SETTLEMENT AGREEMENT AND RELEASE

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

RECITALS

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

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

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

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

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

WHEREAS, Plaintiffs' Counsel analyzed and evaluated the merits of Plaintiffs' and other Sales Development Representatives' claims; obtained and reviewed documents relating to Plaintiffs' personnel file and Defendant's policies; analyzed payroll data; and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the claims, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that in the event of a recovery, it would not occur for several years, Plaintiffs' Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of Plaintiffs and Sales Development Representatives;

NOW, THEREFORE, in consideration of the mutual covenants and promises that are set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the claims on the following terms and conditions:

1. DEFINITIONS

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

1.1. **Agreement** or **Settlement** means this Settlement Agreement and Release and the Exhibits hereto, which the Parties agree and understand set forth all terms and conditions of the Settlement between them, and which is subject to Court approval.

1.2. **Approval Date** means the date on which the Court enters the Approval Order.

1.3. **Approval Motion** means the motion filed with the Court seeking the Approval Order.

1.4. **Approval Order** means an order to be approved and entered by the Court, which approves the terms of this Agreement and Settlement.

1.5. **Attorneys' Fees and Costs** means such funds as may be awarded by the Court to Plaintiffs' Counsel to compensate them for their attorneys' fees and reimbursement for out-of-pocket costs.

1.6. **Bar Date** means the date that is sixty (60) Days from the date of the initial mailing of Notice, except for Class Members to whom Notice is re-mailed, for whom the Bar Date shall be the later of the sixty (60) Days from the initial mailing or thirty (30) Days from the date of re-mailing, whichever is later, provided that no re-mailings will be completed after the 60th day after the initial mailing. The Bar Date is the deadline for Class Members' Objections or Opt-Out Statements, if any.

1.7. **Check Cashing Period** means the one-hundred fifty (150) Day period beginning the day the Settlement Administrator sends the Individual Settlement Checks to Participating Class Members, Putative Collective Members, and PAGA Members.

1.8. **Class List** means a list of Class Members, Putative Collective Members, and PAGA Members, including their names, Employee ID number, last known addresses, last known personal mobile telephone numbers, last known personal email addresses, dates worked as an SDR, total compensation earned as an SDR during the Relevant Time Period, and state(s) of employment during the Relevant Time Period. Defendant also will provide the Settlement Administrator with each Class Member, Putative Collective Member, and

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

1.9. **Class Members** means all Sales Development Representatives employed by Drata in California during the Class Period.

1.10. **Class Period** means May 1, 2021 through September 1, 2025.

1.11. **Complaint** means the Complaint to be filed by Plaintiffs in the Court pursuant to Section 2.1 of this Agreement.

1.12. **Court** means New York State Supreme Court, Nassau County.

1.13. **Days** means calendar days.

1.14. **Defendant** or **Drata** means Drata Inc.

1.15. **Defendant's Counsel** means Cooley LLP.

1.16. **Electronic Payment** means the payment issued to each individual who elects on the online portal maintained by the Settlement Administrator to receive payment of their Individual Settlement Amount and/or Individual PAGA Settlement Amount through electronic means and electronically agrees to the release of claims language set forth in Section 8. Participating Class Members and Putative Collective Members will have until the Final Effective Date to elect to receive Electronic Payment.

1.17. **Eligible Workweek** means each calendar week worked by a Sales Development Representative during the relevant FLSA Collective Period, Class Period, and/or PAGA Period.

1.18. **Eligible PAGA Pay Period** means each pay period worked by a PAGA Member in the job title of Sales Development Representative during the PAGA Period.

1.19. **Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation in this Settlement.

1.20. **Fairness Hearing** means the hearing scheduled at the Court's discretion after the Bar Date.

1.21. **Final Effective Date** means: (i) if there no Objectors, thirty (30) Days plus two (2) business days following the Notice of Entry of Judgment, which Plaintiffs will enter thirty (30) Days after the expiration of the Bar Date; (ii) if there are Objectors, and/or the Court schedules a Fairness Hearing, thirty (30) Days following the Court's final approval of this Agreement following the Fairness Hearing; (iii) if there are Objectors, and the Court does not schedule a Fairness Hearing, thirty (30) Days following the Court's final approval of this Agreement without a Fairness Hearing; or (iv) if an appeal of the Approval Order is timely filed, the latest of the following, if applicable, becomes the Final Effective Date: (1) the date any appeal from the Approval Order has been finally dismissed and all other appellate review has been exhausted; (2) the date the Approval Order has been affirmed on appeal in a form substantially identical to the form of the Approval Order entered by the Court and all other appellate review has been exhausted; (3) the time to petition for review with respect to any appellate decision affirming the Approval Order has expired; or (4) if a petition for review of an appellate decision is filed, the date the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Approval Order in a form substantially identical to the form of the Approval Order entered by the Court.

