

IMPORTANT LEGAL NOTICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

KATHRYN WILLIAMS v. MIXPANEL, INC.
San Francisco County Superior Court Case No. CGC-15-548147

TO: SPECIFIED CURRENT AND FORMER EMPLOYEES OF MIXPANEL, INC.

YOU <CLASS MEMBER NAME> ARE HEREBY NOTIFIED that a proposed class settlement (the "Class Settlement") of the above-captioned putative class action ("the Action") pending in the San Francisco County Superior Court ("the Court") has been reached by the parties and has been granted Preliminary Approval by the Court. The proposed Class Settlement will resolve all class claims in this Action. The Court has ordered that this Notice be sent to you because you may be a Class Member. The purpose of this Notice is to inform you of the Class Settlement of this Action and your legal rights under the Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED CLASS ACTION SETTLEMENT. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN THE SETTLEMENT, OR TO ELECT NOT TO BE INCLUDED IN THE SETTLEMENT CLASS, AS FURTHER DESCRIBED BELOW.

THIS SETTLEMENT IS THE PRODUCT OF AN AGREEMENT BETWEEN MIXPANEL AND THE CLASS REPRESENTATIVE. YOU WILL SUFFER NO RETALIATION OR ADVERSE ACTION FOR PARTICIPATING IN THIS SETTLEMENT.

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A PAYMENT, THEN DO NOTHING.

PURSUANT TO THE SETTLEMENT AGREEMENT, YOUR ESTIMATED RECOVERY (ASSUMING THE COURT APPROVES PLAINTIFF'S REQUESTS FOR FEES, COSTS, PAGA PAYOUT, AND AN ENHANCEMENT AWARD) WILL BE:

<CLASS MEMBER NAME> <AMOUNT>

NOTE: IF THE ABOVE AMOUNT IS "\$0.00," THIS MEANS THAT YOU ARE NOT A MEMBER OF A CLASS RECEIVING COMPENSATION UNDER THIS SETTLEMENT. RATHER, YOU ARE ONLY A MEMBER OF THE "RESTRICTIVE COVENANT CLASS." PURSUANT TO THE SETTLEMENT, DEFENDANT HAS AGREED TO NOT SEEK TO ENFORCE ANY POST-EMPLOYMENT NON-COMPETE PROVISION AGAINST YOU, EVEN IF YOU AGREED TO SUCH A NON-COMPETE IN YOUR EMPLOYMENT AGREEMENT.

THE ABOVE AMOUNT IS ONLY AN ESTIMATE. IT COULD BE MORE OR LESS DEPENDING ON HOW MANY PERSONS OPT-OUT OF THE SETTLEMENT, AS WELL AS THE COURT'S FINAL DECISION ON PLAINTIFF'S REQUEST FOR FEES, COSTS, PAGA PAYOUT, AND THE ENHANCEMENT AWARD.

IF YOU WISH TO VIEW MORE INFORMATION ABOUT THE CASE OR THE SETTLEMENT, VISIT <http://www.bakerlp.com/Mixpanel-Class-Action/>

Your Legal Rights and Options in this Settlement	
PARTICIPATE IN THE SETTLEMENT	If you would like to participate, you do not need to take any action. You will receive a payment that is a share of the total Settlement amount. You will also give up your right to sue Mixpanel, Inc. separately about the same legal claims or facts asserted in this Action.
ASK TO BE EXCLUDED/OPT OUT	Receive no payment. You keep your right to sue Mixpanel, Inc. separately about the same legal claims or facts asserted in this Action.
OBJECT	Write to the Court about why you don't think the Settlement should be approved, or appear at the hearing and object.

If you would like to be excluded from the settlement class and not receive payment under the settlement, your Request for Exclusion must be postmarked by July 21, 2016 and mailed to CAC Services Group at the address listed below. If your request for exclusion is not postmarked by July 21, 2016, your request will be rejected and you will be bound by the Release of Claims and all other Settlement Terms (and you will receive a payment under the settlement). If you request exclusion from the settlement class, you will not receive any money from the settlement reached in the above-titled lawsuit.

