

OFFICIAL COURT NOTICE OF CLASS ACTION SETTLEMENT

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

If you worked for Progress Software Corporation (“Progress”) in Massachusetts as a salesperson you may be entitled to a payment from a class action lawsuit settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- You have received this Notice because Progress’s records indicate that you were employed in a sales or sales-related position (see Basic Information below) covered by the settlement in Massachusetts between February 10, 2019 and March 19, 2023.
- A former Progress employee (the “Plaintiff”) has filed a lawsuit against Progress alleging that Progress misclassified certain salespeople as overtime-exempt employees and failed to pay overtime wages for all hours worked over 40 each week. Progress denies these allegations and the Court has not made any ruling about who is right. The Plaintiff and Progress have entered into a settlement to avoid further disputes and the expense and inconvenience of litigation.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately **\$(AMOUNT INCLUDING PAYMENT WITH CONSENT FORM)**, subject to Sections 7 and 8 below and deductions for applicable taxes.

Your legal rights may be affected by this settlement, and you have some choices to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW, CASH A SETTLEMENT CHECK	If you do nothing you will release the Released Class Claims discussed in Section 10 below, and you will be sent a settlement check for approximately <u>\$(AMOUNT)</u> , subject to applicable taxes and withholdings. If you sign and deposit the settlement check, you will also release the Released Collective Claims discussed in Section 10 below. If you do not sign and deposit your settlement check, you will still release the Released Class Claims, but not the Released Collective Claims.
SUBMIT A CONSENT FORM AND OBTAIN AN ADDITIONAL PAYMENT	If you return or submit a properly completed Consent form, you will release both the Released Class Claims and the Released Collective Claims, and you will receive an additional \$50.00 payment for submitting the Consent form. If you submit a timely and valid Consent form, your total estimated settlement payment, including the additional \$50.00, is approximately <u>\$(AMOUNT)</u> , subject to applicable taxes and withholdings. To be timely, the Consent form must be postmarked by or otherwise received on or before September 5, 2023 .
OBJECT	If you are unhappy with the Settlement and wish to object to it, you may write to the Court and provide the reason(s) for your objection. More information about objecting is set forth in Section 13 below.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.

- The Court has ordered preliminary approval of the settlement, but still has to decide whether to give it final approval. Settlement payments will be made if the Court orders final approval and after any appeals from the Court’s decision are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

The Court ordered that you be sent this Notice because you have a right to know about a proposed class and collective action settlement, and about all of your options, before the Court decides whether to grant final approval to the settlement. This Notice explains the lawsuit, your legal rights, and what benefits are available.

The Court overseeing this settlement is the Massachusetts Superior Court, Middlesex County. The litigation is *Callahan v. Progress Software Corp.*, 2381CV00604

This Notice uses the terms “Class Claims” and “Collective Claims.” Class Claims are claims under Massachusetts law that are or could have been included in this lawsuit. Collective Claims are claims under the Fair Labor Standards Act that are or could have been included in this lawsuit.

2. Am I covered by this settlement?

Progress’s records indicate that you were employed by Progress in one or more of the following positions, in Massachusetts, between February 10, 2019 and March 19, 2023: Business Generation Representative, Associate; Business Generation Representative, Senior; Inside Account Executive; Inside Account Manager; Inside Account Manager, Senior; Inside Partner Account Manager; Inside Partner Account Manager, Senior; Inside Sales Representative; Inside Sales Representative, Associate; and/or Inside Sales Representative, Senior (collectively, “Sales Representatives”).

3. What is the litigation about?

The litigation is about whether Progress misclassified Sales Representatives as overtime-exempt employees and failed to pay overtime wages for all hours worked over 40 each week. Progress denies these allegations and believes that its Sales Representatives received all wages and payments to which they were entitled. The Court has not made any ruling on the merits of the claims, and no party has prevailed in this action.

4. Why is this a class/collective action?

In a class action, one or more people called “class representatives” sue not only for themselves, but on behalf of other people who have similar claims. The people are called “class members” and together are the “class.” Similarly, in a collective action, one or more people can seek to represent a “collective” of similarly situated people. The individual who initiated this class/collective action is called the “Plaintiff.” In a class/collective action, the Plaintiff asks the court to resolve the issues for every member of the class and the collective.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Progress. Both sides believe they will prevail in the litigation, but there has been no decision in favor of either party. Instead, the Plaintiff and Progress have agreed to resolve this matter to avoid the burden, expense and risks associated with continued litigation. Plaintiff and Class Counsel believe the settlement is in the best interests of all Class and Collective Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Progress has agreed to pay a total of \$2,223,857.36 (the “Total Settlement Amount”). The Total Settlement Amount will be used to pay two groups of people: all Class Members and Participating Collective Members. The Total Settlement Amount will also be used to pay: Class Counsel’s attorneys’ fees of up to \$741,285.78 (one-

third of the Total Settlement Amount), actual litigation expenses and costs of up to \$12,500, a Service Award of \$15,000.00 to the Plaintiff, and the Settlement Administrator's fees and costs of up to \$20,000.