1.22. **FLSA Collective Period** means June 11, 2021 through September 1, 2025.

1.23. **Funding Date** means seven (7) business days after the Final Effective Date.

1.24. **Individual PAGA Settlement Amount** means each PAGA Member's share of the PAGA Payment calculated in accordance with this Agreement.

1.25. **Individual Settlement Amount** means each Participating Class Member's and each Putative Collective Member's share of the Net Fund calculated in accordance with this Agreement.

1.26. **Individual Settlement Check** means the check issued to each Participating Class Member and Putative Collective Member for their Individual Settlement Amount and to PAGA Members for their Individual PAGA Settlement Amount (other than those who elect Electronic Payment prior the Final Effective Date). For PAGA Members who are also Participating Class Members, the Individual Settlement Amount and the Individual PAGA Settlement Amount may be combined in one check.

1.27. **Gross Settlement Amount** means a common fund in the amount of One Million Three Hundred Thousand Dollars ($1,300,000.00), subject to Section 7.1.b, which includes any and all Court-approved Attorneys' Fees and Costs; Court-approved Service Awards; the PAGA Fund (consisting of the LWDA Payment and the PAGA Payment); settlement administration costs; and all payments to Participating Class Members and Participating Collective Members. In no event will Defendant be required to pay more than the Gross Settlement Amount, subject to Section 7.1.b, except that Defendant will separately pay any applicable Employer Payroll Taxes.

1.28. **Litigation** means the Court proceedings that flow from the filing of the Complaint.

1.29. **LWDA Payment** means sixty-five percent (65%) of the PAGA Fund, or Fourteen

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

1.30. **Net Fund** means the remainder of the Gross Settlement Amount after deductions/payments for: (1) any Court-approved Attorneys' Fees and Costs; (2) any Court-approved Service Awards; (3) the PAGA Fund; and (4) settlement administration costs.

1.31. **Notice** means the Court-approved Notice of Proposed Class Action Settlement (for Class Members) and Notice of Proposed Collective Action Settlement (for Putative Collective Members), as authorized in the Approval Order, in a form substantially similar to **Exhibits A-1 and A-2**.

1.32. **Objection** means a written statement that an individual Class Member may submit to object to the Settlement.

1.33. **Objector** means a Class Member who properly files an Objection to the Settlement.

1.34. **Opt-Out Statement** means a written, signed statement that an individual Class Member submits to opt out and be excluded from this Settlement.

1.35. **PAGA Check Enclosure Letter** means the letter informing PAGA Members of the PAGA claims, to be as authorized in the Approval Order, in a form substantially similar to **Exhibit C**.

1.36. **PAGA Fund** means Twenty-Two Thousand Six Hundred Dollars ($22,600) of the Gross Settlement Amount that is attributed to settle fully and finally the PAGA claims of PAGA Members.

1.37. **PAGA Members** means all Sales Development Representatives employed by Drata in California during the PAGA Period.

1.38. **PAGA Payment** means thirty-five percent (35%) of the PAGA Fund, or Seven Thousand Nine Hundred and Ten Dollars ($7,910.00), which shall be distributed to PAGA Members.

1.39. **PAGA Period** means June 11, 2023 through September 1, 2025.

1.40. **Participating Class Members** means all Class Members who do not timely submit Opt-Out Statements.

1.41. **Participating Collective Members** means each Putative Collective Member who opts-in to the settlement by either (a) electing to receive an Electronic Payment prior to the Final Effective Date or (b) endorsing and cashing an Individual Settlement Check within the Check Cashing Period.

1.42. Parties means Plaintiffs and Defendant.

1.43. Plaintiffs means Madison De La Cruz, William Hubert, Parker Kendle, Christopher Lieu, DeAvin Rencher, Daniel Rovick, Ethan Rovick, Maclaine Scher, and Gabriel Topping.

1.44. Plaintiffs' Counsel or **Class Counsel** means Outten & Golden LLP and Werman Salas P.C.

1.45. Putative Collective Members or **the Collective** means all Sales Development Representatives employed by Drata in the United States, except in California, during the FLSA Collective Period.

1.46. Qualified Settlement Fund or **QSF** means the account established by the Settlement Administrator for the Gross Settlement Amount to be paid by Defendant.

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

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

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

1.50. **Released Parties** means Drata and all of its affiliates, parents, subsidiaries, predecessors, successors, and all other related entities, including but not limited to all and each of their incumbent and former officers, directors, owners, members, managers, shareholders, investors, insurers, reinsurers, administrators, beneficiaries, trustees, employee benefit plans, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities.

