

**ARBITRATION
BEFORE HUNTER R. HUGHES III, ARBITRATOR
HUNTER HUGHES ADR**

Dulce Chimilio, Jeff McLaughlin, and David Schachner, on behalf of themselves and all others similarly situated,

Claimants,

v.

Forrester Research, Inc.,

Respondent.

STATEMENT OF CLAIM

INTRODUCTION

Dulce Chimilio, Jeff McLaughlin, and David Schachner (“Claimants”), individually and on behalf of all others similarly situated, by and through their attorneys, Outten & Golden LLP, bring this arbitration against Respondent, Forrester Research, Inc. (“Forrester” or “Respondent”), and allege, upon personal knowledge, as follows:

PRELIMINARY STATEMENT

1. Claimants seek to recover unpaid overtime compensation for themselves and other similarly situated individuals who worked for Respondent as Account Executives, Account Managers, Customer Success Managers, and other similarly titled positions (together, “Eligible Employees”) from October 7, 2016 through June 28, 2023 for individuals employed in New York; from October 7, 2018 through June 28, 2023 for individuals employed in California; and from October 7, 2019 through June 28, 2023 for all other individuals (the “Collective Periods”), pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*

2. Forrester is a global research and advisory firm that sells research, consulting, and events to business and technology leaders working in companies of all sizes. Forrester's core offering is a subscription research package. Businesses sign annual or multi-year contracts for access to these research services. During the life of the contract, Forrester works with the client to ensure renewal with an upsell to drive growth.

3. Forrester employs Eligible Employees to sell its products and services by prospecting for new business; cold-calling and emailing potential clients; scheduling sales meetings; attending analyst calls and Forrester events to better understand a client's business and identify selling opportunities; tracking renewal cycles; mapping client outreach; and working to renew, upsell, or cross-sell additional services or products.

4. Eligible Employees regularly work significant overtime hours to complete these tasks. However, Forrester failed to pay Eligible Employees any overtime wages by improperly classifying them as exempt employees.

5. Claimants seek monetary damages on behalf of themselves and other similarly situated Eligible Employees for Forrester's violations of the FLSA.

6. Claimant Chimilio also brings this action on behalf of herself and other Eligible Employees working in California from October 7, 2021 to June 28, 2023 ("PAGA Members"), to recover penalties pursuant to California's Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* ("PAGA").

JURISDICTION & VENUE

7. Arbitrator Hunter Hughes, Esq. has jurisdiction over the claims in this matter pursuant to Section 2.4 of the Settlement Agreement. *See Exhibit A* ("Settlement Agreement").

8. Notice of the claims alleged herein was provided to the California Labor & Workforce Development Agency ("LWDA") and Respondent on August 23, 2023. The LWDA

has not taken any action regarding these claims, including providing notice of an intent to pursue the claims.

THE PARTIES

Claimants

9. Claimants McLaughlin and Schachner are residents of Boston, Massachusetts. Claimant Chimilio is a resident of San Francisco, California.

10. Claimants McLaughlin and Schachner worked as Account Managers for Forrester in Cambridge, Massachusetts during February 2020 to November 2021 and April 2019 to April 2022, respectively. Claimant Chimilio worked as a Customer Success Manager in San Francisco, California from March 2019 to May 2021.

11. Claimants regularly worked more than 40 hours per week but were not paid overtime compensation for all hours worked in excess of 40 hours in a workweek.

12. Forrester was aware or should have been aware that Claimants performed uncompensated overtime work.

13. Claimants are covered employees within the meaning of the FLSA.

14. Claimants' written Consent to Join forms are attached as **Exhibit B**.

Respondent Forrester

15. Respondent Forrester is a global research and advisory firm headquartered in Cambridge, Massachusetts that sells research, consulting, and events to business and technology leaders working in companies of all sizes.

16. Forrester employs Eligible Employees to sell its services and products to new and existing customers.

17. Eligible Employees regularly work significant overtime hours to complete job duties, but do not receive any overtime pay because Forrester classifies them as exempt employees.

18. Throughout the Collective Periods, Respondent has been a covered employer within the meaning of the FLSA and relevant state law statutes.

19. At all times relevant, Forrester maintained control, oversight, and direction over Claimants and similarly situated employees, including with respect to overtime compensation and other employment practices that applied to them.

20. Forrester applied the same employment policies, practices, and procedures to all Eligible Employees, including policies, practices, and procedures with respect to the payment of overtime compensation.

21. At all times relevant, Respondent's annual gross volume of sales made or business done was not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

FLSA COLLECTIVE ACTION ALLEGATIONS

22. Pursuant to Section 216(b) of the FLSA, Claimants bring the First Cause of Action on behalf of themselves and all similarly situated current and former Forrester employees who worked as Eligible Employees during the Collective Periods (the "FLSA Collective"). *See* 29 U.S.C. § 216(b).

23. Forrester is liable under the FLSA for failing to compensate Claimants and the FLSA Collective for all overtime hours worked in excess of 40 in a workweek.

24. Consistent with Forrester's policy and pattern or practice of misclassifying Eligible Employees as exempt employees, Claimants and the FLSA Collective were not paid proper overtime compensation and performed unpaid overtime work for Forrester's benefit.

25. All the work that Claimants and the FLSA Collective have performed has been

assigned by Forrester and/or Forrester has been aware of all the work that Claimants and FLSA Collective have performed.

26. As part of its regular business practice, Forrester has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Claimants and the FLSA Collective. This policy and pattern or practice includes, but is not limited to, willfully failing to pay Claimants and the members of the FLSA Collective overtime for all hours that they worked in excess of 40 hours per workweek.

27. Forrester is aware or should have been aware that federal law required it to pay employees, including Claimants and members of the FLSA Collective, proper overtime premium for all hours worked in excess of 40 per workweek.

28. Forrester's unlawful conduct has been widespread, repeated, and consistent.

29. Similarly situated current and former Eligible Employees who have been underpaid in violation of the FLSA would benefit from the issuance of an Arbitrator-supervised notice of this action and the opportunity to join it.

30. Notice should be sent to the FLSA Collective pursuant to 29 U.S.C. § 216(b).

31. Similarly situated current and former Eligible Employees are known to Forrester, are readily identifiable, and can be located through Forrester's records.

FACTUAL ALLEGATIONS

32. Claimants and Eligible Employees' primary duties were non-exempt duties.

33. Throughout their employment, Claimants and Eligible Employees worked more than 40 hours per workweek and 8 hours per workday.

34. Forrester was aware that Claimants and the Eligible Employees worked more than 40 hours per workweek and 8 hours per workday, yet Forrester failed to pay them any overtime

compensation.

35. Forrester did not keep accurate records of hours worked by Claimants. That is, Claimants' hours were not accurately recorded on pay stubs, and Claimants were never required to clock in or out, or otherwise record their time.

36. All the work Claimants and the Eligible Employees performed was assigned by Forrester and Forrester was aware that Claimants and the Eligible Employees worked overtime hours.

37. Forrester failed to pay Claimants and Eligible Employees time and one-half for all hours worked over 40 in a workweek in violation of the FLSA and Massachusetts Wage Laws, and for all hours worked over 8 hours in a workday in violation of California state law.

38. Forrester's policy and pattern or practice includes but is not limited to:

- a. Misclassifying Claimants and the Eligible Employees as exempt from the protections of federal and state overtime laws;
- b. Failing to record the time that its employees, including Claimants and the Eligible Employees, worked for the benefit of Forrester;
- c. Failing to keep payroll records as required by the FLSA and state overtime laws;
- d. Failing to timely pay wages as required by the FLSA and state overtime laws; and
- e. Failing to pay its employees, including Claimants and Eligible Employees, overtime wages for all the overtime hours that they worked.

39. Forrester was or should have been aware that the FLSA and Massachusetts Wage Laws requires it to pay their Eligible Employees overtime compensation for all hours worked in

excess of 40 per week, and for all hours worked over 8 in a workday for Eligible Employees employed in California.

FIRST CAUSE OF ACTION
FLSA, 29 U.S.C. §§ 201 *et seq.*
(On behalf of Claimants and the FLSA Collective)

40. Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

41. Claimants have consented in writing to be parties to this action, pursuant to 29 U.S.C. § 216(b).

42. Respondent engaged in a widespread pattern, policy, and practice of violating the FLSA, as detailed in this Statement of Claim.

43. At all times relevant, Claimants and the members of the FLSA Collective were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

44. The overtime wage provisions set forth in the FLSA apply to Respondent and protect Claimants and the FLSA Collective.

45. Respondent was an employer engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

46. At all times relevant, Claimants and the members of the FLSA Collective were employees of Forrester within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

47. Respondent failed to pay Claimants and the members of the FLSA Collective the overtime wages to which they are entitled under the FLSA.

48. Respondent's violations of the FLSA, as described in this Statement of Claim, have been willful and intentional.

49. Respondent did not make a good faith effort to comply with the FLSA with respect to their compensation of Claimants and the members of the FLSA Collective.

