

SETTLEMENT AGREEMENT AND RELEASE

Claimant Joseph Vu (“Claimant”) and Respondent Bitly, Inc. (“Bitly” or “Respondent”) (collectively with Claimant, the “Parties”) hereby enter into this Settlement Agreement and Release (“Agreement”) to resolve the wage and hour claims of Claimant and Class and Collective members (as defined below).

RECITALS

WHEREAS, on August 9, 2023, Claimant, through counsel, sent Bitly a letter in which he asserted that Bitly improperly classified its Software Employees (as defined herein) as overtime exempt, thereby denying them, among other things, proper overtime pay in violation of the Fair Labor Standards Act (“FLSA”) and analogous state laws, and invited Bitly to engage in settlement negotiations;

WHEREAS, on or around September 11, 2023, the Parties agreed to engage in dialogue regarding the possibility of a resolution of the threatened overtime 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 December 14, 2023, with the assistance of experienced wage and hour class and collective action mediator Stephen J. Sonnenberg, and reached a settlement memorialized in a term sheet at mediation;

WHEREAS, the purpose of this Agreement is to settle fully and finally the federal and state wage and hour claims pled in the Arbitration Demand (defined herein) or that could have been pled based on the facts alleged in the Arbitration Demand and that accrued during their employment as exempt-classified Software Employees;

WHEREAS, Bitly and Released Parties (as defined herein) deny all liability to Claimant and any other Software Employee;

WHEREAS, Claimant’s Counsel analyzed and evaluated the merits of Claimant’s and other Software Employees’ claims; obtained and reviewed documents relating to Claimant’s personnel file and Bitly’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, Claimant’s 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 Claimant and Software Employees;

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

1. DEFINITIONS

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

- 1.1. **Agreement or Settlement** means this Settlement Agreement and Release and the exhibits hereto, which the Parties agree and understand set forth all material terms and conditions of the Settlement between them, and which is subject to Arbitrator approval and Court Confirmation.
- 1.2. **Application for Final Approval** means documents and materials to be filed with the Arbitrator pursuant to Section 8, seeking final approval of the settlement, Attorneys' Fees and Costs, and Service Award.
- 1.3. **Arbitration Demand** means a demand for arbitration to be submitted to the Arbitrator..
- 1.4. **Arbitrator** means Hunter Hughes, Esq., or, in the event that Mr. Hughes is unavailable, another arbitrator to be chosen by Claimant subject to approval by Respondent.
- 1.5. **Attorneys' Fees and Costs** means such funds as may be awarded by the Arbitrator to Claimant's Counsel to compensate them for their attorneys' fees and reimbursement for out-of-pocket costs.
- 1.6. **Bar Date** means the date that is thirty (30) 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 thirty (30) 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 30th day following the initial mailing. The Bar Date is the deadline for Class Members' Objections or Opt-out Statements, if any.
- 1.7. **Cashing Period** shall mean the one-hundred twenty (120) Day period beginning the day the Settlement Administrator sends the Settlement Checks to Participating Class Members and Putative Collective Members and PAGA Settlement Checks to PAGA Members.
- 1.8. **Class Members** means Software Employees employed by Bitly in California during the period September 11, 2019, through the earlier of April 30, 2024, or the Preliminary Approval Date.
- 1.9. **Class Period** means September 11, 2019, through the earlier of April 30, 2024, or the Preliminary Approval Date.
- 1.10. **Claimant** means Joseph Vu.
- 1.11. **Claimant's Counsel** means Outten & Golden LLP.

- 1.12. Class List** means a list of all Class Members, Putative Collective Members, and PAGA Members, including their names, last known addresses, last known telephone numbers, last known personal email addresses, social security numbers, and dates and locations of employment with Bitly as Software Employees.
- 1.13. Collective Members** means Putative Collective Members and Participating Collective Members.
- 1.14. Collective Period** means September 11, 2017, through the earlier of April 30, 2024, or the Preliminary Approval Date, for Putative Collective Members who worked for Respondent in New York or New Jersey; and September 11, 2020, through the earlier of April 30, 2024, or the Preliminary Approval Date, for Putative Collective Members who worked for Respondent elsewhere nationwide, except in California, New York, or New Jersey.
- 1.15. Court** means New York Supreme Court, County of Nassau.
- 1.16. Court Confirmation** means the filing of the Final Approval Award in Court for confirmation.
- 1.17. Days** means calendar days.
- 1.18. Effective Date** means the date on which the Court issues an order confirming the Arbitrator-approved Final Approval Award.
- 1.19. Eligible Workweek** means each calendar week worked by a Software Employee during the Collective Period and/or Class Period.
- 1.20. Eligible PAGA Pay Period** means each pay period during which Respondent employed a PAGA Member during the relevant PAGA Period.
- 1.21. Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation in this Action, including but not limited to FICA, FUTA, and SUTA obligations.
- 1.22. Fairness Hearing** means the hearing before the Arbitrator relating to the application for the Final Approval Award.
- 1.23. Final Approval Award** means the award entered by the Arbitrator after the Fairness Hearing, certifying the Class and Collective, approving the terms and conditions of this Agreement, and authorizing distribution of the Settlement Checks, PAGA Settlement Checks, Service Awards, and Attorneys' Fees and Costs, consistent with this Agreement.