1.51. **Relevant Time Period** means the Class Period for Class Members, the FLSA Collective Period for Putative Collective Members, and the PAGA Period for PAGA Members.

1.52. **Reminder** means the Court-approved reminder to be sent by the Settlement Administrator to Class Members and Putative Collective Members by U.S. Mail, email, and text message, reminding them to cash their Individual Settlement Checks in forms substantial similar to those under **Exhibit B**.

1.53. **Sales Development Representatives** or **SDRs** means all exempt-classified individuals employed by Drata in the United States in the job title Sales Development Representative, including: Sales Development Representative, Sales Development Representative 1, Sales Development Representative 2, Sales Development Representative – Commercial, Sales Development Representative – Commercial 1, Sales Development Representative – Commercial 2, Sales Development Representative – Commercial 3, Sales Development Representative – Commercial Market 2, Sales Development Representative – Emerging 1, Sales Development Representative – Emerging 2, Sales Development Representative – Emerging Market 1, Sales Development Representative – Emerging Market 2, Sales Development Representative – Emerging Market 3, Sales Development Representative – Enterprise, Sales Development Representative – Enterprise 1, Sales Development Representative – Enterprise 2, Sales Development Representative – Inbound 1, Sales Development Representative – Inbound 2, Sales Development Representative – Mid-Market 2, Senior Sales Development Representative, Senior Sales Development Representative – Commercial, Senior Sales Development Representative – Emerging, Senior Sales Development Representative – Enterprise, Senior Sales Development Representative – Inbound, Senior Sales Development Representative – Mid-Market, Sales Development Lead, SDR Team Lead, and Team Lead Sales Development – Inbound during the Relevant Time Period.

1.54. **Service Award** means any Court-approved award of up to Seven Thousand Five Hundred Dollars ($7,500.00) to be paid to each Plaintiff in recognition for their services as Named Plaintiffs (in total, $67,500) and in exchange for Plaintiffs providing Defendant with the General Release memorialized in Section 8.4 of this Agreement.

1.55. **Settlement Administrator** means the qualified administrator selected pursuant to Section 3.1 to disseminate the Notice, administer the calculation, allocation, and distribution of the

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

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

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

2. INITIATION OF ACTION AND MOTION FOR SETTLEMENT APPROVAL

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

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

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

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

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

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

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

3.3. Settlement Administrator Indemnity. The Settlement Administrator shall indemnify the Parties, Plaintiffs' Counsel, and Defendant's Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters.

3.4. Access to the Settlement Administrator. The Parties will have equal access to communicating with the Settlement Administrator. The Settlement Administrator will provide regular reports to counsel for the Parties regarding the status of the mailing of the Notice, Individual Settlement Checks, and Reminders.

3.5. Cooperation with the Settlement Administrator. Defendant agrees to cooperate with and to provide accurate information to the extent reasonably available to the Settlement Administrator. In consultation with Defendant's Counsel and Plaintiffs' Counsel and based on Defendant's business records, the Settlement Administrator will calculate the Individual Settlement Amounts and Individual PAGA Settlement Amounts to be distributed pursuant to this Agreement and locate Settlement Class Members.

4. NOTICE

4.1. Class List. Within seven (7) business days after entry of the Approval Order, Defendant's Counsel shall provide the Settlement Administrator and Plaintiffs' Counsel with the Class List. Defendant also will provide the Settlement Administrator with each Putative Collective Member and Class Member's social security number, pursuant to a confidentiality and nondisclosure agreement with the Settlement Administrator.

4.2. Notice Content. The Notices, in forms substantially similar to those under **Exhibit A**, will include a description of the claims and this Agreement, the Settlement Class Members' Work Dates, information about how to dispute Work Dates, the estimated amount of each Settlement Class Member's Individual Settlement Check, and the opportunity (and consequences) of objecting or opting out (for Class Members) or participating by endorsing and cashing an Individual Settlement Check or electing to receive an Electronic Payment (for Participating Class Members and Putative Collective Members).

4.3. Notice Distribution. Within twenty-one (21) Days after receipt of the Class List, the Settlement Administrator shall send to all Settlement Class Members the Court-approved

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

4.4. **Skip Trace and Remailing.** The Settlement Administrator shall use all reasonable means to confirm Settlement Class Members' addresses and obtain new addresses, as necessary. In the event that a Notice or Individual Settlement Check is returned as undeliverable, the Settlement Administrator shall attempt to obtain a correct address, including by tracing any Notices returned undeliverable by mail or email up to two times to obtain a new mailing address, email address, or phone number and resending the Notices by First Class U.S. Mail and/or email, provided that no remailing takes place after the 60th day after the initial mailing is sent out. The Settlement Administrator shall also mail or email a Notice to any Settlement Class Member who contacts the Settlement Administrator or Plaintiffs' Counsel during the period between the initial mailing of the Notice and the Bar Date and requests a Notice.

