

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

MARION WILLIAMS, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

UDEMY, INC., a Delaware Limited Liability
Company, and DOES 1 – 50, inclusive,

Defendant.

Case No. 37-2023-00003666-CU-BT-NC

IF YOU MADE PURCHASES FROM UDEMY.COM BETWEEN AUGUST 23,
2017 AND APRIL 21, 2023, YOU MAY BE ELIGIBLE TO RECEIVE
**A CASH PAYMENT OF FOUR DOLLARS (\$4.00) FOR EVERY COURSE
PURCHASED FROM UDEMY UP TO FORTY DOLLARS (\$40.00)**

A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the Superior Court of California, County of San Diego (“Action”). If the Court gives final approval to the Settlement, Udemy, Inc. (“Udemy”) will provide, for each Class Member¹ who made a purchase during the Class Period and properly and timely completes and submits a Claim Form, a cash payment of four dollars (\$4.00) for every Eligible Course Purchase. In the event the total dollar amount of claims made exceeds the funds available in the Settlement Fund Account, the per-course value to be distributed will be determined by dividing the total number of courses for which claims have been made into the amount of the funds available in the Settlement Fund Account. In the event the total dollar amount of claims is less than the funds available in the Settlement Fund Account, that amount shall be divided by the number of Class Members who claim and are eligible to receive payment and distributed in an equal amount to each such Class Member in the form of a nontransferable, nonrefundable account credit useable for up to three years from the date of distribution to the Udemy account associated with that Class Member’s email address.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

¹ Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Settlement Agreement, available at www.PricePromotionSettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	<p>If you received direct Notice of this Settlement via email or otherwise and made one or more Eligible Course Purchase(s) between August 23, 2017 and April 21, 2023 (the “Class Period”): you will receive four (\$4.00) dollars per course purchased after completion of a Claim Form up to \$40. In the event the total dollar amount of claims made exceeds the funds available in the Settlement Fund Account, the per-course value to be distributed will be determined by dividing the total number of courses for which claims have been made into the amount of the funds available in the Settlement Fund Account. In the event the total dollar amount of claims is less than the funds available in the Settlement Fund Account, that amount shall be divided by the number of Class Members who claim and are eligible to receive payment and distributed in an equal amount to each such Class Member in the form of a nontransferable, nonrefundable account credit useable for up to three years from the date of distribution to the Udemy account associated with that Class Member’s email address. Visit the Administration Website, located at www.PricePromotionSettlement.com, to obtain a Claim Form.</p>	<p>Deadline: July 21, 2023</p>
EXCLUDE YOURSELF	<p>If you exclude yourself from the Settlement, you will not receive anything under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Udemy for the allegations in the Action.</p>	<p>Deadline: July 21, 2023</p>
OBJECT	<p>You may file a written objection telling the Court why you object to (i.e., don’t like) the Settlement and why you think it shouldn’t be approved. Submitting an objection does not exclude you from the Settlement.</p>	<p>Deadline: July 10, 2023</p>
GO TO THE “FAIRNESS HEARING”	<p>The Court will hold a “Fairness Hearing” to consider the Settlement, the request for attorneys’ fees and costs of the lawyers who brought the Action, and the Named Plaintiff’s request for a service award for bringing the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a “Notice of Intention to Appear” indicating your intent to do so.</p>	<p>Hearing Date and Time: July 28, 2023 1:30 p.m.</p>

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	<p>If you received Notice of this Settlement via email or the Administration Website and made one or more Eligible Course Purchase(s) during the Class Period: if you do nothing, you will not receive anything from the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this Action.</p>	No Deadline
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- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

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BACKGROUND INFORMATION

1. *Why did I get this Notice?*

You received this Notice because a Settlement has been reached in this Action. You might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiff Marion Williams (the “Named Plaintiff”) filed a lawsuit (the “Action”) against Udemy, Inc. (“Udemy”), on behalf of himself and all others similarly situated. The Action alleges that Udemy engaged in deceptive advertising by advertising purportedly improper discounts for education courses on its website, Udemy.com.

Udemy denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Udemy further denies that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Representative Plaintiff’s claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called “Named Plaintiff(s)” (in this Action, Marion Williams) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this Action, Udemy, Inc., is called the Defendant.

4. *Why is there a Settlement?*

The Named Plaintiff has made claims against Udemy. Udemy denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Named Plaintiff or Udemy should win this Action. Instead, both sides agreed to the Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: All persons who resided in the United States and purchased a course or courses from Defendant at a discount based on a Reference Price Promotion during the period of August 23, 2017 through and including April 21, 2023. Excluded from the Class are Udemy's Counsel, Udemy's officers and directors, and the judge presiding over the Action.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write the Settlement Administrator for free help. The email address of the Settlement Administrator is info@PricePromotionSettlement.com and the U.S. postal (mailing) address is PO Box 3868, Baton Rouge, LA 70821.

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Udemy has agreed to provide a cash payment of four dollars (\$4.00) for every Eligible Course Purchase up to \$40 to each Class Member who timely submits a valid Claim Form by July 21, 2023. In the event the total dollar amount of claims made exceeds the funds available in the Settlement Fund Account, the per-course value to be distributed will be determined by dividing the total number of courses for which claims have been made into the amount of the funds available in the Settlement Fund Account. In the event the total dollar amount of claims is less than the funds available in the Settlement Fund Account, that amount shall be divided by the number of Class Members who claim and are eligible to receive payment and distributed in an equal amount to each such Class Member in the form of a nontransferable, nonrefundable account credit useable for up to three years from the date of distribution to the Udemy account associated with that Class Member's email address.