50. Because Respondent's violations of the FLSA were willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

51. As a result of Respondent's violations of the FLSA, Claimants and the members of the FLSA Collective have suffered damages by being denied overtime wages in accordance with the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

California Wage Laws – Overtime Wages

California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194 (Brought by Claimant Chimilio Individually)

52. Claimant Chimilio realleges and incorporates by reference all allegations in all preceding paragraphs.

53. California law requires employers, such as Forrester, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day, and to pay double the regular rate of pay for work performed in excess of 12 hours per day.

54. Claimant Chimilio is a non-exempt employee entitled to be paid overtime compensation for all overtime hours worked.

55. At all relevant times, Claimant Chimilio worked in excess of 40 hours in a workweek, in excess of 8 hours in a workday, and in excess of 12 hours in a workday.

56. At all relevant times, Respondent failed to pay Claimant Chimilio proper overtime compensation for all of her overtime hours worked.

57. As a direct and proximate result of Respondent's conduct, as set forth herein,

Claimant Chimilio has sustained damages, including loss of earnings for hours of overtime worked for the benefit of Respondent in an amount to be established at arbitration, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable laws.

THIRD CAUSE OF ACTION

**California Wage Laws – Wage Statement Violations
California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 226, 1174, & 1174.5
(Brought by Claimant Chimilio Individually)**

58. Claimant Chimilio realleges and incorporates by reference all allegations in all preceding paragraphs.

59. Respondent failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to Claimant Chimilio in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure caused injury to Claimant Chimilio, by, among other things, impeding them from knowing the amount of wages to which they were entitled. At all times relevant herein, Respondent has failed to maintain accurate records of hours worked by Claimant Chimilio as required under Labor Code § 1174(d).

60. Claimant Chimilio is entitled to and seeks remedies under California Labor Code §§ 226(a) and 1174(d), including but not limited to the amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay.

FOURTH CAUSE OF ACTION

**California Wage Laws – Wage Payment Provisions
Cal. Lab. Code §§ 201, 202, & 203
(Brought by Claimant Chimilio Individually)**

61. Claimant Chimilio realleges and incorporates by reference all allegations in all preceding paragraphs.

62. California Labor Code §§ 201 and 202 require Respondent to pay their employees all wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

63. Claimant Chimilio, who has ceased employment with Respondent, is entitled to unpaid compensation, but to date has not received such compensation.

64. More than thirty (30) days have passed since Claimant Chimilio left Respondent's employ.

65. Claimant Chimilio seeks waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other relief as the Arbitrator deems just and proper.

FIFTH CAUSE OF ACTION

California Wage Laws – Unfair Competition California Business & Professions Code §§ 17200, *et seq.* (Brought by Claimant Chimilio Individually)

66. Claimant Chimilio realleges and incorporates by reference all allegations in all preceding paragraphs.

67. The foregoing conduct, as alleged, violates the California Unfair Competition Law ("UCL"). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

68. Beginning at a date unknown to Claimant Chimilio, prior to the filing of this action, Respondent committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Respondent's conduct as alleged herein has injured Claimant Chimilio by denying them earned wages, and therefore was injurious to him.

69. Respondent engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. FLSA, 29 U.S.C. §§ 201, *et seq.*;
- b. Cal. Lab. Code §§ 201-204;
- c. Cal. Lab. Code § 226; and
- d. Cal. Lab. Code § 510.

70. Respondent's course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph constitute a separate and independent violation of the UCL. Respondent's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

71. The unlawful and unfair business practices and acts of Respondent, described above, have injured Claimant Chimilio in that they were denied the payment of earned overtime wages.

72. Claimant Chimilio seeks recovery of attorneys' fees and costs of this action to be paid by Respondent, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194. Claimant Chimilio seeks restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day, and double the regular rate of pay for work performed in excess of 12 hours per day.

SIXTH CAUSE OF ACTION

Private Attorneys General Act

Cal. Lab. Code §§ 2698, *et seq.*

(Brought by Claimant Chimilio, on Behalf of PAGA Members)

73. Claimant Chimilio, on behalf of herself and all PAGA Members, realleges and

incorporates by reference all other paragraphs as if they were set forth again herein.

74. Claimant Chimilio is a PAGA Member, as she was employed by Respondent during the applicable period and suffered one or more of the California Labor Code violations set forth herein. Accordingly, she seeks to recover on behalf of herself and all other PAGA Members, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

75. Claimant seeks civil penalties pursuant to PAGA for violations of the following California Labor Code provisions:

- a. Failure to pay overtime wages in violation of California Labor Code §§510, 558, 1994, and 1998 and Wage Order Nos. 4-2001 and 7-2001;
- b. Failure to provide itemized wage statements in violation of California Labor Code §§226 and 226.3; and
- c. Failure to provide prompt payment of wages during employment and upon termination and resignation in violation of California Labor Code §§201, 202, 203, and 204.

SEVENTH CAUSE OF ACTION
Massachusetts Wage Law – Failure to Pay Overtime
M.G.L. c. 151, §§ 1A and 1B
(Claimants McLaughlin and Schachner Individually)

76. Claimants McLaughlin and Schachner reallege and incorporate by reference all allegations in all preceding paragraphs.

77. Forrester violated the Massachusetts Minimum Wage Act, M.G.L. c. 149, §§ 148, 150, *et seq.*, and the Massachusetts Minimum Fair Wage Laws, M.G.L. c. 151, §§ 1, *et seq.* (collectively, the Massachusetts Wage Laws”), as detailed in this Statement of Claim.

78. At all times relevant, Claimants McLaughlin and Schachner were employees of Forrester within the meaning of Massachusetts Wages Laws.

79. Claimants McLaughlin and Schachner are covered employees under Massachusetts Wage Laws.

80. Forrester failed to pay Claimants McLaughlin and Schachner proper overtime wages to which they are entitled under Massachusetts Wage Laws.

81. Forrester failed to keep, make, preserve, maintain, and furnish accurate records of time worked by Claimants McLaughlin and Schachner.

82. Forrester's violations of the Massachusetts Wage Laws, as described in this Statement of Claim, have been willful and intentional.

83. Due to Forrester's violations of the Massachusetts Wage Laws, Claimants McLaughlin and Schachner are entitled to recover from Forrester unpaid overtime, reasonable attorneys' fees and costs for the action, treble damages as provided for by the Massachusetts Wage Laws, and prejudgment and post-judgment interest.

PRAYER FOR RELIEF

WHEREFORE, Claimants, individually and on behalf of the FLSA Collective, pray for the following relief:

- A. Issuance of notice pursuant to 29 U.S.C. § 216(b) to the FLSA Collective, apprising them of the pendency of this action and permitting them to assert timely FLSA claims in this action by filing individual Consent to Join forms pursuant to 29 U.S.C. § 216(b);
- B. An award of damages for any unpaid overtime pay and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor regulations;
- C. Appropriate equitable and injunctive relief;
- D. A reasonable service award for Claimants to compensate them for the time and effort spent attempting to recover wages for members of the FLSA Collective and for the risks undertaken;
- E. Reasonable attorneys' fees and costs, including the costs of this arbitration;

- F. Post-judgment interest, as provided by law; and
- G. Such other relief as the Arbitrator deems just and proper.

WHEREFORE, Claimant Chimilio individually requests the following relief:

- A. An award of damages, liquidated damages, and restitution, to be paid by Forrester according to proof;
- B. Appropriate statutory penalties;
- C. Appropriate equitable and injunctive relief;
- D. Attorneys' fees and costs of suit;
- E. Pre- and post-judgment interest, as provided by law; and
- F. Such other relief as the Arbitrator deems necessary, just, and proper.

WHEREFORE, Claimants McLaughlin and Schachner individually request the following relief:

- A. Appropriate statutory penalties;
- B. Appropriate equitable and injunctive relief to remedy violations;
- C. Pre-judgment and post-judgment interest, as provided by law;
- D. An award of treble damages and reasonable attorneys' fees and costs of suit, pursuant to M.G.L. c. 149 § 150; and
- E. Such other and further relief as the Arbitrator deems just and proper.

WHEREFORE, Claimant Chimilio, on behalf of herself and on behalf of the PAGA Members, requests the following relief:

- A. Civil penalties provided, per violation, under the California Private Attorneys General Act, California Labor Code §§2698, *et seq.*;
- B. Pre-judgment and post-judgment interest, as provided by law;

- C. Attorneys' fees pursuant to Labor Code § 2698(g)(1);
- D. Costs of suit, including costs and expenses;
- E. An appropriate service payment to Claimant for her service as a PAGA Representative; and
- F. Such other and further relief as the Arbitrator deems just and proper.

Dated: November 16, 2023
New York, New York

Respectfully submitted,

By: /s/ Melissa L. Stewart

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Counsel for Claimants and the FLSA Collective

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

Claimants Dulce Chimilio, Jeff McLaughlin, and David Schachner (“Claimants”) and Respondent Forrester Research, Inc. (“Forrester” or “Respondent”) (collectively with Claimants, the “Parties”) hereby enter into this Settlement Agreement and Release (the “Agreement”) to resolve the wage and hour claims of Claimants and similarly situated individuals (as set forth more fully below).