- 1.24. Funding Date** means fourteen (14) Days after the Effective Date.
- 1.25. LWDA Payment** means seventy-five percent (75%) of the PAGA Fund, or Seven Thousand Five Hundred Dollars (\$7,500.00), which shall be paid to the California Labor and Workforce Development Agency.
- 1.26. Net Fund** means the remainder of the Total Settlement Amount after deductions/payments for: (1) Arbitrator-approved Attorneys' Fees and Costs; (2) Arbitrator-approved Service Award; (3) the PAGA Fund; (4) settlement administration costs, and (5) any applicable arbitration approval fees.
- 1.27. Notice** means the Arbitrator-approved Notice of Proposed Class Action Settlement (for Class Members) and Notice of Proposed Collective Action Settlement (for Putative Collective Members), as authorized in the Preliminary Approval Award, in a form substantially similar to **Exhibit A**.
- 1.28. Objection** means the written statement that an individual Class Member submits to object to the Settlement.
- 1.29. Objector** means a Class Member who properly files an Objection to the Settlement and does not include any Class Member who opts-out of this Settlement.
- 1.30. Opt-Out Statement** is a written, signed statement that an individual Class Member submits to opt out and be excluded from this Settlement.
- 1.31. PAGA Check Enclosure Letter** means the letter attached hereto as **Exhibit C**, which the Settlement Administrator shall mail to PAGA Members together with the PAGA Settlement Check.
- 1.32. PAGA Notice Letter** means the letter that Claimant will submit to the California Labor and Workforce Development Agency (LWDA) upon execution of this Agreement.
- 1.33. PAGA Fund** means Ten Thousand Dollars (\$10,000.00) of the Total Settlement Amount that is attributed to settle fully and finally the PAGA claims of PAGA Members.
- 1.34. PAGA Members** means Software Employees employed in California during the PAGA Period.
- 1.35. PAGA Payment** means twenty-five percent (25%) of the PAGA Fund, or Two Thousand Five Hundred Dollars (\$2,500.00), which shall be paid to PAGA Members.
- 1.36. PAGA Period** means September 11, 2022, through the earlier of April 30, 2024, or the Preliminary Approval Date.

- 1.37. PAGA Settlement Amount** means each PAGA Member's share of the PAGA Payment calculated in accordance with this Agreement.
- 1.38. PAGA Settlement Check** means the checks issued to each PAGA Member for their PAGA Settlement Amount.
- 1.39. Participating Class Members** means all Class Members who do not timely submit Opt-Out Statements before the Bar Date.
- 1.40. Participating Collective Members** means each Putative Collective Member who opts-in to the settlement by endorsing and cashing a Settlement Check within the Cashing Period.
- 1.41. Parties** means Claimant and Respondent.
- 1.42. Preliminary Approval Award** means the award entered by the Arbitrator: (1) preliminarily certifying the Class solely for the purpose of effectuating the Agreement; (2) conditionally certifying the Collective pursuant to 29 U.S.C. § 216(b) solely for the purpose of effectuating the Agreement; (3) preliminarily approving the terms and conditions of this Agreement; (4) appointing Claimant's Counsel as Class Counsel; (5) directing the manner and timing of providing Notice to Class Members, Putative Collective Members, and PAGA Members; and (6) setting dates to effectuate the terms of this Agreement, including the date of the Fairness Hearing.
- 1.43. Preliminary Approval Date** means the date on which the Arbitrator enters the Preliminary Approval Award.
- 1.44. Preliminary Approval Motion** means documents and materials to be filed with the Arbitrator seeking preliminary approval of this Agreement and the issuance of the Preliminary Approval Award.
- 1.45. Putative Collective Members** means Software Employees who worked for Respondent in New York and New Jersey during the period September 11, 2017, through the earlier of April 30, 2024, or the Preliminary Approval Date; and Software Employees who worked for Respondent elsewhere nationwide except in California, New York, or New Jersey during the period September 11, 2020, through the earlier of April 30, 2024, or the Preliminary Approval Date.
- 1.46. Qualified Settlement Fund or QSF** means the account established by the Settlement Administrator for the Total Settlement Amount paid by Respondent.
- 1.47. Released Class Claims** means any and all California wage and hour claims pled in the Arbitration Demand, or that could have been pled based on the facts alleged in the

Arbitration Demand, and that accrued during employment in an exempt-classified covered position, relating back to the full extent of the applicable statutes of limitations, and continuing through the earlier of April 30, 2024, or the Preliminary Approval Date, including, without limitations, claims for unpaid minimum wages and overtime wages, claims for meal and rest breaks, and meal and rest break premiums/penalties, claims related to wage statements, untimely payment of wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