4.5. **No Solicitation.** The Parties, Plaintiffs' Counsel, and Defendant's Counsel agree that at no time shall any of the Parties, Plaintiffs' Counsel, or Defendant's Counsel seek to solicit, persuade, or otherwise encourage Class Members to submit an Objection or Opt-Out Statement. Likewise, the Parties, Plaintiffs' Counsel, and Defendant's Counsel agree that at no time shall any of the Parties, Plaintiffs' Counsel, or Defendant's Counsel seek to solicit, persuade, or otherwise encourage any Sales Development Representative to not cash their check or participate in the Settlement.

5. CLASS MEMBER OPT-OUTS.

5.1. Class Members shall have until the Bar Date to opt-out.

5.2. **Opt-Out Statement.** Class Members who choose to opt-out of the Settlement must mail a written, signed Opt-Out Statement to the Settlement Administrator that states that they are opting out of the settlement, and includes their name, address, telephone number, and a statement indicating their intention to opt-out, such as: "I opt out of the Drata wage and hour Sales Development Representative settlement." To be effective, the Opt-Out Statement must be post-marked or otherwise received by the Bar Date.

5.3. The Settlement Administrator will stamp the received date on the original of each Opt-Out Statement that it receives and shall provide copies of each Opt-Out Statement to Plaintiffs' Counsel and Defendant's Counsel no later than three (3) Days after receipt. The Settlement Administrator shall provide anonymized information regarding the Opt-Out Statements to its compliance affidavit. The Settlement Administrator will retain the stamped originals of all Opt-Out Statements and the originals of all envelopes accompanying Opt-Out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement. The Settlement Administrator in consultation with Plaintiffs' Counsel and Defendant's Counsel will evaluate the sufficiency of an Opt-Out Statement.

6. OBJECTIONS TO SETTLEMENT

6.1. Class Members shall have until the Bar Date to object.

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

7. SETTLEMENT TERMS

7.1. Settlement Amount

a. **Gross Settlement Amount.** Defendant agrees to pay the Gross Settlement Amount of One Million Three Hundred Thousand Dollars ($1,300,000.00), subject to Section 7.1.b. The Gross Settlement Amount will be used to pay all amounts contemplated or required by this Agreement, including any and all Attorneys' Fees and Costs; Service Awards; the PAGA Fund (consisting of the LWDA Payment and the PAGA Payment); settlement administration costs; and all payments to Participating Class Members and Participating Collective Members.

b. **Escalator.** Should the total number of Eligible Workweeks increase by more than five percent (5%) above the estimated number of 4,781, then the Gross Settlement Amount will increase by the same number of percentage points above five percent (5%) by which the actual number of Eligible Workweeks exceeds 4,781. For example, if the actual number of Eligible Workweeks is determined to be seven (7%) higher than 4,781, then the Gross Settlement Amount will increase by two percent (2%). Within one week of receipt of the Class List, the Settlement Administrator will calculate Eligible Workweeks and inform the Parties if the Escalator is triggered.

c. **Employer Payroll Taxes.** The Gross Settlement Amount does not include Employer Payroll Taxes, which Defendant shall fund separately and in addition to the Gross Settlement Amount.

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

7.2. Unclaimed Funds.

a. **Class Members and PAGA Members.** Any Individual Settlement Check not cashed shall revert to the California unclaimed property fund under the name of the Class Member or PAGA Member.

b. **Putative Collective Members.** Any Individual Settlement Check amount for Putative Collective Members not cashed shall be returned to and paid back to Defendant.

7.3. Attorneys' Fees and Costs.

a. Through the Approval Motion, the Parties agree that Plaintiffs' Counsel may petition the Court for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, plus reimbursement of their reasonable out-of-pocket costs, to be paid from the QSF.

b. The substance of Plaintiffs' Counsel's application for Attorneys' Fees and Costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the Agreement. The outcome of any proceeding related to Plaintiffs' Counsel's application for fees and expenses shall not terminate this Agreement or otherwise affect the Court's ruling on the Approval Motion.

c. If the Court awards less than the requested amount and Plaintiffs' Counsel does not appeal that award, or if Plaintiffs' Counsel appeals the award and the result of that appeal is an award of less than the amount requested, only the awarded amount shall be paid to Plaintiffs' Counsel. Any amount not approved by the Court will become part of the Net Fund to be distributed to Putative Collective Members and Participating Class Members.