RECITALS

WHEREAS, on August 19, 2022, Claimants’ Counsel sent Forrester a letter asserting that Forrester improperly classified its Account Executives, Account Managers, and Customer Success Managers as overtime-exempt, thereby denying them proper overtime pay and violating federal, California, and Massachusetts law, and invited Forrester to engage in settlement negotiations;

WHEREAS, on October 7, 2022, the Parties agreed to engage in settlement discussions and toll the limitations period on Claimants’ and Putative Collective Members’ (defined herein) claims;

WHEREAS, on April 11, 2023, the Parties participated in a full-day mediation session with the assistance of experienced wage and hour class and collective action mediator Anne Marie Estevez, and were unable to reach a resolution of the claims, but agreed to continue settlement discussions;

WHEREAS, on April 20, 2023, with the continued assistance of Ms. Estevez, the Parties agreed to a resolution of this matter and a settlement in principle according to a mediator’s proposal made by Ms. Estevez on April 19, 2023;

WHEREAS, Forrester and Releasees (defined herein) deny all liability to Claimants and Putative Collective Members;

WHEREAS, the purpose of this Agreement is to settle fully and finally the unpaid overtime claims raised by Claimants; and

WHEREAS, Claimants’ Counsel analyzed and evaluated the merits of Claimants’ and Putative Collective Members’ claims; obtained and reviewed documents relating to Claimants’ personnel files and Forrester’s policies; and analyzed payroll and timekeeping 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, Claimants’ 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 Claimants and Putative Collective Members;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement 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” means this Settlement Agreement and Release and the exhibits hereto, which the Parties understand and agree set forth all material terms and conditions of the Settlement between them, and which is subject to Arbitrator approval.
- 1.2** “Approval Award” means an Award to be entered by the Arbitrator which gives approval to the Settlement and this Agreement, and is confirmed by the Court.
- 1.3** “Arbitrator” means Hunter Hughes, Esq.
- 1.4** “Claimants” mean Dulce Chimilio, Jeff McLaughlin, and David Schachner.
- 1.5** “Claimants’ Counsel” means Outten & Golden LLP.
- 1.6** “Collective Period” means October 7, 2016 to June 28, 2023 for Putative Collective Members employed by Forrester in New York; October 7, 2018 to June 28, 2023 for Putative Collective Members employed by Forrester in California; and October 7, 2019 to June 28, 2023 for all other Putative Collective Members.
- 1.7** “The Court” shall be the Middlesex County Superior Court (Massachusetts), which shall be the court in which the Approval Award shall be confirmed by the parties.
- 1.8** “Effective Date” means the 30 days after the Court issues an order confirming the Arbitrator’s Approval Award and the deadline to appeal the confirmation elapses, per Mass. Gen. Laws Ann. ch. 251 §§ 12(b), 13(a).
- 1.9** “Eligible Employees” means the approximately 560 individuals identified by Forrester before and during mediation and employed by Forrester in the United States with the exempt-classified job titles of Account Executive, Account Manager, Customer Success Manager, and other similar job titles. Eligible Employees that have worked in California during the PAGA Period are also “PAGA Members.”
- 1.10** “Eligible Workweek” means each calendar week worked by an Eligible Employee during the Collective Period. Workweeks during which an Eligible Employee was on a leave of absence or used paid time off such as vacation or sick time for the entire workweek are not “Eligible Workweeks.”
- 1.11** “Eligible PAGA Workweek” means each calendar week during which Respondent employed a PAGA Member during the relevant PAGA Period.
- 1.12** “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. Forrester shall pay Employer Payroll Taxes in addition to the Gross Fund in accordance with the terms of this Agreement.

- 1.13** “Funding Date” means twenty-one (21) days after the Effective Date.
- 1.14** “Gross Fund” means Five Million Five Hundred Thousand Dollars (\$5,500,000.00), which is the amount that Respondent has agreed to pay to fully resolve and settle these claims (subject to the terms of Paragraph 5.1(ii)), which includes Arbitrator-approved Claimants’ attorneys’ fees and costs; any and all amounts to be paid to Participating Collective Members; the PAGA Fund; the cost of settlement administration; the cost of arbitration; any Arbitrator-approved Service Awards; all interest; and all liquidated damages. The Gross Fund does not include Employer Payroll Taxes, which Respondent shall pay separately from the Gross Fund.
- 1.15** “Highly Compensated Workweek” means an Eligible Workweek in a calendar year in which a Putative Collective Member received more than \$100,000 in total compensation in any calendar year between 2016 and 2019, or \$107,432 in total compensation in any calendar year between 2020 and 2023, while working in any state except California. (Highly Compensated Workweeks do not apply to Putative Collective Members working in California.)
- 1.16** “Incentive Workweek” means an Eligible Workweek in a calendar year in which a Putative Collective Member earned more than fifty percent (50%) of his or her total compensation in incentive compensation, including bonuses and commissions.
- 1.17** “Last Known Contact Information” means the most recently recorded personal mailing address, personal email address, and personal telephone number for a Putative Collective Member as shown in Respondent’s records.
- 1.18** “Mediator” means Anne Marie Estevez, Esq.
- 1.19** “Net Fund” means the remainder of the Gross Fund after deductions/payments for: (i) Settlement Administration fees and costs; (ii) Arbitrator-approved Claimants’ Counsel’s attorneys’ fees and costs, as provided for in Section 5.2; (iii) Arbitrator-approved Service Awards to Claimants, as provided for in Section 5.3; (iv) any applicable arbitration fees and costs, as set forth under Section 2.5 below; and (v) the PAGA Fund.
- 1.20** “Notice” means the Arbitrator-approved Official Notice of Settlement, distributed by mail, email, and text message, substantially in the form of Exhibits A-1 & A-2.
- 1.21** “Opt-in Period” shall mean the later of: (i) the one hundred and twenty (120) calendar day-period beginning immediately after the Settlement Administrator first sends the Notice and Settlement Checks to the Putative Collective Members; or (ii) one hundred and twenty (120) calendar days from the Settlement Administrator’s re-mailing of a Settlement Check that was returned as undeliverable by U.S. Mail, provided that reissuances will occur on a rolling basis and no later than the 120th day of the original period.¹

¹ All time periods provided by this Agreement are stated in calendar days, not business days, unless otherwise specifically identified.

- 1.22** “PAGA Check Enclosure Letter” means the letter attached hereto as Exhibit C, which the Settlement Administrator shall mail to PAGA Members together with the Notice and Settlement Check for the PAGA Member’s portion of the PAGA Payment.
- 1.23** “PAGA Fund” means Fifty Thousand Dollars (\$50,000.00) of the Total Settlement Amount that is attributed to the settlement of the PAGA claims of the PAGA Members. Seventy-five percent (75%) of the PAGA Fund, or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), shall be paid to the California Labor and Workforce Development Agency (“LWDA”) (“LWDA Payment”) and twenty-five percent (25%) of the PAGA Fund, or Twelve Thousand Five Hundred Dollars (\$12,500.00), shall be paid to the PAGA Members (“PAGA Payment”) as set forth in Section 5.4(ii) below.
- 1.24** “PAGA Period” means the period October 7, 2021 through June 28, 2023.
- 1.25** “Participating Collective Members” means each Putative Collective Member who opts in to the settlement by cashing a Settlement Check and signing a release within the deadline set forth by the Parties and/or the Arbitrator.
- 1.26** “Parties” collectively means Claimants and Respondent.
- 1.27** “Proposed Award” means a proposed award to be submitted to the Arbitrator to approve this Agreement.
- 1.28** “Putative Collective Members” means Eligible Employees employed in the United States during the Collective Period.
- 1.29** “Qualified Settlement Fund” or “QSF” means the account created and maintained by the Settlement Administrator.
- 1.30** “Released Claims” means the claims described in Section 6.
- 1.31** “Releasees” means Respondent, as well as each of its past, present, and future officers, directors, employees, agents, insurers, successors, predecessors, affiliates, parents, subsidiaries, divisions, partners, owners, joint ventures, insurers and assigns, members, shareholders, attorneys, and other related entities, and each of its/their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plans sponsored or administered by Respondent, divisions, units, branches and any other persons or entities acting on their behalf, including any party that was or could have been named as a defendant in the threatened litigation and any individual or entity which could be jointly liable with Respondent and any other persons or entities acting on its behalf, including any person or entity that was or could have been named as a defendant in the threatened litigation as a joint employer with respect to the claims at issue.
- 1.32** “Reminder Notice” means the document entitled “Important Reminder Regarding Forrester Overtime Settlement,” and the email and text versions of this reminder notice, to be approved by the Arbitrator in a form substantially similar to Exhibits B-1, B-2 & B-3 (collectively with the Notice, “Notice Exhibits”).

- 1.33 “Respondent” or “Forrester” means Forrester Research, Inc.
- 1.34 “Respondent’s Counsel” means Littler Mendelson P.C.
- 1.35 “Service Awards” mean the awards the Arbitrator approves to be paid to Claimants Dulce Chimilio, Jeff McLaughlin, and David Schachner of up to Twelve Thousand Five Hundred Dollars (\$12,500.00) in recognition of their service as named claimants.
- 1.36 “Settlement” means the settlement between the Parties embodied and contained in this Agreement.
- 1.37 “Settlement Administrator” means the third-party settlement administrator selected by Claimants’ Counsel to administer this settlement, subject to the approval of Respondent’s Counsel.
- 1.38 “Settlement Check” means the check issued to Participating Eligible Employees for their proportionate share of the Net Fund calculated in accordance with this Agreement.
- 1.39 “Settlement Packet” means the Notice and Settlement Check.

