative Collective Members together to obtain the “Denominator”;
2. Divide the number of points for each Class and Collective Member by the Denominator to obtain each Class and Collective Member’s “Portion of the Net Settlement Fund”;
3. Multiply each Class and Collective Member’s Portion of the Net Settlement Fund by the sum of the Net Fund to determine each Class and Collective Member’s initial Settlement Amount;
4. For each Class and Collective Member, their Settlement Amount will be the amount of their Electronic Payment (if timely elected) or Settlement Check, except that PAGA Members will also be entitled to an additional PAGA Settlement Amount.

9.7. 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:
 - a. Add all points for all PAGA Members together to obtain the “Denominator”;
 - b. Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member’s “Portion of the PAGA Payment”;
 - c. Multiply each PAGA Member’s Portion of the PAGA Payment by the PAGA Fund to determine each PAGA Member’s PAGA Settlement Amount;
 - d. Each PAGA Member will receive a separate PAGA Settlement Amount in addition to the amount that they are entitled to recover as a Class Member.

9.8. Settlement Amount Disputes. The calculation of Eligible Workweeks and Arbitration Workweeks shall be confirmed by the Settlement Administrator based on Defendants’ Eligible Workweek calculations in accordance with this Agreement. The Notice shall advise Class and Putative Collective Members of their Work Dates, Eligible Workweeks, and whether Odoo’s records reflect that they signed an arbitration agreement. If a Class or Putative Collective Member disputes Odoo’s records and/or the calculation of their

Settlement Payment, they must provide written documentation supporting their contention to the Settlement Administrator. Odoo's records are presumed to be correct unless the Class or Putative Collective Member proves otherwise with documentary evidence. The Settlement Administrator will evaluate the information that the Class or Collective Member provides and will make the final decision as to any dispute.

9.9. Timing of Payments. Within Thirty (30) Days after the Funding Date, the Settlement Administrator will issue Electronic Payments to Participating Class Members, Participating Collective Members, and PAGA Members who timely elected the Electronic Payment and mail Settlement Checks to Participating Class Members, Putative Collective Members, and PAGA Members, the Service Award to Plaintiffs, and the LWDA Payment to the LWDA, and will wire Court-approved Attorneys' Fees and Costs to Plaintiffs' Counsel.

9.10. Cashing Period.

- a. Participating Class Members, Putative Collective Members, and PAGA Members who did not timely elect the Electronic Payment option and who will therefore receive Settlement Checks will have one-hundred twenty (120) Days from the date that Settlement Checks are mailed by the Settlement Administrator to cash, deposit, or otherwise negotiate their checks.
- b. **Reminders.** The Parties agree they will use robust efforts to ensure that 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 120-day deadline. The Settlement Administrator will send reminders Forty-five (45) after the issuance of checks via mail, e-mail, and text message to Putative Collective Members, Participating Class Members, and PAGA Members who have not yet cashed their Settlement Checks or received electronic payment, reminding them to cash their checks. After ninety (90) Days from the issuance of the checks, the Settlement Administrator shall provide a report of any uncashed checks to the Parties' counsel, and Plaintiffs' Counsel and/or the Settlement Administrator will make reasonable efforts to contact Putative Collective Members, Participating Class Members, and PAGA Members who have not yet cashed their Settlement Checks. The settlement administrator will take all reasonable steps to obtain the correct contact information for any Class Members and Putative Collective Members for whom the check is returned as undeliverable and shall attempt a re-mailing to any Class Member and Putative Collective Members for whom it obtains more recent contact information.

9.11. Tax Characterization and Defendants' Payroll Tax Responsibility.

- a. For Participating Class Members and Participating Collective Members, the

Settlement Administrator shall allocate 1/3 (33.33%) of the payment as W-2 wage payments and 2/3 (66.67%) of the payment as 1099 non-wage compensation as liquidated damages, statutory penalties, and interest.

- b. For PAGA Members, the Settlement Administrator shall allocate 100% of the payment as 1099 non-wage compensation as statutory penalties.
- c. Payments treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service (“IRS”) and the payee under the payee’s name and Social Security number on an IRS Form W-2. Payments treated as liquidated damages, statutory penalties, and interest shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee’s name and social security number on an IRS Form 1099. 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 Electronic Payments, 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 the Service Awards will be reported as deemed appropriate by the Settlement Administrator.
- d. The employee portion of all applicable income taxes for the wage payments and any tax responsibility for the non-wage payments will be the sole responsibility of the individual Participating Class Member and Participating Collective Member.
- e. Defendants 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.