SUMMARY OF CASE

1. Plaintiff Kathryn Williams ("Plaintiff") filed a complaint against Mixpanel, Inc. on September 25, 2014, on behalf of herself and all other similarly situated employees in the Superior Court of California for the County of San Francisco. Plaintiff's Action alleges that Defendant misclassified certain sales employees as "exempt" from overtime, failed to include necessary information on employee wage statements, and failed to pay certain employees all of their wages upon termination. The Action also alleges that Mixpanel required certain employees to sign non-compete agreements that are illegal under California law. The lawsuit seeks damages for lost wages, restitution, interest, penalties,

injunctive relief, attorneys' fees and litigation expenses.

2. The Action includes claims under the California Labor Code and California Business and Professions Code section 17200, *et seq.*

3. After extensive investigation and an exchange of relevant information, the Parties agreed to enter into private mediation to try and resolve the claims. The Parties participated in a mediation on November 18, 2015 during which they reached a tentative agreement. Following this mediation, the parties engaged in additional negotiation and data exchange, which resulted in the Settlement Agreement that was preliminarily approved by the Court.

4. You have received this Notice because Defendant's records show you are or were employed as a Class Member and your rights may be affected by this Class Settlement. Class Members do not include counsel of record in this case, the judge presiding over this matter, or any of their relatives.

POSITIONS OF THE PARTIES AND REASONS FOR SETTLEMENT

5. Defendant has denied and continues to deny each of the claims in the Action. Although Defendant believes it has meritorious defenses to the Action, Defendant has concluded that the further defense of this Action would be lengthy and expensive for all Parties. Defendant has, therefore, agreed to settle this Action in the manner and upon the terms set forth in the proposed Class Settlement to put to rest all claims that are or could have been asserted against it in the Action. Neither the proposed Class Settlement nor any step taken to carry out the proposed Class Settlement is, may be construed as, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing or liability whatsoever.

6. Counsel for the Plaintiff ("Class Counsel") has investigated and researched the facts and circumstances underlying the issues raised in the Action, and the applicable law. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the Action against Defendant through trial and through any possible appeals, the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified in light of Defendant's opposition to certification as well as the difficulties and delays generally inherent in such litigation, the burdens of proof necessary to establish liability for the claims, of Defendant's defenses to them, and of the difficulties in establishing damages for the Class Members. Class Counsel believes the proposed Class Settlement is fair, adequate and reasonable and in the best interests of the Class Members.

7. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

PRELIMINARY APPROVAL OF THE CLASS SETTLEMENT

8. On May 31, 2016, the Court granted preliminary approval of the Class Settlement and certified the Class for the purposes of settlement.

9. The Court also appointed the following attorney as Class Counsel to represent the Class in this Action:

Chris Baker - Baker & Schwartz P.C.
44 Montgomery St., Suite 3520
San Francisco, CA 94104
Tel: (415) 433-1064
Fax: (415) 520-0446

The settlement process will be administered jointly by the Claims Administrator. The Court has approved administration of this settlement in this way.

SUMMARY OF SETTLEMENT TERMS

10. The Class. The Settlement Agreement identifies three different classes that are entitled to relief. The "Sales Staff" Class, the "Labor Code 226 [or wage statement] Class," and the "Restrictive Covenant Class." You may be a member of more than one of these classes. The Sales Staff and Labor Code 226 Classes will receive money and other relief under this Settlement. The Restrictive Covenant Class will receive non-monetary relief in the form of an agreement to not enforce certain non-compete provisions in the Class Member's employment agreements with Defendant.