2. BINDING AGREEMENT AND AGREEMENT TO ARBITRATE COLLECTIVE ACTION SETTLEMENT APPROVAL

- 2.1 This Agreement is a binding agreement and contains all material terms.
- 2.2 Agreement to Arbitrate. The Parties hereby agree to submit this Settlement for collective approval to the Arbitrator. The Parties will ask the Arbitrator to approve this Settlement by entering the Approval Award as specified in this Agreement. Claimants and Respondent do not agree to arbitrate any matters other than the approval and implementation of this Settlement Agreement and issues related to that process as set forth in this Agreement. The Parties have agreed to waive their right to seek to vacate any award of the Arbitrator.
- 2.3 Arbitration Demand. Within fourteen (14) days after the execution of this Agreement by Claimants and Respondent, or after the 65-day LWDA review period has run without action by the LWDA, whichever is later, Claimants’ Counsel will file a Demand for Arbitration on behalf of Claimants and Putative Collective Members to initiate the Arbitration. The Demand shall specifically seek enforcement of this Settlement Agreement and shall limit the Arbitrator’s jurisdiction accordingly.
- 2.4 Appointment of Arbitrator. The Parties agree to the appointment of Hunter Hughes to act as the Arbitrator.
- 2.5 Costs of Arbitration. Reasonable arbitration fees for the Arbitrator shall be paid from the Gross Fund.

3. APPLICATION FOR SETTLEMENT APPROVAL

- 3.1** Claimants' Counsel shall submit the Approval Motion, together with the Arbitration Demand, to Arbitrator Hunter Hughes within fourteen (14) days of the date this Agreement is fully executed, or after the 65-day LWDA review period has run without action by the LWDA, whichever is later. With the Approval Motion, Claimants' Counsel also will submit the Agreement and Notice Exhibits. Among other things, the Approval Motion will ask the Arbitrator to: (i) enter the Approval Award approving the Settlement as fair, adequate, and reasonable, (ii) approve the proposed Notice to be sent to Putative Collective Members, (iii) appoint the Settlement Administrator selected by the parties pursuant to Section 4.3 below; (iv) enjoin Participating Collective Members from proceeding against the Releasees for the Released Claims (v) approve Claimants' Counsel's request for fees and costs; (vi) enter an Award dismissing the case with prejudice; (vii) incorporate the terms of this Settlement; and (viii) retain jurisdiction to enforce the Agreement. At the same time, Claimants' Counsel shall provide notice of the settlement to the LWDA.
- 3.2** Effect of Arbitrator's Failure to Approve Settlement. If the Arbitrator fails to enter the Approval Award, then the Parties will proceed as if this Agreement had never been executed, unless the parties jointly agree to: (1) seek reconsideration of the Arbitrator's decision; or (2) renegotiate the settlement and seek Arbitrator approval of the renegotiated settlement. If reconsideration is denied, or a mutually agreed-upon settlement is not approved, then the Parties will be in the same positions as if settlement approval had not been attempted.
- 3.3** Confirmation of Arbitrator's Approval Award. If the Arbitrator issues an Approval Award approving the parties' Agreement, then the parties shall file a motion for confirmation of the Arbitrator's Approval Award within 14 days of the issuance of the Approval Award in Middlesex County Superior Court. The parties shall jointly prepare the confirmation papers.

4. SETTLEMENT ADMINISTRATION AND NOTICE TO PUTATIVE COLLECTIVE MEMBERS

- 4.1** Duties of the Settlement Administrator. The Settlement Administrator will be responsible for (1) establishing a QSF account; (2) preparing, printing, and disseminating to the Claimants and Putative Collective Members the Settlement Packets, including the Notice (via mail, email, and text), Settlement Checks with "back-of-the-check releases," and (for PAGA Members) the PAGA Check Enclosure Letter; (3) sending the Reminder Notice (via mail, email, and text) to Putative Collective Members regarding the payment; (4) updating addresses with the U.S. Postal Service's National Change of Address ("NCOA") database; (5) maintaining an email address which Collective Members can use to make inquiries and provide address updates; (6) making commercially reasonable searches for new contact information for Collective Members whose Settlement Packets are returned as undeliverable with no forwarding information; (7) determining the amount of payments allocated to each Putative Collective Member in accordance with this Agreement, along with the amount of all payroll taxes to be paid and deductions to be withheld; (8)

distributing any approved Service Awards and attorneys' fees and expenses; (9) calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; (10) determining the tax characterization of the Service Awards; (11) calculating the tax liability of Respondent and advising Respondent of such liability at least ten (10) days prior to the tax payment so that it can make a separate payment; (12) remitting required amounts to the LWDA pursuant to the provisions of PAGA; (13) referring to Claimants' Counsel all inquiries by Putative Collective Members regarding matters not within the Settlement Administrator's duties specified herein; (14) retaining and providing a copy of Settlement Checks endorsed by the Participating Collective Members to Claimants' and Respondent's Counsel; (15) timely responding to communications from the Parties and their counsel; (16) reporting on the status of the settlement to the Parties on a weekly basis; (17) handling the California unclaimed property process for any Settlement Check to a PAGA Member not cashed; (18) maintaining adequate records of its activities, including the dates of the mailing(s) of Settlement Packet, returned mail and other communications and attempted written or electronic communications with Putative Collective Members; (19) protecting the personal data of Putative Collective Members, including Social Security numbers, from public disclosure; and (20) 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.

- 4.2 The Settlement Administrator shall indemnify the Parties and counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters.
- 4.3 The Settlement Administrator will be selected by Claimants' Counsel subject to Respondent's approval. The Parties will have equal access to the Settlement Administrator and all information related to the administration of the Settlement. The Settlement Administrator will provide regular reports to counsel for the Parties regarding the status of the mailing of the Notice and Settlement Checks, the claims administration process, and the rate of participation.
- 4.4 Respondent agrees to cooperate with the Settlement Administrator and provide accurate information to the extent reasonably available and necessary to calculate the amounts to be distributed pursuant to this Agreement and locate Putative Collective Members.
- 4.5 No later than seven (7) days after the Effective Date, Respondent will give the Settlement Administrator a list, in electronic form, of the names, Last Known Contact Information, social security numbers, state(s) worked, and dates of employment as an Eligible Employee of each Putative Collective Member during the Collective Period, and the number of Eligible Workweeks, including any Highly Compensated Workweeks and Incentive Workweeks, and the data that forms the basis for that calculation similar to the form that was provided to Claimants' Counsel in advance of mediation ("Collective List"). Within seven (7) days after the Settlement Administrator receives the list from Respondent, the Settlement Administrator will calculate the number of Eligible Workweeks, Highly Compensated Workweeks, and Incentive Workweeks and will provide the numbers by category (including state breakdowns) to the Parties. Should the number of Eligible Workweeks subject to the release exceed 52,048 (50,532 + 3%), the Gross Fund will

increase by a proportionate amount for each additional workweek, as described in Section 5.1(ii). Should the number of workweeks by state or category (including Highly Compensated Workweeks or Incentive Workweeks) vary materially from the mediation data, counsel for the parties shall meet and confer about the discrepancy before notice issues.

- 4.6** The Settlement Administrator shall send Settlement Packets and, for PAGA Members, the PAGA Check Enclosure Letter to Putative Collective Members via First Class United States Mail within fourteen (14) days of the Funding Date. The Settlement Packet will include the Arbitrator-approved Notice and a Settlement Check in the amount based on each Putative Collective Member's pro rata settlement share. The Settlement Administrator will also send e-mail and text Notices (substantially in the form of Exhibits A-1 & A-2) seven (7) days after the mailed Settlement Packets, to allow time for the mailings to arrive. The Settlement Check will include the release set forth in Section 6.1 below. If Claimants' Counsel receives an inquiry from a Participating or Putative Collective Member regarding the settlement, they may request the Settlement Administrator provide it with identifying information concerning the particular Participating or Putative Collective Member's settlement data and amount.
- 4.7** After thirty (30), sixty (60), and ninety (90) days from the issuance of checks, the Settlement Administrator shall issue the Reminder Notice via mail, email, and text (substantially in the form of Exhibits B-1, B-2, & B-3) to the Putative Collective Members reminding them to cash their checks. After 90 days from the issuance of the checks, the Settlement Administrator shall provide a report of any uncashed checks to Claimants' Counsel, and the Settlement Administrator will make reasonable efforts to contact Putative Collective Members who have not cashed checks. The Settlement Administrator will make reasonable efforts to contact Putative Collective Members for whom the Settlement Check is returned by the post office as undeliverable and the Settlement Administrator shall attempt a re-mailing to any Putative Collective Members for whom it obtains more recent contact information.
- 4.8** The proceeds of the Net Fund shall be disbursed (pursuant to Section 5.1 below) to Putative Collective Members. A Settlement Check must be cashed within one hundred and twenty (120) days following the issuance of checks to any Putative Collective Member or one hundred and twenty (120) days from the last reissuance due to an incorrect address, provided that reissuances will occur on a rolling basis and no later than the 120th day of the original period. Any checks that remain uncashed after the one hundred and twenty (120)-day period (as extended provided herein) shall be void and the associated monies shall revert to Respondent, save PAGA Checks, which the Settlement Administrator will disburse to the California Unclaimed Property Fund. Putative Collective Members who do not cash a settlement check are not Participating Collective Members (unless otherwise agreed to in writing by the Parties or approved by the Arbitrator) and do not release their claims against the Releasees, as described in Section 6 below, but do waive their right to receive a payment associated with the Settlement.
- 4.9** Claimants' Counsel and Respondent's Counsel have the right to make inquiries and receive any information from the Settlement Administrator related to the claims administration