HOW TO RECEIVE COMPENSATION – SUBMITTING A CLAIM FORM

8. How can I receive a cash payment?

If you received Notice of this Settlement and wish to receive compensation, you must complete a Claim Form.

A Claim Form is available at the settlement website www.PricePromotionSettlement.com. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the Claim Form, and mail to PO Box 3868, Baton Rouge, LA 70821 postmarked by July 21, 2023 or submit it online on or before 11:59 p.m. (Pacific) on July 21, 2023.

9. When will I receive my cash payment?

As described in the Fairness Hearing Section below, the Court will hold a hearing on July 28, 2023, at 1:30 p.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It's always uncertain when the appeals will be resolved, and resolving them can take time,

perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at www.PricePromotionSettlement.com. If the Settlement is approved and there are no appeals, you will receive compensation 45 days from the Effective Date of Settlement. *Please be patient.*

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

10. *Do I have a lawyer in this case?*

The Court has ordered that the law firms of Lynch Carpenter, LLP and Keller Postman LLC (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers’ services. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

Class Counsel will petition the Court for attorneys’ fees, and reimbursement of reasonable litigation expenses and costs in an amount not to exceed \$1,000,000. You will not be required to pay any attorneys’ fees or costs. Please see paragraphs E(1)(a)-(c). of the Settlement Agreement, available on the Settlement Website, www.PricePromotionSettlement.com, for additional details.

12. *Will the Named Plaintiff receive any compensation for their efforts in bringing this Action?*

The Named Plaintiff will request a service award of up to \$2,500 total for his service as Class representative and his efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Named Plaintiff.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Udemy. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Udemy regarding the claims in the Action. The Settlement Agreement, available on the Administration Website at www.PricePromotionSettlement.com, contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM YOUR SETTLEMENT

14. *How do I exclude myself from the Settlement?*

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must either send a signed letter or postcard to the Settlement Administrator or submit the request for exclusion through the Administration Website. To be valid, the request for exclusion shall state: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting

exclusion; and (c) a statement that the person does not wish to participate in the Settlement. All requests for exclusion shall be made **no later than July 21, 2023**, and in the case of any request for exclusion by mail, must be **postmarked no later than July 21, 2023**. Requests for exclusion by mail must be sent to:

Williams v. Udeemy Settlement
PO Box 3868
Baton Rouge, LA 70821

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive any benefit under the Settlement, you will not be bound by the Judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Udeemy based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

15. *How do I tell the Court that I disagree with the Settlement?*

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to consider Class Counsel’s request for an award of attorneys’ fees and costs, and the service award to the Named Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must file a written objection with the Court and deliver copies of the written objection to the Settlement Administrator, Class Counsel, and Udeemy’s Counsel at the address set forth below no later than (*i.e.*, postmarked by) **July 10, 2023**.

Williams v. Udeemy Settlement
PO Box 3868
Baton Rouge, LA 90821

Any written objections must contain: (a) the name and case number of the Action; (b) the Class Member’s full name, address, and telephone number; (c) the words “Notice of Objection” or “Formal Objection”; (d) in clear and concise terms, the legal and factual arguments supporting the objection; (e) facts supporting the person’s status as a Class Member (e.g., the date and location of his/her Eligible Course Purchases and description of the item(s) purchased); (f) the Class Member’s signature and the date; and (g) the following language immediately above the Class Member’s signature and date: “I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge.” You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys’ fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys’ fees. You are not required,

however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to “Notice of Intention to Appear.”

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which your counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony.

16. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you don’t want to be part of the Settlement.

If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

17. *What is the Fairness Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to the Named Plaintiff. You may attend, but you do not have to appear.

18. *When and where is the Fairness Hearing?*

On July 28, 2023, at 1:30 p.m. Pacific Standard Time, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement’s fairness. The hearing will take place before the Honorable Robert P Dahlquist in the Superior Court of California, County of San Diego, located at 1100 Union Street, San Diego, CA 92101. The hearing may be postponed to a different date or time or location without notice. Please check www.PricePromotionSettlement.com for any updates about the Settlement generally, or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Administration Website will be the only way you will be informed of the change.

19. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you

have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

ADDITIONAL INFORMATION

20. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Action, please visit the Administration Website located at www.PricePromotionSettlement.com. Alternatively, you may contact the Settlement Administrator at the email address: info@PricePromotionSettlement.com or the U.S. postal (mailing) address: PO Box 3868, Baton Rouge, LA 70821.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit the Clerk's office at 325 South Melrose Drive, Vista, CA 92081. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. What if my address or other information has changed or changes after I submit a Claim Form?

It is your responsibility to inform the Settlement Administrator of your updated information. You may update your contact information at the settlement website, www.PricePromotionSettlement.com, or email info@PricePromotionSettlement.com, or write to the address below:

Williams v. Udemy Settlement
PO Box 3868
Baton Rouge, LA 70821

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.