- 1.48. Released Collective Claims** means FLSA and state wage and hour claims pled in the Arbitration Demand, or that could have been pled based on the facts alleged in the Arbitration Demand, and that accrued during employment as exempt-classified Software Employees, relating back to the full extent of the statutes of limitations, and continuing through the earlier of April 30, 2024, or the Preliminary Approval Date, including, without limitations, state and federal claims for unpaid overtime wages and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.
- 1.49. Released PAGA Claims** means any and all claims relating to penalties under California's Private Attorney General Act ("PAGA") pled in the Arbitration Demand and PAGA Notice Letter, or that could have been pled based on the facts alleged in the Arbitration Demand and PAGA Notice Letter, and that accrued during employment in an exempt-classified covered position, relating back to the full extent of the applicable statutes of limitations and continuing through the earlier of April 30, 2024, or the Preliminary Approval Date.
- 1.50. Released Parties** means Respondent, its respective affiliates, subsidiaries, predecessors, successors, and all other related entities, including but not limited to all of its incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities.
- 1.51. Reminder** means the Arbitrator-approved reminder to be sent by the Settlement Administrator to Participating Class Members, Putative Collective Members, and PAGA Members, reminding them to cash their Settlement Checks and PAGA Settlement Checks, in a form substantial similar to **Exhibit B**.
- 1.52. Respondent or Bitly** means Bitly, Inc.
- 1.53. Respondent's Counsel** means Littler Mendelson, P.C.
- 1.54. Service Award** means the Arbitrator-approved award of up to Ten Thousand Dollars (\$10,000.00) to be paid to Claimant Joseph Vu in recognition for his service as class representative.
- 1.55. Settlement Amount** means each Participating Class and Putative Collective Member's

share of the Net Fund calculated in accordance with this Agreement.

- 1.56. Settlement Check** means the check issued to each Participating Class Member and Putative Collective Member for their Settlement Amount.
- 1.57. Software Employee** means individuals employed by Bitly in the exempt-classified job titles of Sales Development Representative, Business Development Representative, Corporate Sales Representative, SDR Manager, Sales Operation Manager, Account Executive, Associate Account Executive, Senior Account Executive, Account Manager, Associate Account Manager, Senior Account Manager, Renewals and Growth Strategies Account Manager, Sr. Renewals and Growth Strategies Manager I, Customer Success Manager, Associate Customer Success Manager, Senior Customer Success Manager, Senior Customer Success Manager I, Senior Customer Success Manager II, Customer Support Team Manager, Senior Customer Support Team Manager, Customer Onboarding Specialist, Customer Success Specialist, Solutions Engineer, Senior Solutions Engineer, Customer Support Specialist, Senior Customer Support Specialist, Associate Onboarding Manager, Customer Program Manager, Data Analyst – Customer Success, and User Support Representative.
- 1.58. Total Settlement Amount** means Nine-Hundred Twenty-Five Thousand Dollars (\$925,000.00), which is the maximum amount that Respondent has agreed to pay to fully resolve these claims, subject to Section 11.1(b), and which includes the Net Fund, Arbitrator-approved Attorneys' Fees and Costs; Arbitrator-approved Service Award; all interest; all liquidated damages; the PAGA Fund; settlement administration costs, any applicable arbitration approval fees and related arbitrator costs, and all other possible fees, costs, and payments borne from the Settlement, exclusive of Employer Payroll Taxes, which Respondent shall pay separately.
- 1.59. Work Dates** means each Software Employee's first and last date of employment as a Software Employee based on Bitly's records.

2. AGREEMENT TO ARBITRATE CLASS AND COLLECTIVE ACTION SETTLEMENT APPROVAL

- 2.1. Agreement to Arbitrate.** The Parties hereby agree to submit this Settlement for class and collective approval to the Arbitrator. The Parties will ask the Arbitrator to approve this Settlement by entering the Preliminary Approval Award and ultimately entering the Final Approval Award, as specified in this Agreement. The Parties do not agree to arbitrate any matters other than the approval and implementation of this Settlement and issues related to that process as set forth in this Agreement. The Parties have agreed to waive their right to seek to vacate any award of the Arbitrator.
- 2.2. Arbitration Demand.** Within seven (7) Days after the execution of this Agreement by Claimant and Respondent, Claimant's Counsel will file an Arbitration Demand and

Preliminary Approval Motion on behalf of Claimant and Software Employees to initiate the arbitration. The Arbitration Demand shall specifically seek enforcement of this Settlement and shall limit the Arbitrator's jurisdiction accordingly.

2.3. Appointment of Arbitrator. The Parties agree to the appointment of the Arbitrator.

2.4. Costs of Arbitration. The reasonable arbitration fees and costs for the Arbitrator shall be paid from the Total Settlement Amount.