10. RELEASE OF CLAIMS

10.1. Collective Release. Each Putative Collective Member or Participating Class Member who opts-in to the Settlement by either electing Electronic Payment or cashing or otherwise negotiating their Settlement Check during the Check Cashing Period shall, as a result of electing Electronic Payment or cashing or otherwise negotiating their Settlement Check during the Check Cashing Period, release and discharge the Released Parties from the Released Collective Claims as follows:

- a. Each Putative Collective Member or Participating Class Member who timely elects to receive their Settlement Amount via Electronic Payment shall, as part

of such election, electronically opt-in to the Settlement and agree to release and discharge the Released Parties from the Released Collective Claims. To facilitate this opt-in and release of claims, the Settlement Administrator's website shall display the release of claims language below and shall require that each Settlement Class Member electronically agree to such language as part of electing the Electronic Payment option. To receive Electronic Payment, the Settlement Class Member must, prior to entry of the Final Approval Order, elect to receive their Settlement Amount via Electronic Payment and electronically agree to the release of claims language below.

RELEASE OF CLAIMS:

By electing to receive my Settlement Amount via Electronic Payment, I (i) consent, agree, and opt in to be a party plaintiff in the case entitled *Kayed et. al. v. Odoo, Inc. et. al*, Case No. 3:23-cv-03728-LJC pending in the United States District Court of the Northern District of California and to the jurisdiction of the assigned Magistrate Judge in that case, (ii) designate Outten & Golden LLP to represent me for all purposes in the Litigation, and to make decisions on my behalf, along with Plaintiffs, concerning the Litigation, (iii) agree to be bound by the settlement negotiated and approved in the Litigation, and (iv) forever and fully release the Released Parties from the Released Collective Claims.

- b. Each Putative Collective Member and Participating Class Member who does not timely elect to receive their Settlement Amount via Electronic Payment will receive a Settlement Check, and those who cash or otherwise negotiate their Settlement Check during the Check Cashing Period will, by virtue of cashing or otherwise negotiating their Settlement Check, opt-in to the Settlement and release and discharge the Released Parties from the Released Collective Claims. To facilitate this opt-in and release of claims, all such Settlement Checks shall contain, on the back of the check, the following "back of the check" release:

By signing and/or cashing this check, I (i) consent, agree, and opt in to be a party plaintiff in the case entitled *Kayed et. al. v. Odoo, Inc. et. al*, Case No. 3:23-cv-03728-LJC pending in the United States District Court of the Northern District of California and to the jurisdiction of the assigned Magistrate Judge in that case, (ii) designate Outten & Golden LLP to represent me for all purposes in the Litigation, and to make decisions on my behalf, along with Plaintiffs, concerning the Litigation, (iii) agree to be bound by the settlement negotiated and approved in the Litigation, and (iv) forever and fully release the Released Parties from the Released Collective Claims.

- 10.2. Class Release.** By operation of the entry of the Final Approval Order except as to rights or claims as may be created by this Agreement, each Participating Class Member forever and fully releases the Released Parties from the Released Class Claims. All Settlement Checks to Participating Class Members shall also contain, on the back of the check, a limited

endorsement substantially similar to the release for Participating Collective Members, as set forth in Section 10.1. Additionally, each Participating Class Member who cashes or otherwise negotiates a Settlement Check shall release the Released Parties from the Released Collective Claims.

10.3. PAGA Release. By operation of the entry of the Final Approval Order, except as to rights or claims as may be created by this Agreement, each PAGA Member forever and fully releases the Released Parties from the Released PAGA Claims.

10.4. Release by Plaintiffs.

- a. In the event the Court approves and Plaintiffs receive and accept a Service Award, they will each additionally waive, release, and discharge Released Parties from all demands, claims and actions, whether known or unknown, relating to their employment or the termination of his employment with Defendants, including but not limited to claims under the Americans With Disabilities Act, Fair Labor Standards Act (including but not limited to claims for overtime compensation), 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 they sign this Agreement; provided, however, that Plaintiffs do not waive the right to file a charge or complaint with any administrative agency, but do waive any right to recover or receive any damages or other personal relief based on any demand, claim or action waived in this Paragraph brought on their own behalf or by any third party, including as a member of any collective or class action. Plaintiffs do not release any claim or right that cannot be released as a matter of law. As a material term of this Agreement, Plaintiffs further agree that as of the Effective Date of this Agreement, all of their rights under Section 1542 of the Civil Code of the State of California (or similar state statute) are waived as to any claims against Releasees. Section 1542 provides as follows: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.**

11. PARTIES' AUTHORITY

11.1. 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.

12. MUTUAL COOPERATION

12.1. 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.

13. NO ADMISSION OF LIABILITY

- 13.1.** Defendants deny all of the allegations made by Plaintiffs and deny that they are liable or owe 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, Defendants have 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 Defendants, nor as an admission that a class or collective should be certified for any purpose other than settlement purposes.

14. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

- 14.1. 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 their claims, or any related action, and any attempt to do so shall be of no force or effect.
- 14.2. 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.
- 14.3. Binding Effect.** This Agreement shall be binding upon the Parties.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.

