

## SETTLEMENT AGREEMENT AND RELEASE

### I. PARTIES

The parties to this Settlement Agreement and Release (“**Agreement**”) are Marion Williams, individually and in his representative capacity on behalf of the **Settlement Class** as defined below (“**Plaintiff**”), and Udemy, Inc. (“**Udemy**” or “**Defendant**”) (collectively, the “**Parties**”).

### II. RECITALS

A. On August 23, 2021, Plaintiff filed an action in the United States District Court for the Northern District of California (the “**Federal Court**”) styled *Marion Williams v. Udemy, Inc.*, Case No. 3:21-cv-06489-EMC (the “**Federal Court Action**”). Plaintiff’s complaint alleged that Defendant, as well as unnamed “John Doe” defendants, violated federal and state laws governing sales promotions involving the presentation of a reference/comparison price along with a lower sale price (the “**Reference Price Promotions**”). The Federal Court Action included allegations seeking to represent and certify a class.

B. On November 12, 2021, Defendant filed a motion to compel arbitration and to stay or dismiss the Lawsuit (the “**Arbitration Motion**”).

C. On February 7, 2022, Plaintiff advised the Court of his non-opposition to the Arbitration Motion, asking the Court to stay the Federal Court Action.

D. On February 14, 2022, Defendant advised the Court that it did not object to the entry of a stay, and, on February 23, 2022, the Court granted the Arbitration Motion and stayed the Federal Court Action.

E. From January 6, 2022 through December 12, 2022, the Parties engaged in settlement discussions including three mediation sessions, two facilitated by Robert Meyer on January 28, 2022, and March 25, 2022, and one facilitated by Shirish Gupta on December 12, 2022, all under the auspices of JAMS. Through the mediation process, the Parties reached a proposed settlement of their dispute on a class-wide basis (the “**Settlement**”), which is memorialized in this Agreement.

F. Under the terms of the Settlement, Plaintiff has agreed to dismiss the Federal Court Action and re-file his claims (the “**Lawsuit**”) in the Superior Court of California, County of San Diego (“**Court**”).

G. The Settlement set forth in this Agreement is a compromise, and this Agreement, any related documents and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant

and other released parties with respect to any claim of any fault or liability or wrongdoing or damage, nor shall it be construed as or deemed to be evidence of or an admission of or a concession of the appropriateness of any particular method of calculating damages in this or any other case.

### **III. AGREEMENT**

The foregoing recitals are incorporated herein by reference.

It is hereby agreed by and among the Plaintiff, the Settlement Class (defined below), and each of them, and Defendant, by and through their respective undersigned counsel, that, subject to final approval of the Court after a hearing or hearings as provided for in this Agreement, in consideration of the benefits flowing to the Parties from the Settlement as set forth herein, the Lawsuit and the Released Claims (defined below) shall be finally and fully compromised, settled and released, and the Lawsuit shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

#### **A. Additional Defined Terms**

1. The term “**Class Member**” means an individual member of the Settlement Class.
2. The term “**Class Period**” means from August 23, 2017 until the Date of Settlement.
3. The term “**Date of Settlement**” means the date of entry of the Order Granting Preliminary Approval of the Settlement.
4. The term “**Settlement Class**” means all persons in the United States, including the named Plaintiff Marion Williams (the “**named Plaintiff**”), who Purchased a Course from Udemy during the Class Period at a discount in connection with a Reference Price Promotion.
5. The term “**Purchased a Course**” means the act of purchasing a license issued by Defendant to view a course offered by Defendant.
6. The term “**Settlement Administrator**” means the company chosen under the process set forth in Section D(1) below and any successors that Class Counsel designates to administer the claims process and provide certain means of notice to the Settlement Class as provided for in this Agreement.
7. The term “**Email Settlement Notice**” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Defendant’s Counsel, and the Court, to be provided to Class Members via electronic mail. The Email Notice must be substantially similar to the form attached hereto as Exhibit C.
8. The term “**Full Settlement Notice**” means the full legal notice of the proposed Settlement terms, as approved by Class Counsel, Defendant’s Counsel, and the

Court, to be provided to Class Members at the Settlement Website. The Full Notice must be substantially similar to the form attached hereto as Exhibit D.