3. INITIATION OF ACTION AND APPLICATION FOR PRELIMINARY SETTLEMENT APPROVAL

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

3.2. PAGA Process. Upon execution of the Agreement, Claimant's counsel shall file the PAGA Notice Letter in accordance with Cal. Lab. Code § 2699.3(a)(1)(A). Upon expiration of the 65-day period, Claimant's counsel shall amend the Arbitration Demand to assert the Released PAGA Claims pursuant to California's Private Attorneys General Act, Cal. Lab. Code §§ 2698 *et seq.*

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

4.1. The Settlement Administrator will be selected by Claimant's Counsel, subject to Respondent's reasonable approval.

4.2. Duties of the Settlement Administrator. The Settlement Administrator will be responsible for: (1) establishing a QSF account; (2) preparing, printing, and disseminating the Notice via mail, email, and text message to Class Members and Putative Collective Members; (3) making commercially reasonable searches for new address with no forwarding address, including by tracing any Notices returned undeliverable by mail, email, or text up to two times to obtain a new mailing address, email address, or phone number and resending the Notices, and sending Notice via mail or email to any Class or Putative Collective Member who contacts the Settlement Administrator or Claimant's Counsel and requests a Notice between the initial mailing of the Notice and the Bar Date; (4) maintaining an email address and toll-free phone number which Class and Collective Members can use to make inquiries and provide address updates; (5) preparing, monitoring, and maintaining a web portal where Class and Collective Members can review the Settlement Agreement, Notice, contact information for the Settlement Administrator and

Claimant's Counsel, and provide address updates; (6) promptly furnishing to Claimant's Counsel and Respondent's Counsel copies of any Class Members' Objections and Opt-Out Statements that the Settlement Administrator receives; (7) receiving and tracking Class Members' Opt-Out Statements, Objections, and other correspondence; (8) determining the number of Eligible Workweeks attributable to each Class Member, Collective Member, and PAGA Member; (9) determining the Settlement Amount allocated to each Class and Putative Collective Member, and the PAGA Settlement Amount allocated to each PAGA Member, in accordance with this Agreement, along with the amount of all payroll taxes to be paid and deductions to be withheld, including Bitly's funding obligations for Employer Payroll Taxes; (10) preparing and mailing Settlement Checks to Participating Class Members and Putative Collective Members, and to PAGA Members, PAGA Settlement Checks and the PAGA Check Enclosure Letter; (11) preparing and sending Reminders to Putative Collective Members, Participating Class Members, and PAGA Members who have not yet cashed their Settlement Checks and PAGA Settlement Checks, reminding them to cash their checks via mail, email, and text message; (11) providing a report of uncashed checks to the Parties' counsel half-way through the Check Cashing Period; (12) making commercially reasonable searches for new address with no forwarding address, including by tracing any Settlement Checks, and PAGA Settlement Checks returned undeliverable up to two times to obtain a new mailing address and resending the checks; (13) distributing any approved Service Award and Attorneys' Fees and Costs; (14) calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; (15) determining the tax characterization of the Service Award; (16) informing the Parties' counsel if any Class and Collective Members dispute their Work Dates and, if appropriate, asking for more information/records; (17) referring to Claimant's Counsel all inquiries by Class and Collective Members regarding matters not within the Settlement Administrator's duties specified herein; (18) retaining and providing a copy of Settlement Checks endorsed by Participating Class Members and Participating Collective Members to Parties' counsel; (19) timely responding to communications from the Parties' counsel; (20) maintaining adequate records of its activities, including the dates of the mailing(s) of Notice, returned mail and other communications and attempted written or electronic communications with Class and Collective Members; (21) protecting the personal data of Class and Collective Members, including Social Security numbers, from public disclosure; (22) indemnifying the Parties for any penalty or interest arising out of an incorrect calculation or late deposit of the same; (23) 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; (24) preparing and providing a compliance affidavit in connection with the Application for Final Approval; and (25) 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.

4.3. Settlement Administrator Indemnity. The Settlement Administrator shall indemnify the Parties and counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters.

4.4. Access to the Settlement Administrator. The Parties will have equal access to the

Settlement Administrator and all information related to the administration of the Settlement throughout the settlement administration period, except for the Class List, which will be shared with Claimant's Counsel according to Section 5.1. The Settlement Administrator will provide regular reports to counsel for the Parties regarding the status of the mailing of the Notice, Settlement Checks, PAGA Settlement Checks, and Reminders.

- 4.5. Respondent agrees to cooperate with the Settlement Administrator and to provide accurate information to the extent reasonably available and necessary to calculate the Settlement Amounts to be distributed pursuant to this Agreement and locate Class and Collective Members.