process, except that Respondent's Counsel is not entitled to updated contact information located by the Settlement Administrator for Putative Collective Members or provided by Participating Collective Members. Respondent's Counsel is entitled to communications between the Settlement Administrator and Putative Collective Members, except that Claimants' Counsel shall conduct a privilege review of any such communication prior to Respondent's Counsel receiving a copy and shall be entitled to redact any portion of such communication that it determines is subject to attorney-client privilege. The Settlement Administrator will update Claimants' Counsel and Respondent's Counsel weekly regarding the progress of the settlement administration, including returned mailings for which it is unable to obtain corrected addresses. At the end of the Opt-In Period, the Settlement Administrator will provide Claimants' Counsel a list of Participating Collective Members and their best-known contact information.

5. SETTLEMENT TERMS

5.1 Settlement Payments

- i. Respondent agrees to pay a maximum of Five Million Five Hundred Thousand Dollars (\$5,500,000.00), which shall fully resolve and satisfy any and all amounts to be paid to Participating Collective Members, any Arbitrator-approved Service Awards as more fully set forth herein, the Settlement Administrator's fees and costs, the Arbitrator's fees and costs, and Claimants' Counsel's fees and costs. This amount does not include the Employer Payroll Taxes, which Respondent will pay separately.
- ii. This Settlement covers and includes no more than 50,532 Eligible Workweeks for approximately 560 Putative Collective Members identified by Forrester in the mediation data. Should the total number of workweeks increase above exceed 52,048 ($50,532 + 3\%$), the Gross Fund will increase by a proportionate amount for each additional workweek (\$105.67 per workweek).
- iii. Within twenty-one (21) days of the Effective Date, Respondent shall pay the Gross Fund by wire transfer into the QSF ("Funding Date").
- iv. Within fourteen (14) days of the Funding Date, the Settlement Administrator will distribute the money in the QSF by making the following payments:
 - (a) Paying the Arbitrator-approved costs of Claimants' Counsel's fees, expenses, costs, Arbitration Costs, and Settlement Administration fees and costs as described in Sections 1.19, 2.5, 5.2.
 - (b) Paying the Arbitrator-approved Service Awards as described in Section 5.3.

- v. Within fourteen (14) days of the Funding Date, the Settlement Administrator will issue Settlement Packets to Putative Collective Members for their settlement amounts, as described in Section 4.1.
- vi. Any interest earned on the Gross Fund during the period of settlement administration will remain Respondent's sole and exclusive property.

5.2 Settlement Amounts Payable as Attorneys' Fees and Costs.

- i. In the Approval Motion, Claimants' Counsel shall ask the Arbitrator to approve payment of up to one-third of the Gross Fund (\$1,833,333.33) as an award of attorneys' fees, in addition to an award of reasonable out-of-pocket costs and expenses up to \$7,500. Respondent shall not oppose this application. The amount awarded by the Arbitrator and confirmed by the Court as an award of attorneys' fees and costs shall constitute full satisfaction of any claim for attorneys' fees or costs, and Claimants and Participating Collective Members agree that they shall not seek, nor be entitled to, any additional attorneys' fees or costs under any theory or from any source, incurred in relation to this case, other than fees and costs incurred in any effort to enforce the terms of this Agreement.
- ii. The substance of Claimants' Counsel's application for attorneys' fees and costs is not part of this Agreement and is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the Settlement and this Agreement. The outcome of any proceeding related to Claimants' Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Approval Motion.
- iii. If the Arbitrator awards less than the full amount of attorneys' fees, costs, and expenses requested by Claimants' Counsel, then only the reduced amount will be deemed to be Claimants' Counsel's fees and costs for purposes of this Agreement and the difference between the amount sought and the amount awarded shall be allocated to Participating Eligible Employees as part of the Net Fund.
- iv. Payment of Claimants' Counsel's fees, costs, and expenses shall constitute full satisfaction of any and all obligations by Releasees to pay any person, attorney, or law firm (including, but not limited to, Claimants' Counsel) for attorneys' fees, costs, and expenses (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) incurred on behalf of Claimants and Participating Collective Members regarding the Released Claims, and shall relieve the Releasees of any other claims or liability to any person for any attorneys' fees, costs, and expenses, (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) to which any person may claim to be entitled on behalf of the Claimants or any Participating Collective Members regarding the Released Claims. Upon payment of

Claimants' Counsels' fees, costs, and expenses hereunder, Claimants' Counsel, the Claimants, and Participating Collective Members shall release Releasees from any and all claims for attorneys' fees, costs, and expenses (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) relating to the Released Claims. Claimants' Counsel further represent and certify that they are not aware of any liens for attorneys' fees, costs, or expenses, existing, filed, or asserted with respect to any of the claims asserted in this matter.

5.3 Service Awards to Claimants.

- i. In the Approval Motion, Claimants will apply to the Arbitrator to receive Twelve Thousand Five Hundred Dollars (\$12,500.00) each from the Gross Fund for the services they rendered to the Putative Collective Members. Respondent shall not oppose this application.
- ii. The Service Awards and any requirements for obtaining any such payment are separate and apart from, and in addition to, Claimants' recovery from the Net Fund as a Putative Collective Member. The substance of Claimants' application for a Service Award is not part of this Agreement and is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy and good faith of the Settlement and this Agreement. The outcome of the Arbitrator's ruling on the application for Service Awards shall not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Approval Motion. Any Service Award money not approved by the Arbitrator shall become part of the Net Fund.
- iii. Claimants agree to a general release of their claims in exchange for receiving and accepting their Service Awards, as described in further detail in Section 6.2.

5.4 Payments to Participating Collective Members.

- i. Payments to Participating Collective Members will be made from the Net Fund and in accordance with Section 5.1 above. The settlement amount for each Putative Collective Member will be determined by the Settlement Administrator pursuant to the following formula:
 - (a) Respondent will provide the total number of Eligible Workweeks for each Putative Collective Member, and the number of Eligible Workweeks in California, Massachusetts, and any other state. Respondent will also provide the total number of Highly Compensated Workweeks and Incentive Workweeks for each Putative Collective Member. The administrator will confirm that that Respondents' workweek calculations are correct based on the available information.

- (b) For each Eligible Workweek that is not also a Highly Compensated Workweek or Incentive Workweek (as defined above), Putative Collective Members will receive two and a-half (2.5) points for each Eligible Workweek in California, one and a-half (1.5) points for each Eligible Workweek in Massachusetts, and one (1) point for each Eligible Workweek in any other state.
 - (c) For each Highly Compensated Workweek that is not also an Incentive Workweek (as defined above), Putative Collective Members will receive three-quarters of a point (0.75) for each Eligible Workweek in Massachusetts, and one-half a point (0.5) for each Eligible Workweek in any other state (except California employees, who are not subject to Highly Compensated Workweeks).
 - (d) For each Incentive Workweek, Putative Collective Members will receive one-tenth of a point (0.1) for each Eligible Workweek in any state.
 - (e) To calculate each Putative Collective Member's proportionate settlement amount, the Settlement Administrator shall:
 - 1. Add all points for all Putative Collective Members together to obtain the "Denominator";
 - 2. For each Putative Collective Member, divide his or her number of points by the Denominator to obtain his or her "Portion of the Net Fund";
 - 3. Multiply each Putative Collective Member's Portion of the Net Fund by the Net Fund to determine each Putative Collective Member's settlement amount.
- ii. Payments to PAGA Members will be made from the PAGA Fund and in accordance with Section 1.23 above. PAGA Members' estimate proportionate share of the PAGA Fund shall be determined by the Settlement Administrator pursuant to the following formula:
- (a) PAGA Members will receive one (1) point for each Eligible PAGA Workweek.
 - (b) To calculate each PAGA Member's proportionate share of the PAGA Fund:
 - 1. Add all points for all PAGA Members together to obtain the "Denominator";

2. Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member's "Portion of the PAGA Payment"; and
 3. Multiply each PAGA Member's Portion of the PAGA Payment by the PAGA Payment to determine each PAGA Member's portion of the PAGA Payment.
- iii. There is a rebuttable presumption that Forrester's personnel and payroll records are correct, but Putative Collective Members may, should they disagree with Forrester's records, provide documentation to show contrary employment dates in the Eligible Employee role within the Opt-In Period. Such a dispute shall be directed to the Settlement Administrator, who will promptly notify all Counsel of the individual's dispute and provide Counsel with a copy of the records provided by the individual and any other pertinent and available records. Putative Collective Members have a right to inquire about how their award calculation was made before they provide documentation contesting Forrester's records. Prior to any determination regarding the dispute, Forrester shall be provided the opportunity to review its records to confirm the dates and to share relevant information with Counsel and the Settlement Administrator. The Settlement Administrator shall independently resolve disputes arising under this paragraph and relating to a Putative Collective Member's work tenure and relevant work weeks and inform all Counsel of the determination of any such disputes. The Settlement Administrator's determination will be final and binding. In the event that a Putative Collective Member successfully disputes their allotted weeks, any additional Eligible Workweeks or Eligible PAGA Workweeks as determined by the Settlement Administrator shall be paid from the reversion, using the value per workweek allocated in the original Net Fund; or, if the reversion is insufficient to cover the amount owed for additional Eligible Workweeks or Eligible PAGA Workweeks, Respondent will pay an additional amount to cover the additional weeks; provided, however, that Respondent will retain the option not to have to pay anything additional outside of the amount of the Gross Fund, and that individual shall still have the right to participate in the settlement if they choose at the original amount of their pro rata settlement share. Reissued Settlement Checks to Putative Collective Members that successfully dispute their workweek calculations under this provision will be mailed no later than seven (7) days after the close of the Opt-In Period. These checks must be cashed within thirty (30) days of mailing. All amounts remaining in the QSF after this thirty (30) day period shall revert to Respondent.
- iv. The Settlement Administrator shall mail to all Putative Collective Members their Settlement Checks, less proper tax withholdings, as required by Section 4.1 of this Agreement. The Settlement Administrator shall use reasonable efforts to make an additional mailing to Putative Collective Members whose checks are returned because of incorrect addresses. Such efforts shall include: (a) obtaining correct addresses as described in Section

4.1; and/or (b) using social security numbers to obtain better address information.

- v. Putative Collective Members and PAGA Members shall cash their Settlement Checks within the Opt-In Period, as defined in Section 1.21, unless there is a dispute regarding the amount of the Settlement Check requiring the Settlement Check to be reissued, as described in Section 5.4(iii), in which case the time periods in that provision shall apply. All amounts remaining in the QSF following the Opt-In Period shall revert to Respondent, except as required to fund the resolution of Putative Collective Members' disputes described in Section 5.4(iii).
- vi. Respondent's Payroll Tax Responsibility and Tax Characterization of Payments.
 - (a) Half (50%) of the Settlement Payment pursuant to this Agreement shall be treated as wages and half (50%) of such payment shall be treated as interest, any applicable penalties, liquidated damages, and other non-wage relief for each Participating Collective Member outside of California. The allocation for California and Massachusetts Participating Collective Members shall be 40% to wages and 60% as penalties, liquidated damages, interest, and other non-wage compensation.
 - (b) One hundred percent (100%) of the PAGA Payment to each PAGA Member shall be treated as 1099 non-wage compensation.
 - (c) Payments treated as back 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. 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 Settlement Checks and Service Award and issuing IRS Forms W-2 and Form 1099. Payments of attorneys' fees and costs pursuant to Section 5.2 shall be made without withholding and shall be reported to the IRS and to Claimants' Counsel on an IRS Form 1099. The Settlement Administrator shall provide an indemnification to Respondent to tax liability associated with the tax allocation of the Service Awards as well as the tax reporting of attorneys' fees, costs and expenses.
 - (d) The employee portion of all applicable income and payroll taxes will be the sole responsibility of the individual Participating Collective Member receiving a Settlement Check and Participating Collective

Members hold Respondent harmless and indemnify Releasees for any liabilities, costs and expenses, including attorneys' fees, assessed or caused by any such taxing authority which result from Participating Collective Members' failure to remit taxes due, as determined to be owed by the Participating Collective Member by such taxing authority on payments made to the Participating Collective Member pursuant to the Agreement. The Parties make no representations, and it is understood and agreed that the Parties have made no representations, as to the taxability of any portions of the settlement payments to any Participating Collective Members or any payments to the Claimants. The Notice will advise Putative Collective Members to seek their own tax advice prior to acting in response to that Notice. Neither Claimants' Counsel nor Respondent's Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.

6. RELEASE OF CLAIMS

- 6.1** Release by Participating Collective Members. Conditioned upon the Arbitrator's approval, and in exchange for the monetary consideration recited in this Agreement, each Participating Collective Member shall execute a "back of the check" release that releases and discharges Releasees from the Released Claims. Accordingly, all settlement checks shall contain, on the back of the check, the following limited endorsement:

RELEASE OF CLAIMS:

By signing and/or cashing this check, I consent to participate in the Forrester Research, Inc. arbitration pending before Arbitrator Hunter Hughes. I agree to be bound by the Settlement Agreement in that case.

I waive, release, and forever discharge Forrester Research, Inc. and the Releasees from any and all FLSA and state and local law wage and hour claims alleged in the arbitration demand or that could have been alleged based on the facts alleged and that arose during my employment as an Eligible Employee during the Collective Period, including without limitations, all common law, local, state and federal claims, whether known or unknown, for unpaid overtime wages, meal and rest breaks, waiting time penalties, wage statement violations, unpaid business expenses, and related claims for interest, penalties, liquidated damages, attorneys' fees, costs, and expenses.

- 6.2** Release by Claimants. In the event Claimants receive and accept a Service Award, they will additionally waive, release, and discharge Releasees from all demands, claims and actions, whether known or unknown, relating to their employment or the termination of their employment with Respondent, 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, the Older Workers Benefit Protection Act (“OWBPA”), the Lilly Ledbetter Fair Pay Act of 2009, the Worker Adjustment and Retraining Notification Act; the Employee Retirement Income Security Act; the Consolidated Omnibus Budget Reconciliation Act; the Genetic Information Non-Discrimination Act; the National Labor Relations Act; the Fair Credit Reporting Act; the Immigration Reform and Control Act; the Sarbanes-Oxley Act of 2002, and any other federal, state or local statute (including all laws of the state of California and Massachusetts), regulation, and order, and in common law, including but not limited to any claims or allegations brought under any state or district statute or regulation for non-payment of wages, bonuses, or other compensation, tort law; contract law; wrongful discharge; retaliation; discrimination; harassment; fraud; defamation; emotional distress; and breach of the implied covenant of good faith and fair dealing through the date he or she signs this Agreement; provided, however, that Claimants 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. Claimants do not release any claim or right that cannot be released as a matter of law.

7. PARTIES’ AUTHORITY

- 7.1** 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. The Claimants further acknowledge that they are, together with Claimants’ Counsel, fully authorized to bind themselves and Participating Collective Members to all terms set forth in this Agreement.

8. MUTUAL COOPERATION

- 8.1** The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Arbitrator’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 award of the Arbitrator, or otherwise, to effectuate this Agreement and the terms set forth herein.
- 8.2** Claimants, Claimants’ Counsel, and Respondent and its counsel, hereby agree that no party shall file an appeal of Court’s confirmation of the Arbitrator’s approval award.

9. NO ADMISSION OF LIABILITY

- 9.1** Respondent denies all of the allegations made by Claimants and denies that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted herein. Nonetheless, without admitting or conceding any liability or damages whatsoever,

Respondent has agreed to settle these claims on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation.

- 9.2** The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing collective action certification under the FLSA pursuant to 29 U.S.C. § 216(b) are met. Should this settlement not become final, such stipulation to conditional certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not conditional certification would be appropriate in a non-settlement context.

10. TOLLING AGREEMENT

- 10.1** On October 7, 2022, the running of the statutes of limitations for the Claimants and Putative Collective Members was tolled by the agreement of the Parties. The Parties agree that upon confirmation by the Court of approval of the Settlement by the Arbitrator, the tolling agreement shall have no effect and the statutes of limitation began to run effective April 20, 2023, to the extent the Claimants and Putative Collective Members do not become Participating Collective Members.

11. MEDIA AND PUBLICITY

- 11.1** Claimants, Claimants' Counsel, Respondent, and Respondent's Counsel shall not, before or during the Opt-in Period: (i) issue a press release or otherwise notify the media about the terms of the Settlement; or (ii) advertise or publicize the settlement, including but not limited to on any social media platform, through written, recorded or electronic communications. Nothing herein shall limit Claimants' or Claimants' Counsel's communications with Putative Collective Members that have questions or comments about the settlement. Nothing herein shall limit Claimants' or Claimants' Counsel's communications with Participating Collective Members.

12. REPRESENTATIONS OF CLAIMANTS' COUNSEL

- 12.1** Claimants' Counsel represent and warrant on behalf of themselves, and all others acting on their behalf, that as of the date of this Agreement they: (a) have not been retained by any other individuals with the same or similar claims against Respondent that have been alleged by the Claimants; and (b) are unaware of any other individuals who, to their knowledge, are planning to assert the same or similar claims against Respondent that have been alleged by the Claimants.