9. The “**Effective Date of Settlement**” is determined under Section O(1) of this Agreement, which is set forth below.
10. The term “**Claims Period**” is the period during which Class Members may submit valid claim forms following entry of the Preliminary Approval Order. The Claims Period shall begin after entry of the Preliminary Approval Order and end 60 days after the initial Email Settlement Notice.
11. The term “**Settlement Amount**” shall mean Four Million (\$4,000,000) dollars.

**B. Class Certification, Class Representatives, and Class Counsel**

(1) **Class Certification.** The Parties hereby stipulate to the certification of a Settlement Class that consists of the following individuals pursuant to California Code of Civil Procedure Section 382:

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 the Date of Settlement.

The Settlement Class shall be certified as set forth above for the purposes of this Agreement only and by agreeing to the above stipulation, Defendant is not admitting or conceding that certification would be appropriate were the case to be litigated. If for any reason approval of this Settlement does not become Final as further defined herein, then such stipulated class certification shall become null and void, and the Parties shall not be affected in any way by such prior certification. For the avoidance of doubt, the Parties expressly agree that if for any reason approval of the Settlement does not become Final as further defined in Section O, the Class Representative, as defined herein, shall be required to arbitrate any dispute he may have with Defendant and shall be bound fully by the arbitration terms set forth in the agreement the Class Representative, as defined herein, entered into with Defendant that was the subject of the unopposed Arbitration Motion in the Federal Court Action.

(2) **Class Representative.** Subject to Court approval, the named Plaintiff shall be appointed by the Court as class representative of the Settlement Class (“**Class Representative**”).

(3) **Class Counsel.** Subject to Court approval, the law firms Lynch Carpenter, LLP and Keller Postman LLC shall be appointed by the Court as counsel of the Settlement Class (“**Class Counsel**”). Class Counsel represent and warrant that they have sufficient experience and expertise in these types of matters to adequately represent the Settlement Class as required by law.

**C. Relief Provided to the Class**

(1) **Class Relief.** For its part of the Settlement, Defendant shall, within fifteen (15) days after the entry of an order preliminarily approving the Settlement (“**Preliminary Approval**”), cause to be deposited a total sum Five Hundred Thousand Dollars (\$500,000) (the “**Initial Settlement Deposit**”) in an account established by the Settlement Administrator for the sole purpose of effectuating this Settlement (the “**Settlement Fund Account**”). Defendant shall, within thirty (30) days after the Effective Date of the Settlement (as defined in Section O, below), cause to be deposited Three Million Five Hundred Thousand Dollars (\$3,500,000) (the “**Final Settlement Deposit**”) in the Settlement Fund Account (collectively, with the Initial Settlement Deposit, the “**Total Settlement Fund Deposits**”). Under no circumstances shall Defendant be obligated to deposit any additional funds, or make any further payments, under this Agreement. It shall be a material term of this Settlement that the entirety of the funding for all fees and expenses of Class Counsel shall come only from the Total Settlement Fund. The Total Settlement Fund shall cover in full all financial obligations of Defendant imposed by or incurred under this Settlement, including, but not limited to, all payments made to Class Members, all administrative costs associated with the undertaking and completion of this Settlement, all attorneys’ fees and costs the Court may award to Class Counsel, and any payment the Court may award to the Class Representative. This Settlement does not impose on Defendant, nor otherwise provide for, any equitable remedies, prospective or otherwise, including declaratory or injunctive relief. If the Settlement does not obtain Final Approval, any unused funds in the Settlement Fund Account shall be refunded to Udemy, together with any interest accrued thereon, within fifteen (15) days after the entry of the order denying Final Approval, unless the Parties agree otherwise in writing at that time.

(2) **The Nature and Limits of Class Relief.** To obtain relief under this Settlement, each Class Member must complete fully and submit a claim in the form set forth in **Exhibit A** attesting to and establishing that the Class Member has a valid claim (each a “**Claim Form**” and, in the plural, “**Claim Forms**”). An incomplete Claim Form will not be valid. The Settlement Administrator’s determination of any Class Member’s right and eligibility to receive Class Relief shall be final and determinative, and there shall be no right to contest or appeal such determination. A person whose Claim Form does not match any transaction in Udemy’s records showing a purchase of a course or courses made at a discount in connection with a Reference Price Promotion (each an “**Eligible Course Purchase**”), shall not be a Class Member.