7. How much will my settlement payment be and how was it calculated?

Based on the formula that has been preliminarily approved by the Court, your settlement payment, if you submit a Consent form, is estimated to be **[\$AMOUNT]**. If you **do not** submit a Consent form, your settlement payment is estimated to be **[\$AMOUNT]**.

One half of your settlement payment is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and one half of it is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Progress's counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

The formula that has been approved by the Court and used to calculate your settlement payment considers the number of weeks you worked and the relative value of the recovery available under federal law as compared with the value of the recovery available under Massachusetts state law. The Settlement Agreement details the allocation formula. You may obtain a copy of the Settlement Agreement at www.progressovertimesettlement.com.

The Settlement Administrator used information from Progress's records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator using the contact information below. If you dispute Progress's records and/or the calculation of your settlement payment, you must notify the Settlement Administrator and provide written documentation supporting your contention. Progress's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

To participate fully in the Settlement, you must submit the enclosed Consent form. Submitting the Consent form ensures that you will receive the total amount to which you are entitled under the Settlement. If you submit the Consent form, you will receive an estimated settlement payment of **[\$AMOUNT]**. If you do not submit a Consent form, you will still be included in the Settlement, but you will receive an estimated settlement payment of **[\$AMOUNT]**.

To receive the higher settlement payment, your signed, valid Consent form must be postmarked by, or otherwise received on or before, **September 5, 2023**.

You may return the Consent form in the pre-stamped return envelope or by mailing, emailing, faxing, or submitting it electronically to the Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185

To be effective, the Consent form must be completed in full and signed.

Payments will be sent by mail. If your mailing address has changed, please contact the Settlement Administrator or update your address at www.ilymgroup.com.

9. When will I get my settlement payment?

The Court is scheduled to hold a hearing on November 1, 2023, at 2:30 p.m. to determine whether to give final approval to the settlement. If the Court grants final approval, Progress will fund the settlement within seven days after the settlement's Effective Date and the Settlement Administrator will mail your payment twenty-one days after the Effective Date. Please be patient and let the Settlement Administrator know if your mailing address changes.

10. What am I giving up by releasing my claims?

If you submit a Consent form or cash your settlement check, you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Progress asserting the claims pled in the Complaint or that could have been pled based on the facts alleged in the Complaint and that accrued during your employment as an exempt-classified Sales Representative, relating back to the full extent of the statutes of limitations, and continuing through March 19, 2023, including, without limitation, all federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, interest, attorneys' fees, costs, and expenses.

Regardless of whether you submit a Consent form or cash your settlement check, you will release the Released Class Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Progress asserting the state or local law claims pled in the Complaint or that could have been pled based on the facts alleged in the Complaint and that accrued during your employment as an exempt-classified Sales Representatives, relating back to the full extent of the statutes of limitations, and continuing through March 19, 2023, including, without limitation, all state and local claims for unpaid overtime wages, premium pay of any kind, and related claims for liquidated damages, interest, attorneys' fees, costs, and expenses.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firms of Outten & Golden LLP and Fair Work P.C. are qualified and has appointed them to represent you, all Class Members, and all Participating Collective Members. These lawyers are called "Class Counsel." You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. You do not need to retain your own attorney in order to participate as a Class Member.

12. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. If approved, these fees will compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for the out-of-pocket costs they incurred litigating the case.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

13. How do I tell the Court that I disapprove of the settlement?

You can object to any portion of the settlement which you disapprove. If you do so, you must give reasons why you think the Court should not approve it. If your objection is timely and properly submitted, the Court will consider it. To object to the settlement, send a letter by First Class Mail to the Settlement Administrator saying that you object to the settlement. To be considered, the letter must include all of the following: (i) all reasons for objecting to the settlement, and any supporting documentation; and (ii) your name, address, and telephone number.

As an Objector, you also have the right to appear at the Fairness Hearing before the Court (explained in Sections 14 and 15 below) either in person or through your own counsel at your own expense. If you wish to appear at the Fairness Hearing, you should state your intention to do so in your letter to the Settlement Administrator.

Objections should be mailed to the Settlement Administrator at:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185

Your objection must be postmarked by or otherwise received on or before September 5, 2023.

THE COURT'S FAIRNESS HEARING

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Fairness Hearing on November 1, 2023, in Courtroom 620, D Session.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly and timely submitted objections. Please contact Class Counsel using the contact information provided in Section 17 below if you have any questions about the date and time of the Fairness Hearing.

15. Do I have to come to the fairness hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend for your objection to be considered.

GETTING MORE INFORMATION

16. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at www.progressovertimeSettlement.com.

17. How do I get more information?

If you have other questions about the settlement or want more information, you can contact Class Counsel at:

Melissa L. Stewart
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
ProgressOvertimeSettlement@outtengolden.com

Kaelyn R. Mahar
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
ProgressOvertimeSettlement@outtengolden.com

DATED: July 5, 2023