7.4. Service Awards.

a. In consideration of the services rendered to the Settlement, Plaintiffs will apply to the Court to receive up to Seven Thousand Five Hundred Dollars ($7,500.00) each as Service Awards from the Gross Settlement Amount (total $67,500.00).

b. The application for Service Awards is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the Agreement. The outcome of the Court's ruling on the application for Service Awards will not terminate this Agreement or otherwise affect the Court's ruling on the Approval Motion, Approval Order, or the fairness or reasonableness of this Agreement. Defendant will not oppose Plaintiffs' application for Service Awards. Any amount not approved by the Court will become part of the Net Fund to be distributed to Putative Collective Members and Participating Class Members.

c. A general release as set forth in Section 8.4 will be executed by Plaintiffs in consideration for receiving and accepting the Service Awards.

7.5. Defendant's Data Supplementation.

a. Within seven (7) Days after entry of the Approval Order, Defendant will supplement its production of Settlement Class Members' payroll data for work weeks during the Relevant Time Period where payroll data has not previously been produced. The supplemental payroll data will be produced in the same or substantially similar format as Defendant's prior production.

b. Plaintiffs' Counsel, Defendant's Counsel, and the Settlement Administrator will review Settlement Class Members' payroll data and will calculate the number of Eligible Workweeks and PAGA Periods and communicate these numbers to the Settlement Administrator. If there is a discrepancy between Plaintiffs' Counsel's or Defendant's Counsel's calculation of Eligible Workweeks and PAGA Periods and the Settlement Administrator's calculation, the Parties will confer with the Settlement Administrator to determine the cause of the discrepancy. In the event that the discrepancy is not resolved, the Settlement Administrator's calculation will be the controlling calculation so long as it is consistent with this Agreement.

7.6. Settlement Class Members' Payments.

a. To calculate each Settlement Class Member's proportionate share:

1. For each Settlement Class Member, sum together all compensation (inclusive of salary, bonus, commission) earned in an SDR role in all

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

2. For Putative Collective Members, multiply their Total Compensation by 1; and for each Class Member, multiply their Total Compensation by 1.3 to get each Settlement Class Member's "Individual Number."

3. Sum together all Individual Numbers to get the "Denominator."

4. For each Settlement Class Member, divide their respective Individual Number by the Denominator to obtain their "Portion of the Net Fund."

5. Multiply each Settlement Class Member's Portion of the Net Fund by the Net Fund to determine each Settlement Class Member's Settlement Amount.

6. For each Settlement Class Member, their Individual Settlement Amount will be the amount of their Electronic Payment (if timely elected) or Individual Settlement Check, and PAGA Members will be entitled to their Individual PAGA Settlement Amount.

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

a. PAGA Members will receive one (1) point for each Eligible PAGA Pay Period;

b. To calculate each PAGA Member's proportionate share of the PAGA Payment:

1. Add all points for all PAGA Members together to obtain the "Denominator";

2. Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member's "Portion of the PAGA Payment";

3. Multiply each PAGA Member's Portion of the PAGA Payment by the PAGA Fund to determine each PAGA Member's Individual PAGA Settlement Amount;

4. Each PAGA Member will receive their Individual PAGA Settlement Amount.

7.8. **Workweek Disputes and Self Identifying Individuals.** The calculation of Eligible Workweeks shall be determined by the Settlement Administrator in consultation with Defendant's Counsel and Plaintiffs' Counsel based on Defendant's business records in accordance with this Agreement. The Notice shall advise Settlement Class Members of their Work Dates. If a Settlement Class Member disputes Defendant's records and/or the calculation of their Individual Settlement Amount, they must provide written documentation supporting the contention to the Settlement Administrator. Defendant's records are presumed to be correct unless the Settlement Class Member proves otherwise with documentary evidence. The Settlement Administrator will evaluate the information that the Settlement Class Member provides and will make the final decision as to any dispute.

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

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

7.11. Check Cashing Period.

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

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

7.12. Tax Characterization.

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

b. For Participating Collective Members, the Settlement Administrator shall allocate fifty percent (50%) of the payment as W-2 wage payments and fifty percent (50%) of the payment as 1099 non-wage compensation as liquidated damages.

c. For PAGA Members, the Settlement Administrator shall allocate one hundred percent (100%) of the amount of the PAGA Fund payment paid to each PAGA Member as 1099 non-wage compensation as statutory penalties.

d. Payments treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's name and Social Security number on an IRS Form W-2. Payments treated as liquidated damages, statutory penalties, and interest shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and social security number on an IRS Form 1099. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, issuing the Individual Settlement Checks and Service Awards, and issuing IRS Forms W-2 and Form 1099. Payments of Attorneys' Fees and Costs shall be made without withholding and shall be reported to the IRS and to Plaintiffs' Counsel on an IRS Form 1099. Payment of Service Awards will be reported as deemed appropriate by the Settlement Administrator.

e. The employee portion of all applicable income taxes for the wage payments and any tax responsibility for the non-wage payments will be the sole responsibility of the individual Participating Class Member, Participating Collective Member, and PAGA Member.

f. Defendant and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with its tax reporting obligations.