(3) **Distribution and Exhaustion of the Settlement Fund Account.**

(a) Settlement awards may be paid by written check sent by first class mail to Class Members who have submitted a valid claim. Alternatively, the Settlement Administrator may elect to utilize certain forms of electronic payment that are reputable and secure. If payments are made by check, the Settlement Administrator will perform skip tracing and re-mailing as reasonably necessary. Checks will be valid for 120 days from the date the check is issued. The amounts of any checks that are returned as undeliverable or that remain uncashed more than 120 days after the date of mailing shall be paid as *cy pres* to the National Consumer Law Center (“NCLC”).

- (b) Within 45 days after the Effective Date of Settlement, the Settlement Administrator shall send a single payment to each claiming Class Member eligible to receive payment. Each Class Member who claims and is eligible to receive payment shall receive Four Dollars (\$4.00) per Eligible Course Purchase made during the Class Period up to a total of Forty Dollars (\$40).
- (c) 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.
- (d) 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 Udemty account associated with that Class Member's email address. The Settlement Administrator shall return the equivalent amount from the Settlement Fund Account to Udemty.

**D. Class Administration**

(1) **Retention of and Payment to the Settlement Administrator.** Plaintiff shall retain the right to select the Settlement Administrator. All costs of notice and notice administration shall be paid directly from the Total Settlement Fund. The Settlement Administrator is required to perform all its duties and obligations under this Agreement. Such fees and expenses shall be reimbursed from the Settlement Fund Account. It shall be a material term of this Settlement that the entirety of the funding for all fees and expenses of the Settlement Administrator shall come from the Four Million Dollar (\$4,000,000) Total Settlement Fund only, and the Settlement Administrator's fees and expenses shall not exceed the Initial Settlement Deposit. It is further agreed that all fees and expenses of the Settlement Administrator for work undertaken prior to Final Approval shall not exceed the Initial Settlement Deposit. The Parties shall work in good faith to agree on a protective order and seek and obtain approval and entry of that protective order by the Court. The Parties agree to select a Settlement Administrator that agrees to abide by the conditions of the Protective Order. Udemty shall be under no obligation to provide customer information or other private data to the Settlement Administrator until a protective order satisfactory to both Parties has been entered and the Settlement Administrator has agreed to abide by it.

(2) **Duties of Settlement Administrator.** The Settlement Administrator shall be responsible for all duties assigned to it under this Agreement. By way of example, but not limitation, in addition to establishing, maintaining, managing, and protecting the security of the Settlement Fund Account, the Settlement Administrator shall cause to occur, and shall be

responsible for, all notices in whatever form required of the Settlement Administrator and the establishment and maintenance of all websites required by this Agreement or by the court overseeing the Lawsuit. Further, the Settlement Administrator shall receive at its offices and review every Claim Form submitted by a putative Class Member (each, a “**Claim**”), determine whether the claimant is an eligible Class Member, approve or deny all such Claims, and send to each Class Member with an approved claim (each an “**Approved Claim**”) the appropriate Class Relief as provided for under Section C(1) and Section C(3), above.

(3) **Decisions of the Settlement Administrator.** All decisions of the Settlement Administrator are final and are not subject to appeal or review unless evidence is provided that the Settlement Administrator did not act in good faith. However, the Settlement Administrator shall not approve the issuance of any payments in response to Claim Forms that are not sufficiently completed so as to be able to identify the claimant, the number of courses for which relief is sought, and that the form was executed under penalty of perjury.

**E. Attorneys’ Fees and Costs, Incentive Award, and Administration Costs**

(1) **Payments Made Under this Agreement.** From the Settlement Fund Account, payments will be made as follows:

(a) *Incentive Award to Plaintiff.* In addition to any relief to which he may be entitled under the Settlement, and in recognition of his efforts on behalf of the Settlement Class, the named Plaintiff may, subject to the approval of the Court, be awarded an incentive award of not more than Two Thousand Five Hundred Dollars (\$2,500). Such sum shall be paid in recognition of named Plaintiff’s time and effort serving as the named Plaintiff in the Lawsuit. The Settlement Administrator shall pay such amount via check to the named Plaintiff, such check to be sent care of Class Counsel within thirty (30) days after the Effective Date of Settlement. The Settlement Administrator shall be responsible for ensuring that the payment of this sum is made in conformity with applicable tax laws.