13. TERMINATION OF AGREEMENT

- 13.1** Grounds for Settlement Termination. Claimants' Counsel or Respondent's Counsel may terminate the Agreement if the Arbitrator declines to approve the Settlement or the Court (or subsequent appellate court) does not confirm the Arbitrator's Approval Award. In addition, in the event that, after receipt of the PAGA Notice Letter sent by Claimants' Counsel, the California LWDA decides to investigate the allegations in that letter, Respondent will have the option to terminate the Agreement.

- 13.2** Procedures for Termination. To terminate the Agreement on one of the grounds specified above, the terminating Counsel shall give written notice to the opposing counsel no later than five (5) business days after the Arbitrator, Court, or LWDA acts. The Parties agree that upon such notice by any Party, the Parties will negotiate in good faith to attempt to resolve any differences and/or dismiss the action without prejudice and seek approval before another arbitrator or confirmation in another court.
- 13.3** Effect of Termination. In the event that this Agreement is terminated: (1) the Agreement shall have no force or effect, and no Party shall be bound by any of its terms; (2) Respondent shall have no obligation to make any payments to any Party, Putative Collective Members, or Claimants' Counsel, except that the Party terminating the Agreement will pay the Settlement Administrator and/or Arbitrator for services rendered up to the date the Settlement Administrator or Arbitrator is notified that the Agreement has been terminated; (3) 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 the action prior to the settlement, including the Tolling Agreement which shall remain in full force and effect; and (4) neither the Agreement, nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence litigation or any other action for any purpose whatsoever.
- 13.4** Respondent reserves the right to oppose collective action and class certification should the Agreement not become final.
- 14. LIMITATION OF PARTIES' USE OF THE SETTLEMENT TO SUPPORT CLASS OR CONDITIONAL CERTIFICATION**
- 14.1** None of the Claimants, Putative Collective Members, Claimants' Counsel, Respondent or Respondent's Counsel shall use: (1) the fact of this settlement of the Released Claims; (2) the terms of this Agreement or (3) any information, data, or documents exchanged in connection with this settlement of the Released Claims, to support or oppose any Section 216(b) Motion for Conditional Certification under the FLSA or any Federal Rule of Civil Procedure 23 Motion For Class Certification. Specifically, the Claimants, the Putative Collective Members, and Claimants' Counsel agree that they will not argue, in seeking conditional certification of an FLSA collective (or opposing decertification of an FLSA collective) or the Federal Rule of Civil Procedure 23 certification of a putative state law class on claims asserted this matter or in any other such action, that a putative collective is similarly situated or appropriate for class treatment because Respondent agreed to settle the Released Claims on a collective and/or class basis, nor shall Respondent argue, in opposing conditional certification of an FLSA collective (or seeking decertification of an FLSA collective) or in opposing the Federal Rule of Civil Procedure 23 certification of a putative state law class on any claims asserted in this matter or in any other such action, that a putative collective is not similarly situated or appropriate for class treatment because Respondent agreed to settle the Released Claims on a collective and/or class basis. Moreover, Respondent shall not use Claimants' mediation declarations for any purpose in any litigation.

15. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

- 15.1** Inadmissibility of Agreement. Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.
- 15.2** Further Acts. Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
- 15.3** Destruction or Return of Evidence. Upon distribution of all settlement funds, Claimants' Counsel shall destroy or return all documents, data, and other information produced or provided by Respondent during the course of the negotiations of this Settlement, except to the extent retention is required by applicable ethical rules and/or malpractice policies.
- 15.4** No Assignment. Claimants 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. Any attempt to do so shall be of no force or effect.
- 15.5** Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement, excepting the Parties' separate tolling agreement dated October 7, 2022.
- 15.6** Binding Effect. This Agreement shall be binding upon the Parties and, with respect to Respondent, its affiliates, parents, subsidiaries, predecessors, successors, employees, and agents; and, with respect to Claimants, their spouses, children, representatives, heirs, legatees, administrators, trustees, guardians, estates, executors, beneficiaries, conservators, attorneys, and assigns.
- 15.7** 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.
- 15.8** 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.

- 15.9 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.
- 15.10 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Massachusetts, regardless of 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.
- 15.11 Continuing Jurisdiction.** The Arbitrator 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.
- 15.12 Waivers, etc. to Be in Writing.** No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Arbitrator'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 Arbitrator 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.
- 15.13 Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.
- 15.14 Facsimile, Electronic, and E-mail Signatures.** Any party may execute this Agreement by signing, including by electronic means, or by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile, e-mail, or electronic signature technology to counsel for the other party. Any signature made and transmitted by facsimile, e-mail, 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, e-mail, or electronic signature technology.
- 15.15 Signatories.** This Agreement is valid and binding if signed by Respondent's authorized representatives and any one of the Claimants.

WE AGREE TO THESE TERMS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURES TO THIS AGREEMENT COMMENCE ON THE NEXT PAGE]

By: _____
Dulce Chimilio

Dated: _____

By: _____
Jeff McLaughlin

Dated: _____

By: _____
David Schachner

Dated: _____

By:  _____
Forrester Research, Inc.
Ryan Darrah, Chief Legal Officer

Dated: August 18, 2023

By:  _____
Dulce Chimilio

Dated: 08/17/2023 _____

By: _____
Jeff McLaughlin

Dated: _____

By: _____
David Schachner

Dated: _____

By: _____
Forrester Research, Inc.
Ryan Darrah, Chief Legal Officer

Dated: _____

By: _____
Dulce Chimilio

Dated: _____


By: _____
Jeff McLaughlin

Dated: 08/22/2023

By: _____
David Schachner

Dated: _____

By: _____
Forrester Research, Inc.
Ryan Darrah, Chief Legal Officer

Dated: _____

By: _____
Dulce Chimilio

Dated: _____

By: _____
Jeff McLaughlin

Dated: _____

By:  _____
David Schachner

Dated: 08/17/2023

By: _____
Forrester Research, Inc.
Ryan Darrah, Chief Legal Officer

Dated: _____

EXHIBIT A-1 (NOTICE)

OFFICIAL NOTICE OF COLLECTIVE ACTION SETTLEMENT

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

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

A settlement has been approved to resolve claims brought on behalf of individuals employed by Forrester Research, Inc. (“Forrester”) as exempt-classified Account Managers, Account Executives, Customer Success Managers, and other similar positions (“Eligible Employees”) in New York between October 7, 2016 and June 28, 2023, in California between October 7, 2018 and June 28, 2023, and in all other states between October 7, 2019 and June 28, 2023 (“Collective Periods”).

On [date], three former Forrester employees Dulce Chimilio, Jeff McLaughlin, and David Schachner (“Claimants”) filed an arbitration alleging that Forrester violated the law by misclassifying Eligible Employees as exempt from overtime under federal and certain state laws. Forrester denies the allegations and maintains that it has properly classified all of its employees at all times and compensated them in accordance with the law at all times. The parties have entered into a settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Neither the arbitrator nor the court has made any ruling on the merits or decided who is right.

You are receiving this Notice because Forrester records indicate that you are an Eligible Employee.

A settlement check payable to you in the amount of [Samount] [is enclosed (MAIL)/was sent to the above address on XX DATE (EMAIL)]. Please read this Notice before signing and cashing or depositing the check.

Deadline: The last day to cash the enclosed settlement check is [INSERT DATE THAT IS 120 DAYS FROM MAILING OR 120 DAYS FROM REMAILING]. After that date, the check will be null and void, and you will no longer be eligible for a payment from the above-captioned action.

Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SIGN AND CASH THE CHECK	By signing and cashing or depositing the settlement check on or before [insert date that is 120 days from mailing or 120 days from remailing], you are agreeing to participate in the settlement, and you are releasing the Released Claims discussed in Section 1 below.
DO NOT SIGN OR CASH THE	If you do not wish to be bound by the settlement, then you should not sign, cash, or deposit your settlement check. If you do not cash your settlement

CHECK	check by [insert date that is 120 days from mailing or 120 days from remailing], then your check will be cancelled, you will not receive a settlement payment in this case, and you will not release any claims against Forrester or the Released Parties. You will not necessarily be entitled to these funds or any other funds in the future.
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Your legal rights and options – **and the deadlines to exercise them** – are explained below.

BASIC INFORMATION

1. What are the terms of the settlement?

Forrester has agreed to pay a single lump sum payment to be allocated (after the deductions for attorneys' fees, costs, service award(s), settlement administration costs, arbitration costs, and other Arbitrator-approved expenses) among Eligible Employees who worked during the Collective Periods.

If you cash or deposit the enclosed check, then you will join the Settlement and be bound by its terms and conditions. In exchange for collecting this payment, you will release Forrester and the Released Parties (as defined in the Settlement Agreement) from any and all Fair Labor Standards Act and state and local law wage and hour claims alleged in the arbitration demand or that could have been alleged based on the facts alleged and that arose during your employment as an Eligible Employee during the Collective Period, including without limitations, all state and federal claims for unpaid overtime wages, meal and rest breaks, waiting time penalties, wage statement violations, unpaid business expenses, and related claims for interest, penalties, liquidated damages, attorneys' fees, costs, and expenses.