8. RELEASE AND DISMISSAL OF CLAIMS

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

RELEASE OF CLAIMS:

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

8.2. **Class Release.** By operation of the entry of the Approval Order, each Participating Class Member, forever and fully releases the Released Parties from the Released Class Claims.

8.3. **PAGA Release.** By operation of the entry of the Approval Order, each PAGA Member forever and fully releases the Released Parties from the Released PAGA Claims.

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

9. NULLIFICATION OR MODIFICATION OF AGREEMENT

9.1. Defendant's Right to Revoke.

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

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

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

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

10. PARTIES' AUTHORITY

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

11. MUTUAL COOPERATION

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

12. NO ADMISSION OF LIABILITY

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

13. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

13.1. **No Assignment.** Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, or any portion thereof or interest therein, including, but not limited to, any interest in his claims, or any related action, and any attempt to do so shall be of no force or effect.

13.2. **Entire Agreement.** This Agreement (including its Exhibits) constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement except that the Parties' separate August 14, 2024 tolling agreement remains in full force and effect and is not merged with this Agreement.

13.3. Binding Effect. This Agreement shall be binding upon the Parties.

13.4. Arms' Length Transaction; Materiality of Terms. The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

13.5. Good Faith Dealings. If the Court does not approve any material condition of this Agreement, the Parties will work together in good faith to address and resolve the concerns raised by the Court in denying approval of the Settlement.

13.6. Captions. The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

13.7. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. Words used in this Agreement that are either singular or plural shall be construed to include the other where the context requires.

13.8. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

13.9. Continuing Jurisdiction. The Parties shall request the Court to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

13.10. Waivers, etc. to Be in Writing. No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, with any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

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

13.12. Interim Stay of Proceedings. The Parties agree to refrain from any further litigation of the Litigation, except such proceedings necessary to implement and obtain entry of the Approval Order. The Parties further agree that the mutual, voluntary cessation of litigation will terminate if the Approval Motion is denied by the Court.

13.13. Disposal of Class List. Within six (6) years after the Final Effective Date, all originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any portion thereof, including any updated contact information obtained, will be returned to Defendant and/or deleted by the Settlement Administrator.

13.14. Waiver of Appeal. The Parties, their respective counsel, and all Settlement Class Members who do not object to the Settlement as provided in this Settlement, agree to waive their right to appeal an order granting final approval of this Settlement or entering judgment in this Litigation, except for Plaintiffs' Counsel's right to appeal if the Court awards less than the requested amount of Attorneys' Fees pursuant to Section 7.3.c, so long as such order is consistent with the material terms of this Agreement. This waiver does not include any waiver of the right to oppose motions, writs, or appeals.

13.15. Change of Time Periods. All time periods and dates described in this Settlement are subject to the Court's approval. These time periods and dates may be changed either by the Court or by the Parties' written agreement without notice to the Settlement Class Members and PAGA Members.

13.16. Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pled as a full and complete defense to any action, suit, or other proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary to any releases contained herein, including the release of the Released Class Claims, Released Collective Claims, and Released PAGA Claims.

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

13.18. Facsimile, Electronic, and Email Signatures. Any Party may execute this Agreement by signing, including by electronic means, and transmitting that signature page via facsimile, email, or electronic signature technology to counsel for the other party. Any signature made and transmitted by facsimile, email, or electronic signature technology for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile, email, or electronic signature technology.

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

WE AGREE TO THESE TERMS.

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

By: ______________________________
Madison De La Cruz

Dated: ________________, 2026

By: ______________________________
William Hubert

Dated: ________________, 2026

By: ______________________________
Parker Kendle

Dated: ________________, 2026

By: ______________________________
Christopher Lieu,

Dated: ________________, 2026

By: ______________________________
DeAvin Rencher

Dated: ________________, 2026

By: ______________________________
Daniel Rovick

Dated: ________________, 2026

By: ______________________________
Ethan Rovick

Dated: ________________, 2026

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

Dated: February 13, 2026

By: Madison De La Cruz
ID Kv4iKTA6jvv2i89mZCTpbYbb
Madison De La Cruz

Dated: 2/13/2026, 2026

By: ____________________________
William Hubert

Dated: _______________, 2026

By: ____________________________
Parker Kendle

Dated: _______________, 2026

By: ____________________________
Christopher Lieu,

Dated: _______________, 2026

By: ____________________________
DeAvin Rencher

Dated: _______________, 2026

By: ____________________________
Daniel Rovick

Dated: _______________, 2026

By: ____________________________
Ethan Rovick

Dated: _______________, 2026

By: ____________________________
Drata, Inc.
By its ____________________________

Dated: _______________, 2026

By: ____________________________
Madison De La Cruz

Dated: _______________, 2026

By: ____________________________
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William Hubert