(b) *Costs of Administration.* Upon approval by the Parties, the Settlement Administrator shall reimburse itself for all costs connected with notice and the processing of all Claims. In addition to the requirements set forth in Section D(2), this shall include the mandatory requirement to advise Defendant of all claims, including the name and address of all of those who submitted claims, identifying which of those persons were sent checks or electronic payments and the amount of each such check or automatic payment, and the date each such payment was made.

(c) *Attorneys’ Fees and Costs.* The Parties acknowledge that Class Counsel must petition the Court for approval of any award for attorneys’ fees and reimbursement of reasonable litigation expenses and costs. As part of that petition, Class Counsel shall submit a categorization of the time spent on the case with descriptions of the categories that enable the Court to conduct a lodestar cross-check of the requested fees. Udey shall not object to the petition provided that Class Counsel will seek no more than One Million Dollars (\$1,000,000) for attorneys’ fees and reimbursement for reasonable litigation expenses and costs. Any award of attorneys’ fees, reasonable litigation expenses and costs, must be approved by the Court and shall

be paid by the Settlement Administrator out of the Settlement Fund Account within ten (10) days after the Effective Date of Settlement.

**F. Preliminary Approval Order**

(1) **Class Counsel's Duty to File.** After this Agreement is finalized and signed, Class Counsel shall file the Lawsuit and promptly move the Court for (1) preliminary approval of the Settlement and this Agreement; (2) class certification for purposes of settlement only; (3) approval of the Class Notice; and (4) the scheduling of a final approval hearing at the earliest possible date.

(2) **Notice of Hearing.** Class Counsel shall notice a motion for preliminary approval of this Settlement Agreement. A copy of the proposed Order Granting Preliminary Approval of Settlement, Class Certification, Approving Class Notice, and Scheduling a Final Settlement Approval Hearing (the "**Preliminary Approval Order**") agreed to by the Parties is attached hereto as **Exhibit B**.

(3) **Failure to Opt-Out.** Class Members who have failed to opt-out in the manner established in Section L shall not commence any lawsuit, arbitration, or other legal action, in any forum, against Defendant based on the Released Claims or arising out of the facts giving rise to the Released Claims without regard to whether those claims could have been brought in the Federal Court Action or this action. If an action is commenced in violation of this section, the Parties agree that Defendant may seek a court order preliminarily enjoining such an action.

**G. Notice On Preliminary Approval**

(1) **Notice By Email.** If the Court issues a Preliminary Approval Order, the Settlement Administrator shall provide each member of the Settlement Class with notice of the proposed Settlement (the "**Email Settlement Notice**"), by email, no later than thirty (30) days after entry of the Preliminary Approval Order. The Settlement Administrator shall send multiple email notices in its discretion to further the claims process but in no event will the Settlement Administrator email Class Members more regularly than once every fourteen (14) calendar days. A copy of the Email Settlement Notice is attached as **Exhibit C**. This email communication shall also include a link to the Administration Website (as defined below) that contains the request for exclusion form (the "**Exclusion Form**"), a copy of which is attached as **Exhibit D**. Defendant shall provide to the Settlement Administrator email addresses of the Class Members within 14 calendar days of Preliminary Approval of this Settlement Agreement. Defendant shall have no other notice obligations under this Settlement Agreement. Class Members shall have sixty (60) days from the date of the initial Email Settlement Notice to submit a Claim.

(2) **Internet Posting.** The Settlement Administrator shall, for a period of exactly sixty (60) days from the date of Defendant's sending of the email notice described in Section G(1), above, provide an internet website at URL to be agreed upon by Parties on which it will post the substantial equivalent of the Settlement Notice and Exclusion Form (the "**Administration Website**").

(3) **No Other Notice Required.** Other than the notice by email and Internet posting described in the preceding paragraphs, no other notice to Class Members is required.

## **H. Order for Final Approval of Class Settlement**

(1) At the final settlement hearing, Class Counsel shall petition the Court to enter an order for final judgment that approves the Settlement and dismisses the claims of the Settlement Class with prejudice (“**Final Approval Order**”), the form of which is attached as **Exhibit E**.