- 14.7. Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, 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.
- 14.8. Continuing Jurisdiction.** The Court shall 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.
- 14.9. Waivers, etc. to Be in Writing.** No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment, 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.
- 14.10. 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.
- 14.11. 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.
- 14.12. Signatories.** This Agreement is valid and binding if signed by Defendants' authorized representatives and Plaintiffs.

WE AGREE TO THESE TERMS.

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

By: Spencer Carr
Spencer Carr

Dated: 04/29/2024, 2024

By: _____
Omar Kayed

Dated: _____, 2024

By: _____
Jesus Prado

Dated: _____, 2024

By: _____
Alonzo Rivas

Dated: _____, 2024

By: _____
Odoo, Inc.

By its _____

Dated: _____, 2024

By: _____
Odoo, S.A.

By its _____

Dated: _____, 2024

By: _____
Spencer Carr

Dated: _____, 2024

By:  _____
Omar Kayed

Dated: 04/26/2024, 2024

By: _____
Jesus Prado

Dated: _____, 2024

By: _____
Alonzo Rivas

Dated: _____, 2024

By: _____
Odoo, Inc.

By its _____

Dated: _____, 2024

By: _____
Odoo, S.A.

By its _____

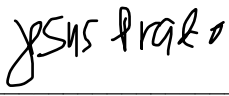
Dated: _____, 2024

By: _____
Spencer Carr

Dated: _____, 2024

By: _____
Omar Kayed

Dated: _____, 2024

By:  _____
Jesus Prado

Dated: 04/30/2024, 2024

By: _____
Alonzo Rivas

Dated: _____, 2024

By: _____
Odoo, Inc.

By its _____

Dated: _____, 2024

By: _____
Odoo, S.A.

By its _____

Dated: _____, 2024

By: _____
Spencer Carr

Dated: _____, 2024

By: _____
Omar Kayed

Dated: _____, 2024

By: _____
Jesus Prado

Dated: _____, 2024

By:  _____
Alonzo Rivas

Dated: 04/29/2024, 2024

By: _____
Odoo, Inc.

By its _____

Dated: _____, 2024

By: _____
Odoo, S.A.

By its _____

Dated: _____, 2024

By: _____
Spencer Carr

Dated: _____, 2024

By: _____
Omar Kayed

Dated: _____, 2024

By: _____
Jesus Prado

Dated: _____, 2024

By: _____
Alonzo Rivas

Dated: _____, 2024

By: Fabrice Henrion
Odoo, Inc.

By its Director

Dated: May 14, 2024



By: Fabien Pinckaers
Odoo, S.A.

By its CEO

Dated: May 14, 2024



1. EXHIBIT A-1 (CLASS NOTICE)

OFFICIAL NOTICE OF CLASS ACTION SETTLEMENT

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for Odoo in California or New York as an exempt salesperson you may be entitled to a payment from a class action lawsuit settlement.

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

- You have received this Notice because Odoo's records show that you were employed as a covered Sales Representative in the State of California between October 21, 2018 and [the Release Date], and/or in the State of New York between October 21, 2016 and [the Release Date].
- Former Odoo employees filed a lawsuit against Odoo alleging that it misclassified them and other similarly situated employees as "exempt" from overtime and failed to pay overtime premium compensation for all hours worked over 40 in a workweek and/or over eight hours in a workday, and other related claims.
- Odoo denies these allegations and claims. The Court has not made any ruling on the merits of any of these claims. The Parties have entered into a settlement in order to avoid the inconvenience and expense of further disputes and litigation.
- Your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes and withholdings.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW AND GET A PAYMENT	If you do nothing, you will release the Released Class Claims and will be sent a settlement check of approximately \$[AMOUNT], subject to applicable taxes and withholdings. If you would prefer to receive your settlement payment electronically, you can elect to do so by visiting this website: [EMAIL VERSION: www.[website].com] / [MAILED VERSION: www.[website].com] AND QR CODE]. By electing the electronic payment option or by cashing or otherwise negotiating the settlement check, you will also release the additional Released Collective Claims which are discussed in Section 10 below. Even if you do not elect the electronic payment option or cash or otherwise negotiate the settlement check, you will have released the Released Class Claims, but you will not release the Released Collective Claims.

EXCLUDE YOURSELF (“OPT-OUT”)	If you do not want to participate in the settlement and want to retain your right to sue Odoo for unpaid wages and related claims under California law, you must submit a written, signed Opt-Out Statement to the Settlement Administrator, as discussed in Section 11 below. If you submit an Opt-Out Statement, you will not be eligible to receive a settlement payment or object to the settlement, but will receive the PAGA payment discussed in Section 19 below, if you are eligible for that payment.
OBJECT TO THE SETTLEMENT	You may write to the Court about why you object to the settlement. More information about objecting is set forth in Section 15 below. If you submit an Opt-Out Statement, you may not object to the Settlement.