Dated: 2/18/2026, 2026

By: ____________________________
Parker Kendle

Dated: _______________, 2026

By: ____________________________
Christopher Lieu,

Dated: _______________, 2026

By: ____________________________
DeAvin Rencher

Dated: _______________, 2026

By: ____________________________
Daniel Rovick

Dated: _______________, 2026

By: ____________________________
Ethan Rovick

Dated: _______________, 2026

By: ____________________________
Drata, Inc.
By its ____________________________

Dated: _______________, 2026

By: ____________________________
Madison De La Cruz

Dated: _______________, 2026

By: ____________________________
William Hubert

Dated: _______________, 2026

By: Parker Kendle
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Parker Kendle

Dated: 2/13/2026, 2026

By: ____________________________
Christopher Lieu,

Dated: _______________, 2026

By: ____________________________
DeAvin Rencher

Dated: _______________, 2026

By: ____________________________
Daniel Rovick

Dated: _______________, 2026

By: ____________________________
Ethan Rovick

Dated: _______________, 2026

By:____________________________
Drata, Inc.
By its ____________________________

Dated: _______________, 2026

By: ______________________________
Madison De La Cruz

Dated: ________________, 2026

By: ______________________________
William Hubert

Dated: ________________, 2026

By: ______________________________
Parker Kendle

Dated: ________________, 2026

By: ______________________________
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Christopher Lieu,

Dated: 2/13/2026, 2026

By: ______________________________
DeAvin Rencher

Dated: ________________, 2026

By: ______________________________
Daniel Rovick

Dated: ________________, 2026

By: ______________________________
Ethan Rovick

Dated: ________________, 2026

By:______________________________
Drata, Inc.
By its ______________________________

Dated: ________________, 2026

By: ______________________________
Madison De La Cruz

Dated: ________________, 2026

By: ______________________________
William Hubert

Dated: ________________, 2026

By: ______________________________
Parker Kendle

Dated: ________________, 2026

By: ______________________________
Christopher Lieu,

Dated: ________________, 2026

By: ______________________________
ID MEqgeHVzJc9NKnUNT1NQNPJ3
DeAvin Rencher

Dated: 2/13/2026, 2026

By: ______________________________
Daniel Rovick

Dated: ________________, 2026

By: ______________________________
Ethan Rovick

Dated: ________________, 2026

By: ______________________________
Drata, Inc.
By its ______________________________

Dated: ________________, 2026

By: ______________________________
ID aZgwcJXF9f2SKTSKiyXap2hb
Maclaine Scher

Dated: 2/13/2026______________, 2026

By: ______________________________
Gabriel Topping

Dated: _______________, 2026

By: ______________________________
Madison De La Cruz

Dated: ________________, 2026

By: ______________________________
William Hubert

Dated: ________________, 2026

By: ______________________________
Parker Kendle

Dated: ________________, 2026

By: ______________________________
Christopher Lieu,

Dated: ________________, 2026

By: ______________________________
DeAvin Rencher

Dated: ________________, 2026

By: ______________________________
Daniel Rovick

Dated: ________________, 2026

By: ______________________________
Ethan Rovick

Dated: 02/13/2026, 2026

By: ______________________________
Drata, Inc.
By its ______________________________

Dated: ________________, 2026

By: ____________________________
Madison De La Cruz

Dated: _______________, 2026

By: ____________________________
William Hubert

Dated: _______________, 2026

By: ____________________________
Parker Kendle

Dated: _______________, 2026

By: ____________________________
Christopher Lieu,

Dated: _______________, 2026

By: ____________________________
DeAvin Rencher

Dated: _______________, 2026

By: [signature]
Daniel Rovick

Dated: 02/17/2026, 2026

By: ____________________________
Ethan Rovick

Dated: _______________, 2026

By: ____________________________
Drata, Inc.
By its ____________________________

Dated: _______________, 2026

By: ____________________________
Maclaine Scher

Dated: ______________, 2026

By: ____________________________
Gabriel Topping

Dated: 02/13/2026, 2026

Exhibit A-1
Class Mail Notice

Notice of Class Action Settlement

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

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

Important things to know:

- You are eligible to receive an estimated payment of **$[AMOUNT]** from this Settlement, subject to applicable taxes and withholdings. If you take no action, you will be eligible for a Settlement payment, and you will be included in the Settlement.

- You may elect electronic payment or update your mailing address to ensure receipt of the settlement payment at: **[online portal]**.