2. How is my payment calculated?

Based on the allocation formula in Section 5.4 of the Settlement Agreement that has been approved by the Arbitrator and confirmed by the court and your total number of workweeks worked while at Forrester, you are receiving a gross settlement payment of **\$[AMOUNT]**. The Settlement Administrator used information from Forrester's records to calculate your payment.

For Eligible Employees outside of California and Massachusetts, one half (50%) of the settlement payment to each eligible employee will be treated as wages and will be subject to required withholdings and deductions, while the remaining half (50%) will be treated as non-wage compensation and thus taxes will not be withheld. The allocation for Eligible Employees in California and Massachusetts shall be 40% to wages and 60% as penalties, liquidated damages, interest, and other non-wage compensation. If you have questions about your calculation, then you may contact the Settlement Administrator or Claimants' Counsel using the information in Sections 3 or 6 below.

Claimants' Counsel and Forrester's Counsel do not make any representations concerning the tax consequences of this settlement or your participation in it, and you are advised to seek your own personal tax advice prior to acting in response to this Notice.

3. How do I participate in the settlement?

A check is [enclosed (MAIL)/was sent to you on XX DATE (EMAIL)]. To participate in the settlement you must sign, and cash or deposit the settlement check prior to [insert date that is 120 days from mailing or 120 days from remailing].

By cashing or depositing the check, you consent and agree to be bound by the terms of the settlement and the release approved by the Arbitrator and court, and you also agree to designate Claimants' Counsel, Outten & Golden LLP, to represent you in this case. You further agree to release all claims as set forth on the back of your settlement check.

If you have questions about your settlement check, then you may contact the Settlement Administrator at:

[Settlement Administrator contact info]

If you have other questions about the information in this Notice or your rights, then you may contact Claimants' Counsel using the contact information listed in Section 6, below.

4. What happens if I do not want to participate in the settlement?

If you do not want to participate in the Settlement and receive a share of the settlement fund, then you should take no action and you should not sign, cash, or deposit the check.

5. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. To the extent there is any inconsistency between this Notice and the Settlement Agreement, the provisions in the Settlement Agreement control. You may obtain a copy of the Settlement Agreement by contacting the Settlement Administrator or Claimants' Counsel using the contact information below.

6. Do I have a lawyer in this case?

The Arbitrator has appointed Outten & Golden LLP to represent you and all Eligible Employees who participate in the settlement. You will not be charged for services provided by these lawyers. Their fee will be deducted from the settlement as described above and you do not owe them any additional money for their services in this settlement. You do not need to retain your own attorney to participate, but you are free to do so, at your own expense. The Claimants' lawyers' contact information is:

Melissa L. Stewart
Ryan Cowdin
Jarron D. McAllister
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017
(212) 245-1000
[insert]@outtengolden.com

DATED: _____, 20__

**PLEASE DO NOT CALL OR WRITE THE ARBITRATOR OR COURT ABOUT THIS
NOTICE FOR ANY REASON.**

EXHIBIT A-2 (TEXT NOTICE)

Recently you should have received a mailed Settlement Packet advising you that you are eligible to participate in the Forrester Research collective action settlement, including a Settlement Check. To participate in the settlement, you must sign and cash or deposit the settlement check prior to [insert date that is 120 days from mailing]. If you did not receive the Settlement Packet, you may request a reissue at [administrator email]. For questions about your legal rights, contact Outten & Golden LLP at (212) 245-1000 or [insert]@outtengolden.com and mention the Forrester Settlement. Reply *STOP* to prevent further notifications.

EXHIBIT B-1 (REMINDER POSTCARD)

**IMPORTANT REMINDER REGARDING
FORRESTER RESEARCH COLLECTIVE ACTION SETTLEMENT**

Recently you should have received a Settlement Packet advising that you are eligible to participate in the settlement of a collective action for unpaid overtime and related claims against Forrester Research, Inc., with a settlement check enclosed. Our records reflect that you have not cashed or deposited the check sent to you. If you did not receive the Notice and settlement check, you should contact the Settlement Administrator at [XX]@[XXX].com to request another check.

IMPORTANT DEADLINE: In order to participate in the settlement, you must cash or deposit your check on or before **[INSERT DATE 120 DAYS FROM MAILING OR 120 DAYS FROM REMAILING FOR UNDELIVERABLES, WHICHEVER IS LATER]**. If you do not cash your check by this date, it will become void and you will not be entitled to recover any portion of the settlement in the future.

If you have any questions, you should contact the Settlement Administrator at [contact] or Melissa L. Stewart, Ryan Cowdin, or Jarron D. McAllister at Outten & Golden LLP at (212) 245-1000 (mention the Forrester Settlement) or [insert]@outtengolden.com.

EX. B-2 (REMINDER EMAIL)

From: Forrester Settlement Administrator ([XX]@[XXX].com)
Subject: IMPORTANT REMINDER – DEADLINE TO CASH FORRESTER COLLECTIVE ACTION SETTLEMENT CHECK

Body of Email:

<<Name1>>

On [DATE], you were mailed a settlement check for your portion of the Forrester Collective Action Settlement. Our records indicate that you have not cashed or deposited your settlement check. If you did not receive the Notice and settlement check, you should contact the Settlement Administrator at [XX]@[XXX].com.

You must cash or deposit your settlement check on or before [INSERT DATE 120 DAYS FROM MAILING], or your check will become void and you will not be entitled to recover any portion of the settlement in the future.

If you have any questions, you should contact the Settlement Administrator at [contact], or Melissa L. Stewart, Ryan Cowdin, or Jarron D. McAllister at Outten & Golden LLP at (212) 245-1000 or [XX]@outtengolden.com and mention the Forrester Overtime Settlement.

EXHIBIT B-3 (REMINDER TEXT)

Recently you should have received a mailed Settlement Packet advising you that you are eligible to participate in the Forrester Research collective action settlement, including a Settlement Check. To participate in the settlement, you must sign and cash or deposit the settlement check prior to [insert date that is 120 days from mailing]. If you did not receive the Settlement Packet, you may request a reissue at [administrator email]. For questions about your legal rights, contact Outten & Golden LLP at (212) 245-1000 or [insert]@outtengolden.com and mention the Forrester Settlement. Reply *STOP* to prevent further notifications.

EXHIBIT C (PAGA CHECK ENCLOSURE LETTER)

Dear [PAGA Member Name]:

The enclosed check includes your share of the California Private Attorneys General Act (“PAGA”) settlement payment in the Forrester Research, Inc. (“Forrester”) arbitration, a collective action settlement filed before Arbitrator Hunter Hughes. You are receiving this check because you are a PAGA Member in the settlement, which is defined to include individuals employed by Forrester in California as exempt Account Managers, Account Executives, Customer Success Managers, and other similar positions (as determined by the Parties) (“Eligible Employees”) from October 7, 2021 through June 28, 2023.

Claimants alleged that Forrester misclassified Eligible Employees as exempt from the overtime pay requirements of federal and California state law, and consequently failed to pay them overtime pay. Claimants also brought related claims against Forrester for alleged violations of the California Labor Code, including claims for unpaid wages, missed meal breaks, proper wage statements, timely final pay, unreimbursed business expenses, and related claims for penalties. The action also included a PAGA claim brought on behalf of the State of California that sought penalties from Forrester for the overtime and other violations Claimants alleged. Forrester denies all of Claimants’ allegations and maintains that it has properly classified all of its employees at all times and compensated them in accordance with the law at all times.

To settle the PAGA claim, Forrester agreed to pay up to \$50,000 (out of the Gross Fund as defined in the Settlement Agreement), which will be distributed according to PAGA’s requirement that 75% be distributed to the California Labor Workforce Development Agency and the remaining 25% be paid to members of the PAGA Member group (“PAGA Payment”). Your individual PAGA settlement payment is determined by your proportional share of the \$12,500 PAGA Payment, based on the number of weeks you worked between October 7, 2021 and June 28, 2023 as Eligible Employee in California. This PAGA settlement check is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this settlement, you are precluded from bringing any and all claims under PAGA pled in the operative demand(s) that accrued during your employment as an Eligible Employee, relating back to the full extent of the applicable statutes of limitations, including any period tolled by the Parties’ tolling agreement, and continuing through June 28, 2023.

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

You must cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date and will revert to the California unclaimed property fund under your name. If you have any questions about the calculation of your payment, then please contact the Settlement Administrator at [contact info].

Regards,

[Forrester Settlement Administrator]

Exhibit B

Consent to Join Form

I consent to be a party plaintiff in the lawsuit against Forrester Research, Inc. and/or related entities and individuals ("Forrester" or "Defendant") in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).



Signature

Dulce Chimilio

Print Name

Consent to Join Form

I consent to be a party plaintiff in the lawsuit against Forrester Research, Inc. and/or related entities and individuals ("Forrester" or "Defendant") in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).



Signature

Jeff McLaughlin

Print Name

Consent to Join Form

I consent to be a party plaintiff in the lawsuit against Forrester Research, Inc. and/or related entities and individuals ("Forrester" or "Defendant") in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).



Signature

David Schachner

Print Name