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

BASIC INFORMATION

1. Why did I get this Notice?

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

The Honorable Lisa J. Cisneros, United States Magistrate Judge in the Northern District of California, is overseeing the litigation. The litigation is known as *Kayed et. al. v. Odoo, Inc, et. al.*, Case No. 3:23-cv-03728-LJC.

2. Who is covered by this settlement?

Individuals who were employed by Odoo as a covered Sales Representative either in the State of California between October 21, 2018 and [the Release Date], and/or in the State of New York between October 21, 2016 and [the Release Date] are considered “Class Members.”

For purposes of this settlement, a “Sales Representative” is any individual employed by Odoo in the exempt-classified job titles of Account Executives, Account Managers, Channel Account Managers, Partner Recruiters, Sales Specialists, and Customer Success Managers.

3. What is the case about?

The case is about whether Odoo “misclassified” Sales Representatives as exempt from federal and state overtime protections. The case also alleges a failure to: (i) reimburse for business expenses, (ii) timely pay wages upon separation from employment, and (iii) provide timely, accurate, and itemized wage statements. Additionally, the case alleges claims pursuant to California Unfair

Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* and the Private Attorneys General Act, Cal. Lab. Code. §§ 2698, *et seq.* The case also alleges that Odoo violated New York law by failing to provide accurate wage statements and wage notices.

Odoo denies all of these allegations and believes that the Sales Representatives were properly classified and received all wages and payments to which they were entitled. The Court has not made any ruling on the merits of the claims, and no party has prevailed in this action.

4. Why is this a class/collective action?

In a class action, one or more people called “class representatives” bring claims on behalf of other people who have similar claims. The people are called “class members” and together are the “class.” Similarly, in a collective action, one or more people can seek to represent a “collective” of similarly situated people. The individuals who initiated a class/collective action are called the “Plaintiffs.” In a class/collective action, the Plaintiffs ask the court to resolve the issues for every member of the class and collective.

5. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Odoo, and has not decided whether the case may proceed as a class action outside of the settlement context. Both sides believe they will prevail in litigation, but there has been no decision in favor of either party. Instead, the Parties have agreed to resolve this matter solely to avoid the burden, expense, delay, and risks associated with litigation. Plaintiffs and Class Counsel think the settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Under the settlement, Odoo has agreed to pay: (1) settlement awards to individual Participating Class Members and Participating Collective Members; (2) attorneys’ fees of up to one-third of the Total Settlement Amount plus reimbursement of actual litigation expenses and costs up to \$30,000.00; (3) Service Awards of up to a total of \$55,000 to the four Named Plaintiffs; (4) \$150,000 to resolve claims under California’s Private Attorneys General Act (PAGA), \$112,500 will be paid to the California Labor and Workforce Development Agency and \$37,500 to individual PAGA Members; and (5) the Settlement Administrator’s fees and costs up to \$16,750. The Total Settlement Amount is \$4,500,000.

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

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

The formula that has been approved by the Court to calculate your settlement payment is based on the number of weeks you worked and whether Odoo's records show that you signed an arbitration agreement. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at [www.\[website\].com](http://www.[website].com) or by contacting Class Counsel using the information in Section 21 below.

The Settlement Administrator received information from Odoo's records to calculate your payment. Odoo's records indicate that you worked for the company as a Sales Representative from <<[Start Date]>> to <<[End Date]>>. Please note that your settlement payment will only cover weeks worked, excluding any full weeks spent on a leave of absence between October 21, 2016 and [insert Release Date] for time worked in New York, and between October 21, 2018 and [insert Release Date] for time worked in California. Odoo's records indicates that you [did/did not] sign an arbitration agreement.

If you have questions about your calculation, you may contact the Settlement Administrator at [insert number] or using the information in Section 11 below. If you want to dispute Odoo's records and/or the calculation of your settlement payment, you must notify the settlement administrator and provide written documentation supporting your contention. Odoo's records are presumed correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate any information you provide and will make the final decision as to any dispute.

HOW YOU GET A PAYMENT

8. How can I get my payment?

If you wish to participate in the Settlement and receive 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 \$[AMOUNT] by mail.

If you would like to receive your payment electronically, you may elect to do so by going to this website to select your payment option: [EMAIL VERSION: [www.\[website\].com](http://www.[website].com)] / [MAILED VERSION: [www.\[website\].com](http://www.[website].com) AND QR CODE]. If your mailing address has changed, please contact the Settlement Administrator or update your address online at the same website.

9. When will I get my settlement payment?

The Court will hold a hearing on _____, at _____ to determine final approval for the settlement. This date may change without further notice to class members. Please check [settlement website] to confirm that the date has not changed. If the Court grants final approval, and the approval order is not appealed, settlement checks and electronic payments are anticipated to be distributed approximately two and a half months after the Court grants final approval. Please be patient and update the Settlement Administrator if your mailing address changes.