5. NOTICE

- 5.1. **Class List.** Within seven (7) Days of the Preliminary Approval Award, Respondent's Counsel shall provide the Settlement Administrator with the Class List. The Settlement Administrator shall provide the Parties with its calculations regarding the number of workweeks included in the Class List, so that the Parties are able to determine whether Respondent is required to increase the Total Settlement Amount in accordance with Section 10.1(b). After the Bar Date, the Settlement Administrator will provide Claimant's Counsel with the Class List for Participating Class Members, and after the Cashing Period, the Settlement Administrator will provide Claimant's Counsel with the Class List for Participating Collective Members.
- 5.2. **Notice Content.** The Notice will include a description of the claims and this Agreement, the Class or Collective Member's Work Dates, information about how to dispute Work Dates, the estimated amount of each Class and Putative Collective Member's Settlement Check, and the opportunity (and consequences) of objecting or opting-out (for Class Members) or participating by endorsing and cashing a Settlement Check (for Participating Class, Putative Collective), and/or to appear at the Fairness Hearing, as applicable. The Notice will advise Class and Collective Members of a web portal where they can review information regarding the settlement.
- 5.3. **Notice Distribution.** Within twenty-one (21) Days of the Preliminary Approval Date, the Settlement Administrator shall send to all Class and Putative Collective Members the Arbitrator-approved Notice via mail, e-mail, and text message, with a link and/or QR code to the web portal.
- 5.4. **Skip Trace and Remailing.** The Settlement Administrator shall use all reasonable means to confirm Class and Putative Collective Members' addresses and obtain new addresses, as necessary. In the event that a Notice is returned as undeliverable, the Settlement Administrator shall attempt to obtain a correct address, including by tracing any Notices returned undeliverable by mail, email, or text up to two times to obtain a new mailing address, email address, or phone number and resending the Notices by mail and/or other relevant means, provided that no remailing takes place after the 30th day after the initial mailing is sent out. The Settlement Administrator shall also mail or email a Notice to any Class or Putative Collective Member who contacts the Settlement Administrator or

Claimant's Counsel during the period between the initial mailing of the Notice and the Bar Date, and requests a Notice. In advance of the Fairness Hearing, the Settlement Administrator shall submit a compliance affidavit reflecting completion of these efforts.

6. CLASS MEMBER OPT-OUTS.

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

6.2. 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 Bitly wage and hour settlement,". To be effective, the Opt-Out Statement must be post-marked or otherwise received by the Bar Date.

6.3. The Settlement Administrator will stamp the received date on the original of each Opt-Out Statement that it receives and shall serve copies of each Opt-Out Statement on Claimant's Counsel and Respondent's Counsel no later than three (3) Days after receipt. The Settlement Administrator shall provide all Opt-out Statements as exhibits to its compliance affidavit to be filed with the Application for Final Approval. The Settlement Administrator will retain the stamped originals of all Opt-Out Statements and the originals of all envelopes accompanying Opt-Out Statements in its files until the Effective Date.

7. OBJECTIONS TO SETTLEMENT

7.1. Participating Class Members shall have until the Bar Date to object.

7.2. Participating Class Members who wish to object to the Settlement at the Fairness Hearing must first do so in writing. To be considered, such Objection must be 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 Claimant's Counsel and Respondent's Counsel by email no later than three (3) Days after receipt of the Objection. Class Members who opt out may not object.

7.3. An Objector has the right to appear at the Fairness Hearing either on their own behalf or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state their intention to do so in writing on their Objection at the time they submit their Objection. An Objector may withdraw their Objection at any time.

7.4. Claimant's Counsel shall file copies of any Objections with the Arbitrator and the Parties may file with the Arbitrator written responses to any filed Objections no later than three (3) Days before the Fairness Hearing.

8. FAIRNESS HEARING AND APPLICATION FOR FINAL APPROVAL

- 8.1.** After the Bar Date, in accordance with the schedule set by the Arbitrator in the Preliminary Approval Award and in advance of the Fairness Hearing, Claimant's Counsel shall file supporting documents and materials for final approval of the Settlement ("Application for Final Approval"). The Application for Final Approval will include a compliance affidavit from the Settlement Administrator; an application for Attorneys' Fees and Costs and Service Award; supporting affidavits and documents from Claimant's Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to the Agreement; and a proposed Final Approval Award.
- 8.2.** At the Fairness Hearing, and through the Application for Final Approval, the Parties shall request that the Arbitrator, among other things: (1) finally certify the Class for purposes of settlement only; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and binding on all Participating Class Members, Putative Collective Members, and PAGA Members; (3) order the Settlement Administrator to distribute Settlement Checks to Putative Collective Members, Participating Class Members, and to distribute PAGA Settlement Checks and the PAGA Check Enclosure Letter to PAGA Members; (4) order Service Award, Attorneys' Fees and Costs, settlement administration costs, any applicable arbitration approval fees, and the LWDA Payment to be paid from the QSF; (5) order dismissal with prejudice of all Released Class Claims and Released PAGA Claims asserted in the Arbitration, as set forth herein; (6) order entry of the Final Approval Award, in accordance with this Agreement; and (7) retain jurisdiction over the interpretation, implementation, and enforcement of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation or enforcement of this Agreement and of the settlement contemplated hereby.
- 8.3.** Within seven (7) Days of the Final Approval Award, Claimant's Counsel shall submit the Final Approval Award for Court Confirmation in the Court.