11. Class Settlement Amount. The Settlement Agreement provides that Defendant will pay \$750,000, plus its share of any payroll taxes, into a Qualified Settlement Fund for the benefit of the Class. (The Gross Settlement Amount).

a. Deductions. The following deductions will be made from the Gross Settlement Amount:

i. Attorneys' Fees and Expenses. Class Counsel will ask the Court to approve a Fee and Expense Award of no more than \$250,000 plus reimbursement of the actual expenses they incurred that is unlikely to exceed \$15,000. The fee portion represents less than 33% of the Gross Settlement Amount. Class Counsel have been prosecuting the Action on behalf of the Class on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. The Fee and Expense Award will constitute full compensation for all legal fees and expenses of Class Counsel in the Action, including any work counsel do in the future. Class Members are not personally responsible for any fees or expenses.

ii. Incentive Award for Named Plaintiff. Class Counsel will ask the Court to approve an Incentive Award in the amount of \$5,000 for Kathryn Williams for acting as representative on behalf of the Class, for the time she has spent assisting with the lawsuit, and for the risks she assumed in bringing this case. This enhancement payment is in addition to the individual settlement award payable to Kathryn Williams as a Class Member. In addition, Williams alleged separate discrimination claims against Mixpanel which were resolved through a confidential settlement.

- iii. PAGA Payment to the State of California. Class Counsel will ask the Court to allocate \$3,000 of the Total Settlement Amount as a penalty under the Labor Code Private Attorneys General Act. 75% of that amount will be paid to the California Labor and Workforce Development Agency.
- a. Payment to Class Members: Plan of Allocation. The balance of the Total Maximum Settlement Amount after the deductions described above is the “Net Funds Available for Settlement Awards.” This amount is estimated to be at least \$471,750 and will be available to Class Members who do not opt out of the Settlement. Class Members who do not opt out will receive a Settlement Award based on a complicated formula that primarily takes into account: (1) average hourly pay; (2) weeks worked; (3) job classification; (4) current employment status; and (5) the amount of Settlement Funds. A detailed description of the allocation plan can be found in the Settlement Agreement beginning at paragraph 43. The Settlement Agreement can be found at the website listed above.

12. Non-monetary Relief

In addition to the monetary relief listed above, Defendant has also agreed to make certain changes to its employment practices to ensure compliance with California law. The primary changes are:

- a. Defendant will not seek to enforce any post-employment restrictive covenant against a California-based employee. Defendant will also not include such restrictive covenants in its employment agreements with California-based employees going forward.
- b. Defendant will make certain changes to its commission plans to ensure that there is no chargeback against earned wages or “Earned Commissions,” as such term may be defined in its commission plans.
- c. Defendant will reclassify certain job classifications as “non-exempt” and thus eligible for overtime.

13. Class Release. If approved by the Court, the Class Settlement will bar any Class Member who does not timely opt out of the Class Settlement from bringing certain claims with respect to the class or class(es) to which they belong. The Class Settlement will fully release and discharge Defendant, its past or present officers, directors, shareholders, principals, owners, employees, agents, representatives, insurers, and attorneys (the “Released Parties”) from the “Released Claims.” The Released Claims are all claims, demands, rights, liabilities, and causes of action that were asserted in the Complaint and/or that arise from or relate to the factual predicate of the claims made in this Case, including but not limited to claims arising under the California Labor Code, California Industrial Welfare Commission Wage Orders and Regulations, and California Business & Professions Code; claims for exemption misclassification, failure to provide accurate wage statements, failure to pay wages, including but not limited to vacation wages and overtime wages, failure to pay all wages due upon termination; claims for restitution and other equitable relief, compensatory damages, liquidated damages, punitive damages, penalties of any nature whatsoever, including but not limited to penalties provided by the Private Attorneys’ General Act, interest, and any other benefit claimed as a result of this Case, through and including December 31, 2015.

Under the Settlement Agreement, even if the Settlement Class Members may later discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Class Released Claims, each Settlement Class Member, upon the Payment Obligation and Class Release Date, shall be deemed to have and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released any and all of the Class Released Claims. This is true whether the Class Released Claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

The full release can be found beginning at paragraph 74 of the Settlement Agreement, which can be found at www.bakerlp.com/Mixpanel-Class-Action/

14. Condition of Class Settlement. This Class Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Class Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

15. If you are a Class Member and you do not exclude yourself from the Class Settlement in the manner described in paragraph 14 below, you will be bound by all of the provisions of the Class Settlement, including a release of claims that will prevent you from separately suing any of the Released Parties for the Released Claims.