You will have 120 days after the issuance of the settlement check to cash the check before it becomes null and void.

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

If you do not exclude yourself (opt-out) from the settlement (as described in Section 11 below), you will release the Released Class Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Odoo asserting any and all California and/or New York wage and hour claims pled in the operative Complaint, or that could have been pled based on the facts alleged in the operative Complaint, and that accrued during your employment as an exempt-classified Sales Representative, relating back to October 21, 2018 for California and back to October 21, 2016 for New York, and continuing through [insert Release Date], including, without limitations, all claims for unpaid overtime wages, claims related to wage statements and wage notices, untimely payment of wages, and unreimbursed expenses, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

Additionally, if you elect to receive your settlement payment via electronic payment or you cash or otherwise negotiate your settlement check, you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Odoo asserting the wage and hour claims pled in the operative Complaint, or that could have been pled based on the facts alleged in the operative Complaint, and that accrued during your employment as an exempt-classified Sales Representative, relating back to October 21, 2019, and continuing through [insert Release Date], including, without limitations, all state and federal claims for unpaid overtime wages and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to release your claims, then you must take steps to do so. This is referred to as "opting out" of the settlement or "excluding yourself" from the settlement.

11. How do I opt out of the settlement?

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

If you submit an Opt-out Statement, you will **not** receive a payment. You will retain the right to bring your own legal action against Odoo. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date.

If you ask to be excluded, you cannot object to the settlement.

To opt-out of the settlement, mail an Opt-out Statement to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR CONTACT]

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

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

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all class members. These lawyers are called “Class Counsel.” You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. You do not need to retain your own attorney in order to participate as a Class Member. If you do not opt out of the class and want to be represented by your own lawyer, you may hire one at your own expense. The contact information for Class Counsel is in Section 21 below.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Total Settlement Amount for their attorneys’ fees. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for up to \$30,000.00 for the out-of-pocket costs they incurred litigating the case.

OBJECTING TO THE SETTLEMENT

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

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

If you have not submitted an Opt-out Statement, you can ask the Court to deny approval by filing an objection, or you can object to any portion of the settlement which you disapprove. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number *Kayed, et. al. v. Odoo, Inc, et. al.*, Case No. 3:23-cv-03728-LJC), (b) include all of the following: (i) all reasons for objecting to the settlement, and any supporting documentation; and (ii) your name, address, and telephone number, (c) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, [insert appropriate Court location here], and (d) be filed or postmarked on or before _____.

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

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

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

THE COURT'S FAIRNESS HEARING

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

The Court will hold the Fairness Hearing on _____ at _____. This date may change without further notice to class members. Please check [settlement website] to confirm that the date has not changed.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the contact information provided in Section 21 below if you have any questions about the Fairness Hearing.

18. Do I have to attend the fairness hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to attend the hearing at your own expense; if you wish to do so, please contact Class Counsel. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have

mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. PAGA Member Additional Payment

The lawsuit also included a California Private Attorneys General Act (“PAGA”) claim brought on behalf of the State of California that sought civil penalties from Odoo for the overtime and other violations that Plaintiffs alleged.

As part of the settlement of the PAGA claim, Odoo agreed to pay \$150,000.00, which will be distributed according to PAGA’s requirement that 75% (or \$112,500.00) be distributed to the California Labor Workforce Development Agency and the remaining 25% (or \$37,500.00) be paid to PAGA Members.

If you work or worked for Odoo as a Sales Representative in California from October 21, 2021 through [insert Release Date] (“PAGA Period”), you are a “PAGA Member.”

If you are a PAGA Member, and if the Court approves the PAGA settlement, you will release the Released PAGA Claims and will be precluded from bringing any and all claims relating to penalties under PAGA that accrued during your employment as an exempt-classified Sales Representative during the PAGA Period, and will receive a portion of the PAGA settlement amount. This means that you cannot sue, continue to sue, or be part of any other legal action against Odoo asserting claims relating to penalties under California’s PAGA 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, and that accrued during employment as an exempt-classified Sales Representative, relating back to October 21, 2021 and continuing through [insert Release Date].

Your individual PAGA settlement payment will be determined by your proportional share of the \$37,500.00 based on the number of pay periods you worked between October 21, 2021 and [insert Release Date].