9. TERMINATION OF AGREEMENT

- 9.1. Grounds for Settlement Termination.** Either Party may terminate the Agreement if the Arbitrator declines to enter the Preliminary Approval Award or the Final Approval Award, except if the Arbitrator declines to enter the Preliminary Approval Award or the Final Approval Award due solely to the amount of attorneys' fees sought by Claimant's Counsel. This Agreement is not contingent upon the Arbitrator's approval of Claimant's Counsel's application for attorneys' fees, and if the Arbitrator approves the settlement payments allocated to Class Members as set forth in this Agreement, but not the application for attorneys' fees, the Agreement may not be terminated. Respondent may also terminate this Agreement in the event that 50% or more of the Class Members elect to opt out.
- 9.2. Procedures for Termination.** To terminate this Agreement pursuant to Section 9.1, the terminating Party shall give written notice to the other Party via email and overnight mail within two (2) Days of the Arbitrator's declining to enter the Preliminary Approval Award

or Final Approval Award.

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

- a.** The Agreement shall be terminated as to the affected Parties and shall have no force or effect.
- b.** Respondent shall have no obligation to make any payments to any Party, Class or Collective Member, or Claimant's Counsel, except that Respondent shall be responsible for the costs and expenses of the Settlement Administrator associated with the mailing of the termination notice to Class and Putative Collective Members, informing them of the settlement termination, if any.
- c.** If the Arbitrator grants Preliminary Approval, but not Final Approval, Claimant shall voluntarily withdraw the Arbitration Demand and the Motion for Final Approval without prejudice and the Parties shall confer and agree upon whether and where to refile the Agreement for approval.
- d.** The Parties may jointly or individually seek reconsideration of a ruling by the Arbitrator declining to enter the Preliminary Approval Award or Final Approval Award in the form submitted by the Parties, or seek approval of a renegotiated settlement.
- e.** The Arbitration will be dismissed without prejudice, and the Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in prior to the entering of this Agreement, including the Parties' tolling agreement. Respondent retains the right to contest whether the claims should be maintained as a class or collective action, and to contest the merits of the claims being asserted. The case may be certified only if Claimant is granted class or collective certification after full briefing on a motion for such certification, or if the Parties agree otherwise.

10. SETTLEMENT TERMS

10.1. Settlement Amount

- a. Total Settlement Amount.** Respondent agrees to pay a Total Settlement Amount of Nine-Hundred Twenty-Five Thousand Dollars (\$925,000.00), which is the maximum amount that Respondent could pay under the Agreement, unless the Escalator is triggered.
- b. Escalator.** This Settlement is intended to cover no more than 7,705 workweeks for no more than 71 Class and Collective Members identified in the pre-mediation data produced by Respondent. Should the total number of workweeks increase by more than 10% (i.e., to greater than 8,475 workweeks), the Total Settlement Amount will

increase by a proportionate additional amount for each additional workweek above 8,475.

- c. **Funding Date.** Respondent shall pay the Total Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator on or before the Funding Date.

10.2. Unclaimed Funds.

- a. **Participating Class Members.** Any portion of the Total Settlement Fund allocated to Participating Class Members not distributed as per the terms hereof, including any interest in the QSF, and any check not cashed after the expiration of the Cashing Period shall revert to the California unclaimed property fund under the name of the Class Member.
- b. **Putative Collective Members.** Any portion of the Total Settlement Fund allocated to Putative Collective Members not distributed as per the terms hereof, including any interest in the QSF, and any check not cashed after the expiration of the Cashing Period shall revert to Respondent.
- c. **PAGA Members.** Any PAGA Settlement Check not cashed after the expiration of the Cashing Period shall revert to the California unclaimed property fund under the name of the PAGA Member.

10.3. Attorneys' Fees and Costs.

- a. At the Fairness Hearing and through the Application for Final Approval, Claimant's Counsel will petition the Arbitrator for an award of attorneys' fees of up to one-third of the Total Settlement Amount, or \$308,333.33, plus reimbursement of their reasonable out-of-pocket costs, which are not to exceed Ten Thousand Dollars (\$10,000.00), to be paid from the QSF. Respondent will not oppose this application, including request for reconsideration if the application is denied or modified by the Arbitrator.
- b. The substance of Claimant's Counsel's application for Attorneys' Fees and Costs is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the Agreement. The outcome of any proceeding related to Claimant's Counsel's application for fees and expenses shall not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Application for Final Approval. Any amount not approved by the Arbitrator will become part of the Net Fund to be distributed to Putative Collective Members and Participating Class Members.

10.4. Service Award.

- a. In consideration of the services rendered to the Class and Collective, Claimant will

apply to the Arbitrator to receive up to Ten Thousand Dollars (\$10,000.00) as a Service Award from the Total Settlement Amount.

- b.** The application for a Service Award is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the Agreement. The outcome of the Arbitrator's ruling on the application for Service Award will not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Application for Final Approval, Final Approval Award, or the fairness or reasonableness of this Agreement. Respondent will not oppose Claimant's application for a Service Award. Any amount not approved by the Arbitrator 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 11.4 will be executed by Claimant in consideration for receiving and accepting the Service Award.

10.5. PAGA Fund and PAGA Payments. Ten Thousand Dollars (\$10,000.00) of the Total Settlement Amount shall be allocated for the PAGA Fund, of which \$7,500.00 shall be allocated for the LWDA Payment and \$2,500 shall be allocated for the PAGA Payment and paid to PAGA Members, pursuant to the allocation formulas as set forth below in Section 10.7.

10.6. Class and Collective Members' Payments.

- a.** Allocation to Class and Collective Members.

 - 1.** Collective Members will receive one (1) point for each Eligible Workweek during the FLSA Collective Period;
 - 2.** Class Members will receive one point three (1.3) points for each Eligible Workweek during the Class Period.
- b.** To calculate each Class and Collective Member's initial proportionate share:

 - 1.** Add all points for all Class and Putative Collective Members together to obtain the "Denominator";
 - 2.** Divide the number of points for each Class and Collective Member by the Denominator to obtain each Class and Collective Member's "Portion of the Net Settlement Fund";
 - 3.** Multiply each Class and Collective Member's Portion of the Net Settlement Fund by the sum of the Net Fund to determine each Class and Collective Member's initial Settlement Amount;
 - 4.** For each Class and Collective Member, their Settlement Amount will be the

amount of their Settlement Check, except that PAGA Members will also be entitled to an additional PAGA Settlement Amount, as set forth below in Section 10.7.

- c. For avoidance of doubt: no Class or Collective Member shall be entitled to a double recovery for any one workweek based on their inclusion in both the Class and the Collective. However, Class Members who fall within the PAGA Members group shall be entitled to recover from the Net Fund and the PAGA Payment for the same workweeks based on their inclusion in both the Class and the PAGA group.

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

- a. PAGA Members will receive one (1) point for each Eligible PAGA Pay Period;
- b. To calculate each PAGA Member's proportionate share of the PAGA Payment:
 - a. Add all points for all PAGA Members together to obtain the "Denominator";
 - b. Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member's "Portion of the PAGA Payment";
 - c. Multiply each PAGA Member's Portion of the PAGA Payment by the PAGA Fund to determine each PAGA Member's PAGA Settlement Amount;
 - d. Each PAGA Member will receive a separate PAGA Settlement Amount in addition to the amount that they are entitled to recover as a Class Member.

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

10.9. Timing of Payments. Fourteen (14) Days after the Funding Date, the Settlement Administrator will mail Settlement Checks to Participating Class Members, Putative Collective Members, and PAGA Members; the LWDA Payment to the LWDA; and any Arbitration fees to the Arbitrator. Seven (7) Days after the Funding Date, the Settlement Administrator will wire Arbitrator-approved Attorneys' Fees and Costs to Claimant's

Counsel; and the Settlement Administrator will mail the Service Award to Claimant.

10.10. Cashing Period.

- a.** Participating Class Members, Putative Collective Members, and PAGA Members will have one-hundred twenty (120) Days from the date that Settlement Checks are mailed by the Settlement Administrator to cash, deposit, or otherwise negotiate their checks.
- b. Reminders.** The Parties agree they will use robust efforts to ensure that Settlement Checks are received by Participating Class Members, Putative Collective Members, and PAGA Members, including the Settlement Administrator's use of mail, email, text message, and other efforts deemed prudent by the Settlement Administrator, for robust contact attempts and multiple reminders to timely cash checks prior to the 120-day deadline. The Settlement Administrator will send reminders thirty (30) Days, sixty (60) Days, and ninety (90) Days after the issuance of checks via mail, e-mail, and text message to Putative Collective Members, Participating Class Members, and PAGA Members who have not yet cashed their Settlement Checks, reminding them to cash their checks. After sixty (60) Days from the issuance of the checks, the Settlement Administrator shall provide a report of any uncashed checks to the Parties' counsel, and the Settlement Administrator will make reasonable efforts to contact Putative Collective Members, Participating Class Members, and PAGA Members who have not yet cashed their Settlement Checks. To the extent any mailed check is returned as undeliverable, the Settlement Administrator shall attempt re-mailings to Putative Collective Members, Participating Class Members, and PAGA Members for whom it obtains a more recent address, provided that no remailing takes place after the 120th day.

10.11. Tax Characterization and Respondent's Payroll Tax Responsibility.

- a.** For Participating Class Members and Participating Collective Members, the Settlement Administrator shall allocate 50% of the payment as W-2 wage payments and 50% of the payment as 1099 non-wage compensation as liquidated damages, statutory penalties, and interest.
- b.** For PAGA Members, the Settlement Administrator shall allocate 100% of the payment as 1099 non-wage compensation as statutory penalties.
- c.** Payments treated as W-2 wages shall be made net of all applicable deductions and 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 Settlement Checks and Service Award 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 Claimant's Counsel on an IRS Form 1099. Payment of a Service Award will be reported as deemed appropriate by the Settlement Administrator.

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

11. RELEASE OF CLAIMS

- 11.1. Collective Release.** Each Participating Collective Member and Participating Class Member shall execute a "back of the check" release, containing a written release that releases and discharges the Released Parties from the Released Collective Claims and otherwise binds them to this Agreement. All Settlement Checks to Putative Collective Members and Participating Class Members shall contain, on the back of the check, the following limited endorsement:

RELEASE OF CLAIMS:

By signing and/or cashing this check, I consent to participate in the Bitly Overtime Settlement and agree to be bound by the Agreement negotiated by Claimant's Counsel in that case. I waive, release, and forever discharge Bitly and the Released Parties of the federal and state wage-and-hour claims alleged in the Bitly Overtime Case or that could have been alleged based on the facts alleged and that arose based on my employment as an exempt-classified Software Employee at Bitly, relating back to the full extent of the statutes of limitation, continuing through [insert date the earlier of April 30, 2024, or Preliminary Approval Date].