## **I. Release**

(1) Upon entry of the Final Approval Order, the releasing parties (hereafter, and as defined below, the “**Releasing Parties**”) fully, finally, and forever settle, release, relinquish and discharge any and all of the released claims (hereafter, and as defined below, the “**Released Claims**”) against the released parties (hereafter, and as defined below, the “**Released Parties**”). Furthermore, the Releasing Parties covenant not to sue the Released Parties, take any legal action or other proceeding, or assert any claim based on the Released Claims or arising out of the facts giving rise to the Released Claims without regard to whether those claims could have been brought in the Federal Court Action or this action.

(2) The “Releasing Parties” are the Plaintiff and the Settlement Class, except for anyone who opts out of the Settlement pursuant to Section L(1) below.

(3) The “Released Parties,” are Udemy, Inc., a Delaware corporation with its principal place of business in California, and its parents, subsidiaries, affiliates, related entities, predecessor or successor companies, and any entity which shares common ownership or control, in whole or in part, with any of the foregoing, along with the present or former directors, officers, owners, managers, employees, representatives, assigns, vendors, and agents of any of them, whether in their individual or official capacities.

(4) The “**Released Claims**” are all claims, causes of action, demands, judgments, damages, liabilities, whether known or unknown, contingent or non-contingent, including, but not limited to, any and all claims for damages, penalties, attorneys’ fees, costs, expenses, disbursements, and interest, which the Releasing Parties now own or hold or have at any time owned or held, against the Released Parties and which arise out of or are in any way connected with the Reference Price Promotions up to the Date of Settlement (the “**Released Period**”). Subject to the foregoing sentence, the Released Claims specifically include, but are not limited to, any claims based upon or related to any common law claims (including, but not limited to, claims for negligence or fraud); claims arising from the violation of any statutes, regulations, or governmental policy statements; breach of contract; all claims for emotional or mental distress or for invasion of privacy; and all claims for penalties, direct damages, lost profits, incidental or consequential damages, interest, attorney’s fees, costs, or disbursements, or any other claim for relief of any kind not specifically described above, whether asserted in the Lawsuit or which could have been asserted in the Lawsuit.



(a) Without limiting the foregoing, the Released Claims specifically extend to the claims that the Releasing Parties do not know or suspect to exist in their favor as of the date the Settlement is approved by the Court. In connection with such waiver and relinquishment, Releasing Parties, on behalf of themselves individually and in their representative capacities are deemed to acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. **In addition, Releasing Parties specifically understand that they may later discover additional injuries or damages that are not known to them at this time. This Settlement specifically applies to such later discovered injuries or damages, and Releasing Parties specifically accept the risk that they may later discover such injuries or damages.**

(b) The Releasing Parties expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code § 1542, or any other similar provision under federal law and the other states. The Releasing Parties understand that California Civil Code § 1542 states:

**“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.”**

(5) If the Final Approval Order is challenged on appeal, or otherwise collaterally attacked, and if that appeal or collateral challenge succeeds, in whole or in part, in modifying or vacating the Final Approval Order, the above releases shall be void *ab initio*.

#### **J. Dismissal With Prejudice**

(1) Upon entry of the Final Approval Order, Plaintiff and the Settlement Class shall dismiss the Lawsuit with prejudice. Further, Plaintiff specifically authorizes his attorneys to prepare and execute all documents reasonably necessary to effectuate the dismissal with prejudice.

#### **K. Objections**

(1) **Requirement of Written Filing.** Any Class Member who wants to object to the Settlement including Class Counsel’s request for attorneys’ fees, must file a written objection (each an “**Objection**”) and/or a Notice of Intention to Appear with the Court, and serve copies on Class Counsel and Defendant’s counsel, no later than twenty (20) calendar days prior to the final approval hearing.

(2) **Contents of Objections.** To be valid, an Objection must set forth the full name, address, and telephone number of the person objecting; the words “Notice of Objection” or

“Formal Objection”; and in clear and concise terms, the legal and factual arguments supporting the objection.