Even if you choose to opt out of the California settlement, you will still release the Released PAGA Claims and be sent a check for your portion of the PAGA settlement. If you choose not to cash your PAGA settlement check, the check amount will revert to the California unclaimed property fund.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the Settlement Agreement available at [www.\[website\].com](http://www.[website].com), by contacting Class Counsel using the contact information in Section 21 below or the Settlement Administrator using the contact information in Section 11 above, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United

States District Court for the Northern District of California, 450 Golden Gate Ave, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

21. How do I get more information?

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

Melissa L. Stewart
OUTTEN & GOLDEN LLP
695 Third Avenue, 25th Floor
New York, NY 10017
Telephone: [insert number]
Odoo@outtengolden.com

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: [insert number]
Odoo@outtengolden.com

DATED: _____, 20__

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S
OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**

EXHIBIT A-2 (COLLECTIVE NOTICE)

OFFICIAL NOTICE OF SETTLEMENT AND OPPORTUNITY TO JOIN

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for Odoo as an exempt salesperson you may be entitled to a payment from a collective action settlement.

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

- You have received this Notice because Odoo's records show that you were employed by Odoo as a covered Sales Representative in the United States, except in California or New York, between October 21, 2019 and [the Release Date]. If believe you were employed by Odoo in California or New York, please contact the Settlement Administrator at [insert email].
- Former Odoo employees filed an action against Odoo, alleging that it misclassified them and other similarly situated employees as "exempt" from overtime and failed to pay overtime premium compensation for all hours worked over 40 in a workweek.
- Odoo denies these allegations and claims. The Court has not made any ruling on the merits of these claims. The Parties have entered into a settlement in order to avoid the inconvenience and expense of further disputes and litigation. .
- Your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes and withholdings.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW GET A PAYMENT LATER	You do not have to do anything to receive a settlement check. If you do nothing, you will be sent a settlement check of approximately \$[AMOUNT], subject to applicable taxes and withholdings. If you would prefer to receive your settlement payment electronically, you can elect to do so by visiting this website: [EMAIL VERSION: www.[website].com] / [MAILED VERSION: www.[website].com AND QR CODE]. If you elect the electronic payment option or you endorse and deposit the settlement check, you will release the Released Collective Claims which are discussed in Section 10 below.

DO NOTHING NOW DO NOT CASH A SETTLEMENT CHECK LATER	If you do not wish to be bound by the settlement, you should not sign or attempt to cash or deposit the settlement check. You will retain your right to file your own legal action against Odoo, should you choose.
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- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Court must still approve the settlement. Settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

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

The Honorable Lisa J. Cisneros, United States Magistrate Judge in the Northern District of California, is overseeing the litigation. The litigation is known as *Kayed et. al. v. Odoo, Inc, et. al.*, Case No. 3:23-cv-03728-LJC.

2. Who is covered by this settlement?

Individuals who were employed by Odoo as a covered Sales Representative in a state other than California or New York between October 21, 2019 and [insert Release Date], and are considered “Putative Collective Members.” If you believe you were employed by Odoo in California or New York, please contact the Settlement Administrator using the information in Section 7.

For purposes of this settlement, a “Sales Representative” is any individual employed by Odoo in the exempt-classified job titles of Account Executives, Account Managers, Channel Account Managers, Partner Recruiters, Sales Specialists, and Customer Success Managers.

3. What is the case about?

The case is about whether Odoo “misclassified” Sales Representatives as exempt from federal and state overtime protections and failed to pay proper overtime wages, reimburse expenses, and provide proper wage statements and wage notices.

Odoo denies all of these allegations and believes that the Sales Representatives were properly classified and received all wages and payments to which they were entitled. The Court has not made any ruling on the merits of the claims, and no party has prevailed in this action.

4. Why is this a collective action?

In a “collective action,” one or more persons called the “Named Plaintiffs” sue on behalf of people who have similar claims. However, the other employees who have similar claims do not become part of the collective action until they “opt in” to the lawsuit. You may “opt in” to and participate in the settlement by cashing or endorsing a settlement check, or electing Electronic Payment, which the Settlement Administrator will distribute to you if the settlement is finally approved by the Court.

5. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Odoo, and has not decided whether the case may proceed as a collective action outside of the settlement context. Both sides believe they will prevail in litigation, but there has been no decision in favor of either party. Instead, the Parties have agreed to resolve this matter solely in order to avoid the burden, expense, delay, and risks associated with continued litigation.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Under the settlement, Odoo has agreed to pay: (1) settlement awards to individual Participating Class Members and Participating Collective Members; (2) attorneys’ fees of up to one-third of the Total Settlement Amount plus reimbursement of actual litigation expenses and costs up to \$30,000.00; (3) Service Awards of up to a total of \$55,000 to the four Named Plaintiffs; (4) \$150,000 to resolve claims under California’s Private Attorneys General Act (PAGA), \$112,500 will be paid to the California Labor and Workforce Development Agency and \$37,500 to individual PAGA Members; and (5) the Settlement Administrator’s fees and costs up to \$16,750. The Total Settlement Amount is \$4,500,000.

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

Your settlement payment is estimated to be \$**AMOUNT**, one third of which is subject to payroll deductions for applicable taxes and withholdings like a paycheck, for which you will receive a Form W-2, and two thirds of which is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Odoo’s counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

The formula that has been approved by the Court to calculate your settlement payment is based on the number of weeks you worked and whether Odoo’s records show that you signed an arbitration agreement. The Settlement Agreement contains the exact allocation formula. You

may obtain a copy of the Settlement Agreement at [www.\[website\].com](http://www.[website].com) or by contacting Class Counsel using the information in Section 16 below.

The Settlement Administrator received information from Odoo's records to calculate your payment. Odoo's records indicate that you worked for the company as a Sales Representative in a state other than California or New York from <<Start Date>> to <<End Date.>> Please note that your settlement payment will only cover weeks worked, excluding any full weeks spent on a leave of absence, between October 21, 2019 and [insert Release Date]. Odoo's records indicates that you [did/did not] sign an arbitration agreement.

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

[INSERT Settlement Administrator Contact Information]

HOW YOU GET A PAYMENT

8. How can I get my payment?

If you wish to participate in the Settlement, and receive 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 \$[AMOUNT] by mail.

If you would like to receive your payment electronically, you may elect to do so by going to this website to select your payment option: [EMAIL VERSION: [www.\[website\].com](http://www.[website].com)] / [MAILED VERSION: [www.\[website\].com](http://www.[website].com) AND QR CODE]. If your mailing address has changed, please contact the Settlement Administrator or update your address online at the same website.

9. When will I get my settlement payment?

The Court will hold a hearing on _____, at _____ to determine final approval for the settlement. This date may change without further notice to class members. Please check [settlement website] to confirm that the date has not changed. If the Court grants final approval, and the approval order is not appealed, settlement checks and electronic payments are anticipated to be issued approximately two and a half months after the Court grants final approval. Please be patient and update the Settlement Administrator if your mailing address changes.

You will have 120 days after the issuance of the settlement check to cash the check before it becomes null and void.

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

If you elect to receive your settlement payment via electronic payment or you cash or otherwise negotiate your settlement check, you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Odoo asserting the wage and hour claims pled in the operative Complaint, or that could have been pled based on the facts alleged in the operative Complaint, and that accrued during your employment as an exempt-classified Sales Representative, relating back to October 21, 2019, and continuing through [insert Release Date], including, without limitations, all state and federal claims for unpaid overtime wages and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The law firm of Outten & Golden LLP has been designated as legal counsel to represent you and other Sales Representatives who participate in the settlement. You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. The contact information for Class Counsel is in Section 16 below.

12. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for up to \$30,000.00 for the out-of-pocket costs they incurred litigating the case.

THE COURT'S FAIRNESS HEARING

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

The Court will hold the Fairness Hearing on _____ at _____. This date may change without further notice to class members. Please check [settlement website] to confirm that the date has not changed.

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

14. Do I have to attend the fairness hearing?

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

GETTING MORE INFORMATION

15. Are there more details about the settlement?

This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the Settlement Agreement available at [www.\[website\].com](http://www.[website].com), by contacting Class Counsel using the contact information in Section 16 below or the Settlement Administrator using the contact information in Section 7 above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

16. How do I get more information?

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

Melissa L. Stewart
OUTTEN & GOLDEN LLP
695 Third Avenue, 25th Floor
New York, NY 10017
Telephone: [\[insert number\]](tel:[insert number])
Odoo@outtengolden.com

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: [\[insert number\]](tel:[insert number])
Odoo@outtengolden.com

DATED: _____, 20__

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S
OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**

EXHIBIT A-3 (TEXT MESSAGE NOTICE)

TEXT MESSAGE NOTICE

From the Settlement Administrator: You are receiving this message because you worked for Odoo and

Odoo's records show that you are eligible to receive a payment from a class and collective action settlement. A more detailed explanation of your rights and options, and the deadlines to exercise them, is available at [www.\[website\].com](http://www.[website].com). For more information, you may contact the Settlement Administrator at [insert number], or [insert email], or you may contact your Court-appointed attorneys Outten & Golden, LLP at [insert number], or Odoo@outtengolden.com and mention the Odoo Overtime Settlement. Reply *STOP* to prevent further notifications.

EXHIBIT B (CHECK CASHING REMINDER NOTICE)

**IMPORTANT REMINDER REGARDING
ODOO SETTLEMENT**

Recently you should have received a check from the settlement of a class and collective action against Odo. As of the date of this mailing, our records indicate that you have not cashed the check that was sent to you.

IMPORTANT DEADLINE: you must sign and cash or deposit your check on or before **[INSERT DATE 120 DAYS FROM INITIAL MAILING]**.

If you have any questions about the case or your legal rights, please contact Molly Frandsen at Outten & Golden LLP at **[insert number]** or Odo@outtengolden.com

Exhibit 2

DECLARATION OF LISA MULLINS

1
2 1. I am a resident of the United States of America and am over the age of 21. I am the
3 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
4 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
5 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
6 facts.