- 11.2. Class Release.** By operation of the entry of the Final Approval Award, as confirmed by the Court, except as to rights or claims as may be created by this Agreement, each Participating Class Member forever and fully releases the Released Parties from the Released Class Claims. All Settlement Checks to Participating Class Members shall also contain, on the back of the check, a limited endorsement substantially similar to the release for Participating Collective Members, as set forth in Section 11.1.
- 11.3. PAGA Release.** By operation of the entry of the Final Approval Award, as confirmed by the Court, except as to rights or claims as may be created by this Agreement, each PAGA Member forever and fully releases the Released Parties from the Released PAGA Claims.

The Parties agree that there is no statutory right for any PAGA Member to opt out or otherwise exclude himself or herself from the Settlement of PAGA claims.

11.4. Release by Claimant Joseph Vu. In the event the Arbitrator approves and Claimant receives a Service Award and his allocation of the Net Fund, he and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns will additionally waive, release, and discharge Released Parties from all demands, claims and actions, whether known or unknown, relating to his employment or the termination of his employment with Respondent, including but not limited to claims under the Americans With Disabilities Act, Fair Labor Standards Act (including but not limited to claims for overtime compensation), Equal Pay Act, Title VII of the Civil Rights Act of 1964, Civil Rights Acts of 1866, 1871 and 1991, Family and Medical Leave Act, Age Discrimination in Employment Act, and any other federal, state or local statute, regulation, and order, and in common law, and all rights under Section 1542 of the California Civil Code, through the date he signs this Agreement; provided, however, that Claimant does not waive the right to file a charge or complaint with any administrative agency, but does waive any right to recover or receive any damages or other personal relief based on any demand, claim or action waived in this Paragraph brought on his own behalf or by any third party, including as a member of any collective or class action. Claimant does not release any claim or right that cannot be released as a matter of law.

11.5. Claimant Joseph Vu's Waiver of Rights Under California Code Section 1542. Claimant's Waiver of Rights Under California Civil Code Section 1542. For purposes of Claimant's Release, Claimant expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: 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.

12. REPRESENTATIONS OF CLAIMANT'S COUNSEL

12.1. Claimant's Counsel represent and warrant on behalf of themselves, and all others acting on their behalf, that as of the date of this Agreement they: (a) have not been retained by any other individuals with the same or similar claims against Respondent that have been alleged by the Claimant; and (b) are unaware of any other individuals who, to their knowledge, are planning to assert the same or similar claims against Respondent that have been alleged by the Claimant ; and (c) will not disclose facts concerning the Settlement to any attorney outside of Claimant's Counsel's law firm or to any person (other than Claimants, Class Members, Participating Class Members, Putative and Participating Collective Members, any future client or potential client, but of which currently there is none, and any individual not on the Class List inquiring whether they should have been on the Class List) that Claimant's Counsel believes intends to file a lawsuit against Respondent on the same or similar claims that have been alleged by the Claimant.

13. PARTIES' AUTHORITY

- 13.1.** 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.

14. MUTUAL COOPERATION

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

15. NO ADMISSION OF LIABILITY

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

16. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

- 16.1. No Assignment.** Claimant represents and warrants that he has 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.
- 16.2. 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 tolling agreement remains in full force and effect and is not merged with this Agreement.
- 16.3. Binding Effect.** This Agreement shall be binding upon the Parties.
- 16.4. 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.

- 16.5. Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 16.6. Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- 16.7. Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 16.8. Continuing Jurisdiction.** The Arbitrator shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.
- 16.9. Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Arbitrator's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, with any required Arbitrator approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 16.10. When Agreement Becomes Effective; Counterparts.** This Agreement shall become effective upon its full execution by the Parties. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.
- 16.11. Facsimile, Electronic, and Email Signatures.** Any Party may execute this Agreement by signing, including by electronic means, and transmitting that signature page via facsimile, email, or electronic signature technology to counsel for the other party. Any signature made and transmitted by facsimile, email, or electronic signature technology for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile, email, or electronic signature technology.
- 16.12. Signatories.** This Agreement is valid and binding if signed by Respondent's authorized representatives and Claimant.

WE AGREE TO THESE TERMS.

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

By: Joseph Vu
Joseph Vu

Bitly, Inc.

Dated: March 07, 2024

Name

Title

Signature

Dated: _____, 2024

WE AGREE TO THESE TERMS.

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

By: _____
Joseph Vu

Dated: _____, 2024

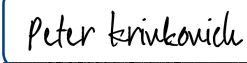
Bitly, Inc.

Peter Krivkovich

Name

CFO

Title

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Signature

Dated: 07 March 2024, 2024