(3) **Invalid Objections.** An Objection will not be valid if it only objects to the Lawsuit’s appropriateness or the merits of the case. Class Members who fail to make objections in this manner will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or any other process) to the Agreement. Only Class Members who file and serve a timely valid written Objection and/or Notices of Intention to Appear can speak at the Fairness Hearing.

**L. Request for Exclusion (Opting Out).**

(1) Any Class Member who wishes to exclude themselves from the Settlement may do so by completing and submitting an Exclusion Form. The Exclusion Form must be mailed to the Settlement Administrator or submitted online through the Administrator Website within sixty (60) days of the date that the Settlement Notice is emailed by the Settlement Administrator. Timely completion and submission of the Exclusion Form to the Settlement Administrator shall be the exclusive means of opting out, and no other attempts to opt out shall be recognized.

(2) Notwithstanding anything else contained in the Agreement, if more than Five Hundred (500) of the Class Members request exclusion from the Settlement Class, then the Defendant may, in its sole discretion, notify Class Counsel in writing that it has elected to terminate this Agreement. To be effective, such notification must be provided to Class Counsel within thirty (30) days of Defendant being informed in writing by the Settlement Administrator that more than Five Hundred (500) members of the Settlement Class have requested exclusion. In the event Defendant elects to terminate this Agreement under this Provision, the parties’ dispute will be returned to the status quo ante as of February 23, 2022, with the Named Plaintiff having agreed that he is bound to arbitrate his dispute with Udemey.

**M. No Tax Withholdings or Advice**

(1) Class Members shall be solely responsible for the reporting and payment of any federal, state and/or local income or other tax or any other withholdings, if any, on any of the benefits conveyed pursuant to the Settlement.

(2). Defendant makes no representations, and has made no representations, as to the taxability of the relief to Plaintiff and the other Class Members, the attorneys’ fees, costs or expenses to Class Counsel, or the incentive award to Plaintiff. Class Members, including Plaintiff, are responsible for seeking their own tax advice at their own expense.

**N. Effect of Court Disapproval**

(1) The Settlement and this Agreement and all associated exhibits and attachments are made for the sole purpose of attempting to consummate the Settlement of the Lawsuit on a class-wide basis. The Parties entered the Settlement in compromise of claims that were disputed in good

faith. Because this action is pled as a putative class action, and because the Settlement is on a class-wide basis, the Settlement must receive preliminary and final approval by the Court.

(2) In the event the Court or any other court (a) disapproves, sets aside, or modifies the Settlement or this Agreement; (b) declines for any reason to enter or give effect to a Preliminary Approval Order; (c) declines for any reason to enter or give effect to a Final Approval Order; or holds that the Final Approval Order, or any judgment entered pursuant thereto, should in any material part be overturned, vacated, altered, or amended, or modified in any material way, then the Parties shall use their best efforts to effectively repair deficiencies in order to obtain Court approval, provided that such best efforts shall not be deemed to require Defendant to pay any additional sums than provided herein or agree to terms materially different than those agreed to in connection with the negotiation of this Agreement.

(3) In the event such efforts are unsuccessful, and after the passage of sixty (60) days from the date of the Court's actions set forth in Section N(2), above, then the Settlement and this Agreement shall become null and void *ab initio*, shall be of no force or effect whatsoever, shall not be referred to or used for any purpose whatsoever, and the Lawsuit shall be deemed to revert to the status quo ante as of February 23, 2022, with the Named Plaintiff having agreed that he is bound to arbitrate his dispute with Udemy. and the negotiation, terms and entry of the Settlement and this Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, any and all statutes of a similar nature, and the mediation privilege where applicable. Upon such an occurrence, the Parties shall jointly move that any and all orders entered pursuant to the Settlement be vacated and shall proceed as if this Agreement had never been executed; provided, however, that in the event that the Parties, within fifteen (15) days of any such action of any court, jointly elect to appeal from or otherwise seek review or reconsideration of such court action, the Settlement shall not be deemed null and void until such time as such court action becomes final after any proceedings arising directly or indirectly from the Parties' appeal(s) or other attempt(s) to have such court action reversed, withdrawn, or overturned. In the event the Settlement is determined null and void, the Parties shall not refer to the fact and terms of the Settlement or this Agreement to establish liability or otherwise support the Parties' substantive or procedural positions, including as the requirement to arbitrate disputes, and any and all funds paid, less actual expenses incurred by the Settlement Administrator, shall be returned to Defendant forthwith.