7 2. Over the last 2 years, Outten & Golden has selected ILYM Group to be the administrator
8 for 14 cases.

9 3. ILYM Group has extensive experience in disseminating class action notices and
10 administering class action settlements, including direct mail services, telephone, and web-based support,
11 database management, opt-out processing, and settlement fund distribution services for class actions
12 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
13 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
14 administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms
15 of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be
16 disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our
17 encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.
18 ILYM accepts responsibility and maintains insurance in case of errors. ILYM Group is insured with E&O
19 and Cyber Insurance policies. ILYM Group is insured with E&O Insurance policies up to \$2,000,000 per
20 incident and Cyber Insurance policies up to \$5,000,000 per incident.

21 4. ILYM Group has never had any financial interests in nor affiliation with the parties or
22 counsel in the *Odoo* matter.

23 5. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties
24 will include but not limited to: (a) conducting address traces to locate class member addresses as necessary;
25 (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning
26 the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

27 6. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
28 number to receive correspondence and inquiries from class members. After receiving the class data file

1 from Defendant, which should contain the class members' names, last known addresses, and social security
2 numbers, ILYM Group will upload the data into our database and check for duplicates and other possible
3 discrepancies.

4 7. As part of the preparation for mailing the class notice, ILYM Group will process class
5 members' names and addresses against the National Change of Address ("NCOA") database, maintained
6 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing
7 addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated
8 address is found in the NCOA database, ILYM Group will use the updated address for mailing the class
9 notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original
10 address provided by Defendant for mailing the class notice.

11 8. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
12 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
13 and will promptly re-mail the class notice.

14 9. Prior to sending out the notice, ILYM Group will fill in the specific date for the deadline
15 so that all class members will be apprised of exactly when all applicable forms will be due, depending on
16 the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection. At the
17 expiration of the deadline, ILYM Group will inform all parties as to the number and name of those
18 individuals who filed a timely opt-out, dispute or objection.

19 10. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
20 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering tasks
21 including but not limited to overview and reconciliation of account; (c) calculating the individual
22 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
23 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
24 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties and/or
25 the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as
26 **Exhibit C**, is a true and correct copy of ILYM Group's not to exceed quote for this matter.

27 ///

1 11. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
2 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated
3 with the administration of this settlement are not to exceed: **\$16,750.00**.

4 I declare, under penalty of perjury under the laws of the United States of America and the State
5 of California that the foregoing is true and correct. Executed this 29th day of May 2024, at Tustin,
6 California.

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Lisa Mullins

EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 14 years of experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Odoo

Tuesday, February 13, 2024

Attorney Contact:

E-Mail Address:

ILYM Group Contact

E-Mail

Contact Number

Molly Frandsen

mfrandsen@outtengolden.com

Lisa Mullins

Lisa@ilymgroup.com

714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS

Total Number of Class Members	550
Estimated Mail Returned as Undeliverable	15%
NCOA	Yes
ILYM Group Interactive Website	Yes
Certified Spanish Translation	No

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP

Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT

Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	3	\$210.00
Staff Hours for Processing Forms	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	4	\$280.00
NCOA	Flat Fee	\$150.00	1	\$150.00
Toll-Free Customer Service Representative	Flat Fee	\$200.00	1	\$200.00
ILYM Group Interactive Website	Flat Rate	\$1,750.00	1	\$1,750.00
CAFA Notice	Per State	\$300.00	2	\$600.00
Status Reports	Flat Fee	\$750.00	1	Waived

Subtotal \$3,880.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MISC.				
Fulfillment of Notice (Includes QR code)	Per Piece	\$1.50	550	\$825.00
USPS First Class Postage	Per Piece	\$0.64	550	\$352.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	110	\$220.00
Emaling and Texting of Notice	Flat Fee	\$750.00	1	\$750.00
Storage, Photocopies, Deliveries	Flat Fee	\$252.37	1	\$252.37

Subtotal \$2,399.37

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$2,250.00
Fulfillment of Notice & Check - (including 1099)	Per Check	\$1.50	550	\$825.00
USPS First Class 1oz Postage	Per Piece	\$0.64	550	\$352.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	55	\$110.00
Digital Disbursement (Zelle, Venmo, PayPal)	Flat Fee	\$1,200.00	1	\$1,200.00
Fulfillment of Reminder Postcard (45 days)	Per Piece	\$0.85	193	\$163.63
Reminder Email & Text for Uncashed Checks (45 days)	Flat Fee	\$350.00	1	\$350.00
Preparation of Taxes	Hourly	\$120.00	8	\$960.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$8,460.63

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declarations	Hourly	\$125.00	2	\$250.00

Subtotal \$1,360.00

Not-To-Exceed: \$16,750.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Payment of Charges: The entire remaining balance is due and payable after the completion of the case. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.