- The Court still needs to enter final approval of the Settlement. Settlement payments will be made if and after the Settlement becomes final. Please be patient.

About This Notice

What is the Lawsuit about?

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

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

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

Why did I get this Notice?

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

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

What do I do next?

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

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

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

What are the most important dates?

Your deadline to object or opt out: **[date]**
Your deadline to request electronic payment at **[online portal]**: **[date]**

Learning About the Settlement

What does the Settlement provide?

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

Where can I learn more?

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

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

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

How was my estimated payment calculated?

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

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

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

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

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

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

Do I have a lawyer in this case?

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

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

Maureen Salas
Anne Kramer
WERMAN SALAS P.C.
77 W Washington St Ste 1402
Chicago, IL 60602
[insert phone number]
[insert email]

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

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

Do I have to pay the lawyers?

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

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

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

Are there more details about the Settlement?

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

What happens next?

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

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

How do I participate in the Settlement?

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

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

When will I receive the money?

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

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

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

Option 2: Exclude Yourself ("Opt Out")

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

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

How do I opt out?

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

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

Option 3: Object to the Settlement

What if I disagree with the Settlement?

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

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

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

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

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

Key Resources

How do I get more information?

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

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

	[insert email address]

Exhibit A-2

Collective Mail Notice

Notice of Collective Action Settlement

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

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

Important things to know:

- You are eligible for an estimated payment of **$[AMOUNT]** if the Court approves the settlement, subject to applicable taxes and withholdings. If you accept your Settlement Payment, you will be included in the Settlement.

- You may elect electronic payment or update your mailing address to ensure receipt of the settlement payment at: **[online portal]**

- The Court still needs to enter final approval of the Settlement. Settlement payments will be made if and after the Settlement becomes final. Please be patient.

About This Notice

What is the Lawsuit about?

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

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

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

Why did I get this Notice?

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

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

What do I do next?

Read this Notice carefully to understand the Settlement terms and to determine if you are a collective member. If the Settlement becomes final, you will receive a settlement check in the amount of approximately **$[amount]**. You will then have a choice to make:

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

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

About the Settlement

What does the Settlement provide?

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

Where can I learn more?
If you would like to review the complete Settlement Agreement, go to [online portal].

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

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

How was my estimated payment calculated?

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

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

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

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

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

Do I have a lawyer in this case?

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

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

Maureen Salas
Anne Kramer
WERMAN SALAS P.C.

77 W Washington St Ste 1402
Chicago, IL 60602
[insert phone number]
[insert email]

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

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

Do I have to pay the lawyers?

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

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

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

Are there more details about the Settlement?

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

What happens next?

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

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

How do I participate in the Settlement?

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

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

When will I receive the money?

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

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

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

Option 2: Do Nothing

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

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

Key Resources

How do I get more information?

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

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

Exhibit A-3

Notice Email

Subject: Drata – Notice of Settlement

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

Exhibit B-1

Class Reminder Postcard

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

Key things to know:

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

Reminder regarding your individual settlement payment.

<<MAIL ID>>

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

Exhibit B-2

Collective Reminder Postcard

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

Key things to know:

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

Reminder regarding your individual settlement payment.

<<MAIL ID>>

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

Exhibit B-3

Email Reminder

Subject: Drata – Deadline to Cash Settlement Check

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

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

Exhibit B-4

Text Reminder

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

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

Exhibit C
PAGA Check Enclosure Letter

Dear [California PAGA Member Name]:

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

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

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

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

To settle the PAGA claim Drata agreed to pay up to $22,600, which will be distributed according to PAGA's requirement that 65% be distributed to the California Labor and Workforce Development Agency and the remaining 35% be paid to members of the California PAGA Group. Your individual PAGA settlement payment is determined by your proportional share of the PAGA Fund, based on the number of weeks you worked from June 11, 2023 through September 1, 2025 as an exempt-classified Sales Development Representative. Your individual PAGA settlement amount is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this

Settlement, you are precluded from bringing the PAGA claims for penalties pled in the operative complaint and PAGA Notice Letter, or that could have been pled based on the facts alleged in the operative complaint and PAGA Notice Letter (including, but not limited to, any and all claims under California Labor Code §§ 201, 202, 203, 204, 208, 210, 223, 226, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and 2802), and that accrued during your employment as an exempt-classified Sales Development Representative from June 11, 2023 through September 1, 2025. Unless you excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

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

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date, and your individual PAGA settlement amount will revert to the California unclaimed property fund. If you have any questions about the calculation of your payment, please contact the Settlement Administrator at XX or XX or class counsel, Outten & Golden LLP ([insert phone number and email]) and Werman Salas P.C. ([insert phone number and email]).

Regards,

Drata Settlement Administrator