**O. Effective Date of Settlement**

(1) The settlement and release of claims contemplated by the Settlement and this Agreement shall be deemed effective, and the Parties and Class Members shall be definitively bound thereto, on the date (the "**Effective Date**") that is ten (10) days after the date that each and all of the following conditions have occurred:

(a) this Agreement has been signed by lead Plaintiff, Defendant, and Class Counsel;

(b) orders have been entered by the Court granting preliminary approval of the Settlement, and approving a form of notice, as provided in \_\_\_\_\_;

- (c) the Court in the Lawsuit has entered a Final Approval Order.
- (d) the judgment has become Final.

The date the judgment has become “Final” is thirty (30) days after entry of the Final Approval Order (Exhibit E) if no appeal is filed. If any appeal is taken or review is sought of the Final Approval Order, the judgment becomes “Final” after all appeals have been resolved and there is no further possibility of court review.

(2) Upon the occurrence of the Effective Date of Settlement:

(a) the Settlement shall be the exclusive remedy for all Released Claims of the Class Members;

(b) Defendant shall not be subject to liability, legal undertakings, obligations, costs, or expenses of any kind with respect to the Released Claims to any Class Member except as set forth herein; and

(c) Plaintiff and the Class Members who have not objected shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against Defendant in any federal or state court in the United States or any other tribunal.

**P. California Law**

(1) The rights and obligations of the Parties hereto are to be construed, interpreted, and enforced solely in accordance with the laws of California, without giving effect to any conflict of laws principles.

(2) The Parties agree that any judicial proceeding arising out of or resulting from the Settlement or this Agreement, or the breach thereof shall be filed only in the the **Court**.

**Q. Execution in Counterparts.** This Agreement may be executed in one or more counterparts and delivered by facsimile or email to counsel. All executed counterparts, including those delivered to counsel by facsimile or email, and each of them shall be deemed to be one and the same instrument. A facsimile or email copy shall be considered an original for all purposes.

**R. No Admission**

(1) The Parties specifically understand that the promises made in accordance with the Settlement are not to be construed as an admission by any of the Parties or Released Parties for any purpose and understand that the Parties and the Released Parties all deny liability for the allegations made in the Lawsuit. Plaintiff further understands that the Settlement has been made for business reasons. As such, neither the Settlement, this Agreement, nor any act performed, or document executed pursuant to or in furtherance of the Settlement:

(a) is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Lawsuit, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered, or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered, or received against Plaintiff or the Settlement Class, or each or any of them, as an admission, concession, or evidence of, the infirmity or strength of any claims raised in the Lawsuit, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Lawsuit;

(d) is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Parties to the Settlement, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, and any acts performed and/or documents executed in furtherance of or pursuant to the Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. However, if the Settlement is approved by the Court, any party or any of the Released Parties may file this Agreement and/or the Final Approval Order in any action that may be brought against such party or parties in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(e) is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(f) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Lawsuit would have exceeded or would have been less than any particular amount.

**S. Modifications Only in Writing.** The Settlement and this Agreement may be amended or modified only by a written instrument signed by all of the undersigned Parties or their assignees or successors-in-interest, and the undersigned counsel; except that Plaintiff, individually and as Class Representative, expressly authorizes Class Counsel to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms,

and also expressly authorizes Class Counsel to enter into such modifications or amendments to this Agreement on behalf of the Settlement Class as Class Counsel deems appropriate. This Agreement reflects the entire agreement of Plaintiff, the Class, and Defendant, relative to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings, statements, representations or promises. The terms of this Agreement cannot be waived, and the Parties agree that they will not take the position in any forum that the terms of this Agreement have been waived by any act or omission to act.

**T. Integrated Agreement.** All of the Exhibits of this Agreement are material and integral parts hereof, and are fully incorporated herein by reference. This Agreement and the Exhibits constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the settlement of the Lawsuit.

**U. Severability.** If any clause, provision or paragraph of this Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or paragraph of the Agreement and shall be construed and enforced as if such illegal, invalid or unenforceable clause, paragraph or other provisions had not been contained herein. However, if the exclusion of such clause, provision, or paragraph materially affects the rights of any the parties hereto, the affected party or parties shall have the right to treat this Settlement as *void ab initio* by written notice to the other parties within twenty (20) days of said clause, provision, or paragraph being held illegal, invalid, or unenforceable.

**V. Legal Representation.** The Parties to this Agreement acknowledge that they have been represented by qualified legal counsel both in connection with the Lawsuit and in connection with the negotiation, drafting and execution of this Agreement. Accordingly, the language used in this Agreement will be deemed to be language chosen by all Parties hereto to express their mutual intent, and no rule of strict construction against any party hereto will apply to any term or condition of this Agreement.

**W. Approval Procedure.** The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of the Settlement. All applications for Court approval or Court orders required under the Settlement shall be made on notice to Class Counsel and Defendant's counsel.

**X. Court Jurisdiction.** The administration and consummation of the Settlement as embodied in this Agreement shall be under and pursuant to the authority of the Court. The Court shall retain jurisdiction to protect, preserve and implement the Settlement, including, but not limited to, the release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement.

**Y. Litigation Expenses.** Except as otherwise provided in the Settlement, each party hereto shall bear his, her or its own expenses related to the Lawsuit.

**Z. Document Retention.** The Parties may destroy documents associated with the administration of the Settlement one year after Final Judgment or 180 days after all benefits under the Settlement have been distributed, whichever is later.

**AA. Notices.** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Todd Carpenter of Lynch Carpenter; Albert Pak of Keller Postman; and David Bertoni of Brann & Isaacson.

**BB. Confidentiality.** The Parties and their counsel shall keep the terms of the Settlement confidential prior to the filing with the Court of the Settlement and the motion for preliminary approval of it except that Defendant may share the terms of the Settlement with any potential insurers. The Parties and their counsel shall not release any public statement concerning the Settlement at any time, including without limitation after the filing with the Court of the Settlement, except as required by law or as necessary to complete the Court proceedings contemplated in this Agreement, and except as necessary to meet any obligations arising out of Defendant's corporate status and ownership.

**CC. Commercially Reasonable Efforts.** The Parties agree to cooperate in the execution of such documents and pleadings as are reasonably necessary and appropriate to obtain approval of and implementation of the Settlement, and to use commercially reasonable efforts to perform all terms of the Settlement.

**DD. Cooperation.** The Parties (a) acknowledge that it is their intent to consummate the Settlement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Settlement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of the Settlement, Class Counsel and Defendant's counsel agree to cooperate with one another in seeking Court approval of the Preliminary Approval Order, the Settlement, and the Final Judgment and Order of Dismissal with Prejudice, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement. In the event that a matter should arise that is not expressly addressed in the Settlement, or if the Parties disagree as to the interpretation or application of any provision of this Agreement, the Parties shall attempt to agree upon an appropriate resolution, and failing such agreement, shall abide by the decision of the Court as to the appropriate disposition. The Parties agree to cooperate in conducting such reasonable confirmatory discovery as is necessary to confirm bases upon which Plaintiff has entered into the Settlement.

**EE. Exhibits.** All of the Exhibits to the Settlement are material and integral parts thereof and are fully incorporated herein by this reference as though fully set forth herein. The Exhibits are:

- a. EXHIBIT A — Claim Form
- b. EXHIBIT B — Proposed Order Granting Preliminary Approval
- c. EXHIBIT C — Email Settlement Notice

- d. EXHIBIT D — Full Settlement Notice
- e. EXHIBIT E — Exclusion Form
- f. EXHIBIT F — Proposed Final Approval Order

IN WITNESS WHEREOF, the Parties enter into this Agreement this 13<sup>th</sup> day of December, 2022.

**PLAINTIFF**

DocuSigned by:  
*Marion Williams*  
736C622BF1364FC...  
Marion Williams

**UDEMY, INC.**

DocuSigned by:  
*Kenneth Hirschman*  
5D09D871D0C34FD...  
Its Senior Vice President of Operations and  
General Counsel

**CLASS COUNSEL**

DocuSigned by:  
*Todd Carpenter*  
732823A8C190495...  
Todd Carpenter  
Lynch Carpenter

DocuSigned by:  
*Albert Pak*  
C2FF00B7F5C6459...  
Albert Pak  
Keller Postman