PROCEDURE FOR EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

16. Class Members may exclude themselves (“opt out”) from the Settlement Class by submitting a written exclusion request to

CAC Services Group, LLC
1601 Southcross Drive West
Burnsville, MN 55306
800-598-0221

on or before July 21, 2016. To opt out, your written statement must include your name (and former names, if any), current address, telephone number, and social security number. Opt-out requests that do not include all required information, or that are not submitted on time, will be disregarded. Persons who submit valid and timely opt-out requests will not participate in the Class Settlement and will not be bound by either the Class Settlement or the Final Approval order and Judgment.

PROCEDURE FOR OBJECTING TO THE CLASS SETTLEMENT

17. If you are a Class Member and believe that the Class Settlement should not be finally approved by the Court for any reason, you may file with the Court a written objection stating the basis of your objection. The objection should be filed with the San Francisco Superior Court, located at 400 McAllister Street, San Francisco, CA, 94102 on or before July 21, 2016. You must also at the same time mail copies of your objection to the Claims Administrator, Class Counsel and Defendant's Counsel at the addresses below.

Class Counsel: Chris Baker - Baker & Schwartz, P.C.
44 Montgomery St., Suite 3520
San Francisco, CA 94104

Defendant's Counsel: Lisa Gorman - Freeman Mathis & Gary
101 California Street, Suite 2300
San Francisco, CA 94111

Claims Administrator: Nancy Johnson - CAC Services Group, LLC
1601 Southcross Drive West
Burnsville, MN 55306

18. You may also appear at the Final Approval Hearing scheduled for 9:30 a.m. on August 25, 2016, in Department 302 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA, 94102, to have your objection heard by the Court. You need not file a written objection to object at the hearing. Any attorney who intends to represent an individual objecting to the Class Settlement must file a notice of appearance with the Court and serve counsel for all Parties. All objections or other correspondence must state the name and number of the case, which is *Williams v. Mixpanel*, Case No. CGC-15-548147. If you object to the Class Settlement, you will remain a member of the Class, and if the Court approves the Class Settlement, you will be bound by the terms of the Class settlement in the same way as Class Members who do not object.

19. Note that you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement as presented to it by the parties. If the Court denies approval, no settlement payments will be made and the lawsuit will continue.

20. Any member of the Class who does not object in the manner provided above shall be deemed to have approved the Class Settlement and to have waived such objections and shall be forever foreclosed from making any objections (by appeal or otherwise) to the Class Settlement.

21. Any member of the Class who is satisfied with the Class Settlement need not appear at the Settlement Hearing.

HEARING ON THE CLASS SETTLEMENT

22. You are not required to attend the Final Approval Hearing.

23. The Final Approval Hearing on the adequacy, reasonableness and fairness of the Class Settlement will be held at 9:30 a.m. on August 25, 2016, in Department 302 of the San Francisco County Superior Court located at 400 McAllister Street, San Francisco, CA 94102. The Hearing may be continued. If so, the continuance will be reported on www.bakerlp.com/Mixpanel-Class-Action/

CHANGE OF ADDRESS

24. If you move after receiving this Class Notice, if it was misaddressed, or if for any reason you want your payment or future correspondence concerning this Action and the Class Settlement to be sent to a different address, you should send your current preferred address to the Claims Administrator.

ADDITIONAL INFORMATION

This Class Notice is only a summary of the Action and the Class Settlement. For a more detailed statement of the matters involved in the Action and the Class Settlement, you may refer to the website www.bakerlp.com/Mixpanel-Class-Action/ and the Court documents located there.

All inquiries by Class Members regarding this Class Notice and/or the Class Settlement should be directed to the Claims Administrator at 800-598-0221 or to Class Counsel, Chris Baker, at (415) 433-1064. You can also contact Class Counsel through the website www.bakerlp.com/Mixpanel-Class-Action/ or at: Mixpanel.settlement@bakerlp.com

PLEASE **DO NOT** CONTACT THE CLERK OF THE COURT OR THE JUDGE, WITH QUESTIONS.

Dated: May 31, 2016

BY ORDER OF THE COURT
HON. HAROLD KAHN
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO