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8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN FRANCISCO

11
12 AMY REECE, an individual, on behalf of
herself, and all others similarly situated,

13 Plaintiff,

14 vs.

15 WALKME, INC. a Delaware corporation, and
16 DOES 1-50, inclusive,

17 Defendants.
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Case No. CGC-22-602550

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF
CLASS AND PAGA ACTION CLAIMS**

Trial Date: N/A
Complaint Filed: October 27, 2022

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On behalf of herself and all others situated
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1 This Joint Stipulation of Class and PAGA Representative Action Settlement and Release
2 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Amy
3 Reece (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly
4 situated and allegedly aggrieved, and Defendant WalkMe, Inc. (“Defendant”).

5 **DEFINITIONS**

6 The following definitions are applicable to this Settlement Agreement. Definitions
7 contained elsewhere in this Settlement Agreement will also be effective:

8 1. “Action” means *Amy Reece v. WalkMe, Inc.*, San Francisco County Superior Court
9 of California, Case No. CGC-22-602550.

10 2. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class
11 Counsel’s litigation and resolution of the Action, and all Court approved costs incurred and to be
12 incurred by Class Counsel in the Action, including but not limited to, costs associated with
13 documenting the Settlement, providing any notices to governmental agencies required as part of
14 the Settlement or Court Order, securing the Court’s approval of the Settlement, administering the
15 Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts.
16 Class Counsel will request attorneys’ fees not in excess of one third of the Final Gross Settlement
17 Amount, which is \$433,333.33. Class Counsel will request costs not in excess of \$15,000.00.
18 Attorneys’ Fees and Costs shall be paid from the Final Gross Settlement Amount.

19 3. “Class Counsel” means Daniel Valles and Kayla Rathjen of Valles Law, P.C.

20 4. “Class List” means a complete list of all Class Members that Defendant will
21 diligently and in good faith compile from Defendant’s records and provide to the Settlement
22 Administrator within fifteen (15) business days after Preliminary Approval of this Settlement. The
23 Class List will be formatted in Microsoft Excel and will include each Class Member’s full name,
24 most recent mailing address, social security number, number of workweeks that each Class Member
25 worked during the Class Period and the PAGA Period, and any other relevant information needed
26 to calculate settlement payments.

27 5. “Class/PAGA Representative Enhancement Payment” means the amount to be paid
28 to Plaintiff in the Action in recognition of her efforts and work in prosecuting the Action on behalf

of Class Members, and for Plaintiff's general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class/PAGA Representative Enhancement Payment of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

6. "Class Period" means the time period from October 24, 2018, through the later of January 29, 2026, or the date of preliminary approval, subject to further revision pursuant to the escalator clause at section 61 if later than January 29, 2026.

7. "Class Member(s)" means members of the Settlement Classes.

8. "Court" means the California Superior Court for the County of San Francisco.

9. "Defendant" means WalkMe, Inc.

10. "Effective Date" means the latter of (1) five calendar days after the final judgment by which a notice of appeal of the order granting final approval or the final judgment may be timely filed, and none is filed (i.e., 65 days after the date of entry of the order granting final approval); or (2) if a notice of appeal from the order granting final approval or the final judgment is filed, five business days after the date on which the Superior Court's order granting final approval or final judgment is finally affirmed or upheld without any further right of appeal by any party or third party and following the expiration of any such period for such further appeal that may be available. The Effective Date is a condition of performance of the obligations under this Settlement.

11. "Expense Reimbursement ("ER") Settlement Class" means all California employees who worked for Defendant in the State of California at any time from October 24, 2018, through the later of January 29, 2026 or the date of Preliminary Approval.

12. "ER Settlement Class Member(s)" means any individual who is a member of the ER Settlement Class.

13. "Initial Gross Settlement Amount" means the agreed amount of One Million One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00), to be paid by Defendant in full satisfaction of all Released Claims by the Settlement Classes and PAGA Settlement Groups arising from the Action, which includes all Individual Settlement Payments to Class Members, Attorneys' Fees and Costs to Class Counsel, the Class/PAGA Representative Enhancement Payment to

1 Plaintiff, the Labor and Workforce Development Agency (“LWDA”) Payment, and Settlement
2 Administration Costs to the Settlement Administrator. The “Final Gross Settlement Amount”
3 means the Initial Gross Settlement Amount plus the *pro rata* increase pursuant to section 61 of
4 \$176,738.11 through January 29, 2026, in the amount of \$1,276,738.11 as well as an additional
5 \$23,261.89 to file a Second Amended Complaint expressly adding claims under the Fair Labor
6 Standards Act, 29 U.S.C. §§ 206 and 207, and a claim under Cal. Labor Code § 246(i), giving a
7 total Final Gross Settlement Amount \$1,300,000, subject to section 61 if later than January 29,
8 2026. The Final Gross Amount to be paid by Defendant is in full satisfaction of all Released Claims
9 by the Settlement Classes and PAGA Settlement Groups arising from the Action, which includes
10 all Individual Settlement Payments to Class Members, Attorneys’ Fees and Costs to Class Counsel,
11 the Class/PAGA Representative Enhancement Payment to Plaintiff, the Labor and Workforce
12 Development Agency (“LWDA”) Payment, and Settlement Administration Costs to the Settlement
13 Administrator. This Final Gross Settlement Amount has been agreed to by Plaintiff and Defendant
14 based on the aggregation of the agreed-upon settlement value of individual claims in the Action.
15 In no event will Defendant be liable for more than the Final Gross Settlement Amount. The Final
16 Gross Settlement Amount includes employee payroll taxes. However, Defendant shall pay the
17 employer’s portion of payroll taxes on all wage allocation in addition to the Final Gross Settlement
18 Amount. There will be no reversion of the Final Gross Settlement Amount to Defendant..

19 14. “Individual Settlement Payment” means each Qualified Class Members’ share of
20 the Net Class Settlement Amount and Net PAGA Settlement Amount.

21 15. “LWDA Payment” means the amount that the Parties have agreed to pay to the
22 LWDA in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
23 § 2698 *et seq.*) (“PAGA”) out of the PAGA Settlement Amount. The Parties have agreed that
24 Seventy-Six Thousand Dollars and Zero Cents (\$76,000.00) of the Final Gross Settlement Amount
25 will constitute the PAGA Settlement Amount and be remitted in consideration for the resolution of
26 PAGA Settlement Groups’ claims arising under PAGA during the PAGA Period. Per PAGA, 75%
27 (\$57,000.00) of the PAGA Settlement Amount will be distributed to the LWDA as a PAGA
28 payment.

1 16. “Net Class Settlement Amount” means the portion of the Net Settlement Amount
2 that will be automatically distributed to Qualified Class Members (*i.e.*, S&CS Settlement Class
3 Members and ER Settlement Class Members who do not opt-out of the Settlement). There will be
4 no reversion of the Net Class Settlement Amount to Defendant if any funds cannot be distributed.

5 17. “Net PAGA Settlement Amount” refers to the 25% portion of the PAGA Settlement
6 Amount available for distribution to the PAGA Settlement Groups. The Net PAGA Settlement
7 Amount will be automatically distributed to all PAGA Settlement Groups per the methodologies in
8 this Settlement, even if they opt out of the class portion of the Settlement. There will be no
9 reversion of the Net PAGA Settlement Amount to Defendant if any funds cannot be distributed.

10 18. “Net Settlement Amount” means the portion of the Final Gross Settlement Amount
11 remaining after deducting the Attorneys’ Fees and Costs, the Class/PAGA Representative
12 Enhancement Payment, the LWDA Payment, and Settlement Administration Costs. There will be
13 no reversion of the Net Settlement Amount to Defendant if any funds cannot be distributed.

14 19. “Notice of Objection” means a Class Member’s valid and timely written objection
15 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the
16 objector’s full name, signature, address, and telephone number, (ii) a written statement of all
17 grounds for the objection accompanied by any legal support for such objection, and (iii) copies of
18 any papers, briefs, or other documents upon which the objection is based, if any documents are a
19 basis of the objection.

20 20. “Notice Packet” or “Class Notice” means the Notice of Class Action Settlement,
21 substantially in the format attached as **Exhibit A**.

22 21. “PAGA Claims” means the claims for the imposition of civil penalties pursuant to
23 the PAGA arising out of alleged violations of the California Labor Code and/or wage orders as
24 outlined in the Released Claims by the PAGA Settlement Groups.

25 22. “PAGA Settlement Amount” means the amount the Parties have agreed to allocate
26 to the resolution of PAGA Claims during the PAGA Period. The Parties have agreed that Seventy-
27 Six Thousand Dollars and Zero Cents (\$76,000.00) of the Final Gross Settlement Amount will
28 constitute the PAGA Settlement Amount and be remitted in consideration for the resolution of the

aggrieved employees' claims arising under PAGA during the PAGA Period. The PAGA Settlement Amount is allocated as follows: Sixty-Four Thousand Dollars and Zero Cents (\$64,000.00) attributed to the S&CS PAGA Settlement Group, of which 75% (\$48,000.00) will be distributed to the LWDA as a PAGA payment with the remaining 25% (\$16,000.00) distributed to S&CS PAGA Settlement Group Employees per PAGA ("S&CS PAGA Net Settlement Amount"), and Twelve Thousand Dollars and Zero Cents (\$12,000.00) attributed to the ER PAGA Settlement Group, of which 75% (\$9,000.00) will be distributed to the LWDA as a PAGA payment with the remaining 25% (\$3,000.00) distributed to ER PAGA Settlement Group Employees per PAGA ("ER PAGA Net Settlement Amount"). In the event that the Court requires additional amounts allocated to the resolution of PAGA Claims during the PAGA Period, the Parties have agreed to allocate up to \$100,000.00 of the Final Gross Settlement Amount to constitute the PAGA Settlement Amount while maintaining the current ratios between allocation of the PAGA Settlement Amount to the S&CS PAGA Settlement Group and ER PAGA Settlement Group.

23. "PAGA Settlement Groups" means the S&CS PAGA Settlement Group and ER PAGA Settlement Group.

24. "PAGA Period" means the time period from October 11, 2021, through the later of January 29, 2026 or the date of Preliminary Approval.

25. "Parties" means Plaintiff and Defendant, collectively.

26. "Plaintiff" or "Class Representative" means Amy Reece.

27. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

28. "Qualified Class Member(s)" means Qualified S&CS Settlement Class Member and Qualified ER Settlement Class Member.

29. "Qualified ER Settlement Class Member(s)" means any individual in the ER Settlement Class who does not timely opt-out of the Class settlement pursuant to the procedures outlined in this Settlement.

30. "Qualified S&CS Settlement Class Member(s)" means any individual in the S&CS Settlement Class who does not timely opt-out of the Class settlement pursuant to procedures

1 outlined in this Settlement.

2 31. “Released Class Claims by Qualified S&CS Settlement Class Members” means all
3 claims that were alleged or reasonably could have been alleged based on the facts and allegations
4 in the Operative Complaint that are alleged to have occurred during the Class Period. This includes,
5 e.g., any and all claims for unpaid, minimum, regular, overtime, and/or double time wages
6 (California Labor Code [“Lab. Code”] §§ 510, 551, 552, 558, 558.1, 1182.12, 1194, 1194.2, 1197,
7 1197.1, 1198, and/or applicable Wage Order and the Federal Labor Standards Act, 29 U.S.C. §
8 206-207); failing to timely pay wages (Lab. Code §§ 201-204, and/or 210); failing to provide
9 compliant meal periods or meal period premiums (Lab. Code §§ 512, 226.7, and/or applicable
10 Wage Order); failing to provide compliant rest breaks or rest break premiums (Lab. Code § 226.7,
11 and/or applicable Wage Order); failing to provide compliant wage statements (Lab. Code §§ 226
12 and/or 226.3); improper sick pay and/or sick pay notice (Lab. Code §§ 246, subds. (i) and (l),
13 248.5); failing to keep accurate or furnish employment records (Lab. Code §§ 432, 432.5, 1174,
14 1174.5, and/or 1198.5); unlawful deductions (Lab. Code § 221); unlawful assignments (Lab. Code
15 § 300); failing to provide compliant commission agreement (Lab. Code § 2751); and unfair
16 competition or business practices (Bus. & Prof. Code § 17200 *et seq.*) for all periods of employment
17 in California of the S&CS Settlement Class during the Class Period.

18 32. “Released Class Claims by Qualified ER Settlement Class Members” means all
19 claims that were alleged or reasonably could have been alleged based on the facts and allegations
20 in the Operative Complaint that are alleged to have occurred during the Class Period. This includes,
21 e.g., any and all claims alleged for failure to reimburse all necessary business expenses (Lab. Code
22 §§ 2800 and/or 2802 and applicable Wage Order), and unfair competition or business practices
23 (Bus. & Prof. Code § 17200 *et seq.*) for all periods of employment in California of ER Settlement
24 Class during the Class Period.

25 33. “Released PAGA Claims by S&CS PAGA Settlement Group” means all claims for
26 PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts
27 and allegations in the Operative Complaint that are alleged to have occurred during the Class
28 Period. This includes, e.g., any and all claims alleged for unpaid minimum, regular, overtime,

1 and/or double time wages (Lab. Code §§ 510, 551, 552, 558, 558.1, 1182.12, 1194, 1194.2, 1197,
2 1197.1, 1198, and/or applicable Wage Order); failing to timely pay wages or vacation pay (Lab.
3 Code §§ 201-204, and/or 210); failing to provide compliant meal periods or meal period premiums
4 (Lab. Code §§ 512, 226.7, and/or applicable Wage Order); failing to provide compliant rest breaks
5 or rest break premiums (Lab. Code § 226.7, and/or applicable Wage Order); failing to provide
6 compliant wage statements (Lab. Code §§ 226 and/or 226.3); improper sick pay and/or sick pay
7 notice violating (Lab. Code § 246 subds. (i) and (l), and 248.5); failing to keep accurate or furnish
8 employment records (Lab. Code §§ 432, 432.5, 1174, 1174.5, and/or 1198.5); unlawful deductions
9 (Lab. Code § 221); unlawful assignments (Lab. Code § 300); and failing to provide compliant
10 commission agreement (Lab. Code § 2751) for all periods of employment in California of S&CS
11 PAGA Settlement Group during the PAGA Period.

12 34. “Released PAGA Claims by ER PAGA Settlement Group” means all claims for
13 PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts
14 and allegations in the Operative Complaint that are alleged to have occurred during the Class
15 Period. This includes, e.g., any and all claims for failure to reimburse all necessary business
16 expenses (Lab. Code §§ 2800 and/or 2802 and applicable Wage Order) for all periods of
17 employment of ER PAGA Settlement Group in California during the PAGA Period.

18 35. “Released Parties” means Defendant and its past and present direct or indirect
19 parents, subsidiaries, predecessors, successors, divisions, and affiliates and each of their respective
20 past and present officers, directors, employees, partners, members, owners, shareholders,
21 principals, agents, and any other assigns or legal representatives which could be jointly liable with
22 Defendant.

23 36. “Request for Exclusion” means a timely letter submitted by a Class Member
24 indicating a request to be excluded from the non-PAGA portion of the Settlement. The Request
25 for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the
26 social security number of the Class Member requesting exclusion; (ii) be signed by the Class
27 Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member
28 does not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the

Response Deadline.

37. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection, or workweek disputes. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

38. “Settlement Administration Costs” means the costs payable from the Final Gross Settlement Amount to the Settlement Administrator for administering the Settlement, including, but not limited to, printing, distributing, and tracking documents for the Settlement, tax reporting, distributing the Final Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Final Gross Settlement Amount.

39. “Settlement Administrator” or “Administrator” means the third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

40. “Settlement Classes” means the S&CS Settlement Class and ER Settlement Class.

41. “Sales & Customer Success Employee (“S&CS”) Settlement Class” means all current and former exempt employees of Defendant who worked in the State of California as commissioned sales or customer success employees who did not manage two or more other employees more than 50 percent of the time from October 24, 2018, through the later of January 29, 2026 or the date of Preliminary Approval.

42. “S&CS Settlement Class Member(s)” is any individual who is a member of the S&CS Settlement Class.

43. “S&CS PAGA Settlement Group” means all current and former exempt employees of Defendant who worked in the State of California in commissioned sales or customer success

roles who did not manage two or more other employees more than 50 percent of the time from October 11, 2021, through the later of January 29, 2026, or the date of Preliminary Approval. “ER PAGA Settlement Group” means all current and former employees of Defendant who worked in the State of California at any time from October 11, 2021, through the later of January 29, 2026, or the date of Preliminary Approval.

44. “Workweeks” means the number of weeks that each Class Member worked for Defendant during the Class Period or the PAGA Period. All Class Members will be credited with at least one workweek.

TERMS OF AGREEMENT

Plaintiff, on behalf of herself and the Settlement Classes and PAGA Settlement Groups, and Defendant agree as follows:

45. Funding of the Final Gross Settlement Amount. Defendant will issue payment in the amount of the Final Gross Settlement Amount of \$1,300,000.00, which includes the Initial Gross Settlement Amount of \$1,100,000.00, the *pro rata* increase through January 29, 2026 pursuant to section 61 of \$176,738.11, as well as an additional \$23,261.89 to file a Second Amended Complaint expressly adding claims under the Fair Labor Standards Act, 29 U.S.C. §§ 206 and 207, and a claim under Cal. Labor Code § 246(i), to the Settlement Administrator (and subject to section 61 if Class Period is extend later than January 29, 2026). The Final Gross Settlement Amount will be deposited into a Qualified Settlement Account to be established by the Settlement Administrator. After the Effective Date, the Final Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class/PAGA Representative Enhancement Payment; (iv) Attorneys’ Fees and Costs; and (v) Settlement Administration Costs. Defendant will issue payment in the amount of the Final Gross Settlement Amount within 15 calendar days of the Effective Date. Within 15 calendar days after the Effective Date and after Defendant receives the necessary calculations from the Settlement Administrator, Defendant will submit a payment for the employer’s portion of payroll taxes on all wage allocation in addition to the Final Gross Settlement Amount.

46. Attorneys’ Fees and Costs. Class Counsel will file a motion for Attorneys’ Fees and

1 Costs of not more than one-third of the Final Gross Settlement Amount (projected to be
2 \$433,333.33), plus the reimbursement of costs and expenses associated with Class Counsel's
3 litigation and settlement of the Action, not to exceed \$15,000.00, both of which will be paid from
4 the Final Gross Settlement Amount. These amounts satisfy all of the claims for attorneys' fees and
5 costs in the Action. A reduction in these amounts by the Court is not grounds to void the Settlement.
6 Defendant agrees not to oppose any application or motion consistent with this paragraph.

7 47. Class/PAGA Representative Enhancement Payment. In exchange for a general and
8 complete release, and in recognition of Plaintiff's effort and work in prosecuting the Action on
9 behalf of Class Members, Defendant agrees not to oppose any application or motion for a
10 Class/PAGA Representative Enhancement Payment of up to \$15,000.00. A reduction in this
11 amount by the Court is not grounds to void the Settlement. The Class/PAGA Representative
12 Enhancement Payment will be paid from the Final Gross Settlement Amount and will be in addition
13 to any Individual Settlement Payment Plaintiff may be entitled to pursuant to the Settlement.
14 Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the
15 Class/PAGA Representative Enhancement Payment.

16 48. Settlement Administration Costs. The Settlement Administrator will be paid for the
17 reasonable costs of administration of the Settlement and distribution of payments from the Final
18 Gross Settlement Amount, which shall not exceed \$15,000.00. These costs, which will be paid
19 from the Final Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the
20 Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice
21 Packets, calculating and distributing the Final Gross Settlement Amount, establishing and
22 maintaining a settlement website in the manner described below and providing necessary reports
23 and declarations.

24 49. PAGA Settlement Amount and Distribution. Subject to Court approval, the Parties
25 agree that the amount of \$76,000.00 from the Final Gross Settlement Amount will be designated
26 for satisfaction of civil penalties arising out of the PAGA Claims by PAGA Settlement Groups
27 during the PAGA Period. Per PAGA, Seventy-Five Percent (75%), or \$57,000.00, of this sum will
28 be paid to the LWDA and Twenty-Five Percent (25%), or \$19,000.00, will constitute the Net PAGA

Settlement Amount and will be paid to PAGA Settlement Groups (regardless of whether they object to or are excluded from the non-PAGA portion of the Settlement) as part of their Individual Settlement Payment as follows:

(a) The Settlement Administrator will calculate the total number of pay periods worked by each member of the S&CS PAGA Settlement Group during the PAGA Period, total number of pay periods worked by each member of the ER PAGA Settlement Group during the PAGA Period, aggregate total number of pay periods worked by the S&CS PAGA Settlement Group during the PAGA Period, and aggregate total number of pay periods worked by ER PAGA Settlement Group during the PAGA Period.

(b) To determine each S&CS PAGA Settlement Group member's share of the Net PAGA Settlement Amount, the Settlement Administrator will use the following formula: The S&CS PAGA Net Settlement Amount will be divided by the aggregate total number of pay periods worked by S&CS PAGA Settlement Group during the PAGA Period and then multiplied by each S&CS PAGA Settlement Group member's pay periods during the PAGA Period.

(c) To determine each ER PAGA Settlement Group member's share of the Net PAGA Settlement Amount, the Settlement Administrator will use the following formula: The ER PAGA Net Settlement Amount will be divided by the aggregate total number of pay periods worked by ER PAGA Settlement Group during the PAGA Period and then multiplied by each ER PAGA Settlement Group member's pay periods during the PAGA Period.

50. Net Class Settlement Amount. The entire Net Class Settlement Amount will be distributed to Qualified Class Members as set forth below. No portion of the Net Class Settlement Amount will revert or be retained by Defendant.

51. Net Class Settlement Amount Distribution. The Net Class Settlement Amount of each Qualified Class Members' Individual Settlement Payments will be based on the number of Workweeks each Qualified Class Member worked during the Class Period. Calculations of Individual Settlement Payments will be made as follows:

51.1 S&CS Settlement Class:

(a) The Settlement Administrator will calculate the total number of

1 Workweeks worked by each S&CS Settlement Class Member during the Class Period and the
2 aggregate total number of Workweeks worked by all S&CS Settlement Class Members and all
3 Class Members during the Class Period.

4 (b) To determine each S&CS Settlement Class Member's share of the
5 Net Class Settlement Amount, the Settlement Administrator will use the following formula: The
6 Net Class Settlement Amount less Twenty-Seven Thousand Eight Hundred Fifty Six Dollars and
7 Ten Cents (\$27,856.10) for the ER Settlement Class will be divided by the aggregate total number
8 of Workweeks worked by all Class Members during the Class Period, resulting in the "Workweek
9 Value".

10 (c) Each S&CS Settlement Class Member's share of the Net Class
11 Settlement Amount will be calculated by multiplying each individual S&CS Settlement Class
12 Member's total number of Workweeks during the Class Period by the Workweek Value. The
13 Individual Settlement Payment will be reduced by any required deductions for each S&CS
14 Settlement Class Member as specifically set forth herein, including employee-side tax withholdings
15 or deductions.

16 51.2 ER Settlement Class:

17 (a) The Settlement Administrator will calculate the total number of
18 Workweeks worked by each ER Settlement Class Member during the Class Period and the
19 aggregate total number of Workweeks worked by all ER Settlement Class Members and all Class
20 Members during the Class Period.

21 (b) To determine each ER Settlement Class Member's share of the Net
22 Class Settlement Amount, the Settlement Administrator will use the following formula: Twenty-
23 Seven Thousand Eight Hundred and Fifty-Six Dollars and Ten Cents (\$27,856.10) of the Net Class
24 Settlement Amount will be divided by the aggregate total number of Workweeks worked by all
25 Class Members during the Class Period, resulting in the "Workweek Value".

26 (c) Each ER Settlement Class Member's share of the Net Class
27 Settlement Amount will be calculated by multiplying each individual ER Settlement Class
28 Member's total number of Workweeks during the Class Period by the Workweek Value. The

Individual Settlement Payment will be reduced by any required deductions for each ER Settlement Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.

51.3 The entire Net Class Settlement Amount will be disbursed to Qualified Class Members as set forth above.

52. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Qualified Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any member of the Settlement Classes may be eligible. It is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any member of the Settlement Classes may be entitled under any benefit plans.

53. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

54. Delivery of the Class List. Within fifteen (15) business days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

55. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing address identified in the Class List as updated by the process in Paragraph 56 below.

56. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or

1 social security number of the Class Member involved and will then perform a single re-mailing.
2 Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request,
3 will have between the later of (i) an additional fifteen (15) calendar days or (ii) the Response
4 Deadline to submit a Request for Exclusion or an objection to the Settlement.

5 57. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
6 Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the
7 Settlement's principal terms; (iii) the definition of the Settlement Classes; (iv) the total number of
8 Workweeks each Class Member worked for Defendant during the Class Period; (v) the total number
9 of pay periods each member of the PAGA Settlement Groups worked for Defendant during the
10 PAGA Period; (vi) each Class Member's estimated Individual Settlement Payment and the
11 formulas for calculating Individual Settlement Payments; (vii) the dates which comprise the Class
12 Period and PAGA Period; (viii) instructions on how to submit Requests for Exclusion, Notices of
13 Objection or Workweek disputes; (ix) the deadlines by which the Class Member must postmark or
14 fax Request for Exclusions, Notices of Objection or Workweek disputes; and (x) the claims to be
15 released

16 58. Disputed Information on Notice Packets. Class Members will have sixty (60)
17 calendar days from the mailing of their Notice Packets to submit their objection to Settlement to
18 the Settlement Administrator. The Settlement Administrator shall email a copy of any such
19 objection to the Parties' counsels and Settlement Class Counsel shall lodge a copy of the objection
20 with the Court, or to indicate their decision to opt out of the Settlement Classes or to dispute the
21 number of Workweeks. To the extent Class Members dispute their employment dates or the
22 number of Workweeks on record, Defendant's records shall presumptively control.

23 59. Defective Submissions. If a Class Member's Request for Exclusion is defective as
24 to the requirements listed herein, that Class Member will be given an opportunity to cure the
25 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
26 business days of receiving the defective submission to advise the Class Member that his or her
27 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
28 The Class Member will have until the later of (i) Response Deadline or (ii) fifteen (15) calendar

1 days from the date of the cure letter, which ever date is later, to postmark or fax a revised Request
2 for Exclusion. If the revised Request for Exclusion is not postmarked or received within that period,
3 it will be deemed untimely.

4 60. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
5 Class portion of the Settlement Agreement (*i.e.*, to not waive individual claims for relief
6 encompassed by the Released Class Claims by S&CS Settlement Class Member and Released Class
7 Claims by ER Settlement Class Member and not receive a portion of the Net Class Settlement
8 Amount) must sign and facsimile or postmark written Request for Exclusion to the Settlement
9 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed
10 to the Settlement Administrator, the postmark date will be the exclusive means to determine
11 whether a Request for Exclusion has been timely submitted. Any Class Member who requests to
12 be excluded from the class settlement will not be entitled to any portion of the Net Class Settlement
13 Amount and will not be bound by the terms of the class settlement or have any right to object,
14 appeal, or comment thereon, although the PAGA settlement and release provisions applicable to
15 the PAGA Period will still apply to each such individual, and each such individual shall be entitled
16 to his or her pro rata share of the Net PAGA Settlement Amount.

17 61. Class Size. The Initial Gross Settlement Amount was calculated based on the
18 understanding that as of December 31, 2023, there were approximately 521 employees with 55,886
19 workweeks, with a breakdown of 105 S&CS Settlement Class Members with 10,875 workweeks
20 and 416 ER Settlement Class Members with 10,395 months, which equates to 45,011 workweeks.
21 In the event the final class list or total workweeks through the conclusion of the Class Period is
22 more than 9% larger than these numbers combined, at the option of Defendant, the Initial Gross
23 Settlement Amount shall increase pro rata with a 9% grace margin (*i.e.*, if the aggregate workweek
24 numbers increase by 10%, the Gross Class Settlement Amount shall increase by 1%), or the date
25 for determining the class membership ("Class Cut-Off") shall be adjusted as to limit the class size
26 to a maximum of no more than 9% of the estimated combined workweeks or class members
27 identified above. Defendant has elected to extend the class period through January 29, 2026. As of
28 this date, there are 551 employees with 69,895 total combined workweeks, with a breakdown of

1 126 S&CS Settlement Class Members with 16,181 total workweeks, and 425 ER Settlement Class
2 Members with 53,714 total workweeks.

3 62. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
4 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
5 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the
6 Released Class Claims by Qualified S&CS Settlement Class Members, the Released PAGA Claims
7 by S&CS PAGA Settlement Group the Released Class Claims by Qualified ER Settlement Class
8 Members, and the Released PAGA Claims by ER PAGA Settlement Group, as well as any
9 Judgment that may be entered by the Court if it grants final approval to the Settlement.

10 63. Fair Labor Standards Act ("FLSA") Opt-In. Class Members who choose to
11 participate in this Settlement by not opting out and cashing their checks (that will include language
12 to the effect that cashing the check will release their rights under the FLSA for any claims pled or
13 that could have reasonably been alleged based on the same set of operative facts as those pleaded
14 in the operative Complaint, any amended Complaints in the Actions or LWDA letters; *e.g.*, "By
15 cashing this check, I am opting into the settlement in *Amy Reece v. WalkMe, Inc.*, San Francisco
16 County Superior Court, Case No. CGC-22-602550, under the Fair Labor Standards Act, 29 U.S.C.
17 § 216(b), and releasing the released claims described in the Settlement Agreement"), will also be
18 deemed to have opted in for purposes of the FLSA, and their released claims will include a release
19 of the FLSA claims based on claims alleged, or that could have reasonably been alleged based on
20 the same set of operative facts as those pleaded in the operative Complaint or any amended
21 Complaints in the Action.

22 64. Challenges to Workweeks. Each Class Member shall have until the Response
23 Deadline (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to
24 challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class
25 Member in the Class Notice. The Class Member may challenge the allocation by communicating
26 with the Settlement Administrator via fax, email or mail. The Settlement Administrator must
27 encourage the challenging Class Member to submit supporting documentation. In the absence of
28 any contrary documentation, the Settlement Administrator is entitled to presume that the

1 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
2 Data. Absent evidence rebutting Defendant's records, Defendant's records will be presumed
3 determinative. However, if a Class Member produces evidence to the contrary by the Response
4 Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will
5 make the final decision as to the number of eligible Workweeks that should be applied and/or the
6 Individual Settlement Payment to which the Class Member may be entitled, in the event that
7 Defendant cannot make this determination themselves. If the Parties do not agree, the dispute will
8 be submitted to the Court. The Settlement Administrator shall promptly provide copies of all
9 challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel
10 and the Settlement Administrator's determination as to the challenges.

11 65. Objection Procedures. To object to the Settlement Agreement, a Class Member
12 must fax or postmark a valid Notice of Objection to the Settlement Administrator on or before the
13 Response Deadline. The Notice of Objection must be signed by the Class Member and contain all
14 information required by this Settlement Agreement. Notwithstanding the foregoing, any Class
15 Member may appear in person at the Final Approval Hearing to object to the Settlement, with or
16 without having submitted a written objection, and without providing prior notice of intent to appear.
17 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
18 Members to submit written objections to the Settlement Agreement or appeal from the Order and/or
19 Judgment. Class Counsel will not represent Class Members with respect to any such objections to
20 this Settlement. If a Class Member submits both a valid Request for Exclusion and a Notice of
21 Objection, the Notice of Objection shall be void and the Class Member will be deemed to have
22 opted out of membership as a Qualified Class Member.

23 66. Certification Reports Regarding Individual Settlement Payment Calculations. The
24 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
25 certifies the number of Class Members who have submitted valid Requests for Exclusion,
26 objections to the Settlement, and whether any Class Member has submitted a challenge to any
27 information contained in their Notice Packet. Additionally, the Settlement Administrator will
28 provide to counsel for both Parties any updated reports regarding the administration of the

1 Settlement Agreement as needed or requested.

2 67. Distribution Timing of Settlement Payments. Within twenty (20) calendar days of
3 the Effective Date, the Settlement Administrator will issue payments to: (i) Individual Settlement
4 Payments from the Net Class Settlement Amount to Qualified Class Members, (ii) the LWDA, (iii)
5 Individual Settlement Payments from the Net PAGA Settlement Amount to PAGA Settlement
6 Groups, (iv) Class/PAGA Representative Enhancement Payment to Plaintiff, and (v) Class
7 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
8 services performed in connection with the Settlement.

9 68. Un-cashed Settlement Checks. Funds represented by Individual Settlement
10 Payments returned as undeliverable and/or remaining un-cashed for more than one hundred eighty
11 (180) calendar days after issuance will be transmitted by the Administrator to the California
12 Controller's Unclaimed Property Fund in the name of the applicable Qualified Class Member
13 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
14 Procedure § 384(b).

15 69. Certification of Completion. Upon completion of administration of the Settlement,
16 the Settlement Administrator will provide a written declaration under oath to certify such
17 completion to the Court and counsel for all Parties. The Settlement Administrator will be solely
18 responsible for preparation of the declaration, and the Settlement Administrator's failure to comply
19 with this requirement will not affect the Settlement's validity.

20 70. Treatment of Individual Settlement Payments. The S&CS Net Settlement Class
21 Amount shall be allocated as: (i) 20% as wages for which IRS Forms W-2 will be issued, and (ii)
22 80% toward penalties and interest reported as such to each applicable Qualified Class Member on
23 an IRS Form W-2 and IRS Form 1099 MISC as applicable. The ER Net Settlement Class Amount
24 shall be allocated as follows: (i) 75% towards expense reimbursements, and (ii) 25% toward
25 penalties and reported as such to each applicable Qualified Class Member on an IRS Form 1099
26 MISC. Each PAGA Settlement Group member's PAGA payment will be allocated as non-wages
27 (for alleged interest and penalties) for which IRS Forms 1099-MISC will be issued.

28 71. Administration of Taxes by the Settlement Administrator. The Settlement

1 Administrator will be responsible for issuing to Plaintiff, Qualified Class Members, PAGA
2 Settlement Group members, and Class Counsel any W-2, 1099, or other tax forms as may be
3 required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator
4 will also be responsible for forwarding all payroll taxes and penalties to the appropriate government
5 authorities.

6 72. Tax Liability. Defendant makes no representation as to the tax treatment or legal
7 effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any
8 statement, representation, or calculation by Defendant or by the Settlement Administrator in this
9 regard.

10 73. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section,
11 the “acknowledging party” and each party to this agreement other than the acknowledging party,
12 an “other party”) acknowledges and agrees that (1) no provision of this agreement, and no written
13 communication or disclosure between or among the parties or their attorneys and other advisers, is
14 or was intended to be, nor will any such communication or disclosure constitute or be construed or
15 be relied upon as tax advice within the meaning of the United States Treasury Department circular
16 230 (31 CFR part 10, as amended), (2) the acknowledging party (a) has relied exclusively upon his,
17 her, or its own, independent legal and tax counsel for advice (including tax advice) in connection
18 with this agreement, (b) has not entered into this agreement based upon the recommendation of any
19 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
20 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
21 that may be imposed on the acknowledging party, and (3) no attorney or advisor to any other party
22 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
23 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
24 acknowledging party of the tax treatment or tax structure of any transaction, including any
25 transaction contemplated by this agreement.

26 74. No Prior Assignments. The Parties and their counsel represent, covenant, and
27 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
28 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,

1 action, cause of action or right herein released and discharged.

2 75. Nullification of Settlement Agreement. In the event that: (i) the Court does not
3 finally approve the Settlement as provided herein, or (ii) the Settlement does not become final for
4 any other reason, then this Settlement, and any documents generated to bring it into effect, will be
5 null and void. Any order or judgment entered by the Court in furtherance of this Settlement
6 Agreement will likewise be treated as void from the beginning. Furthermore, in the event that 7%
7 or more of the Class Members opt-out of the Settlement, or Class Members who represent more
8 than 7% of the aggregate Workweeks opt-out of the Settlement, then Defendant has in its sole
9 discretion the option to nullify the Settlement which shall thereafter be null and void. However,
10 Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding
11 this Agreement, but such a meet and confer shall not restrict Defendant's sole and absolute
12 discretion to rescind or void this Agreement. The amount of the Initial Gross Settlement Amount
13 and Final Gross Settlement Amount are deemed a material term and Defendant may revoke the
14 agreement if the Court insists on a change that increases the obligation of Defendant to pay an
15 amount in excess of the Final Gross Settlement Amount. In the event that Defendant exercises its
16 right to nullify the Settlement, Defendant shall be responsible for any and all costs incurred by the
17 Settlement Administrator to date as well as any filing fees incurred by Plaintiff for any preliminary
18 approval motions or other motions filed from the date of preliminary approval through the date
19 Defendant exercises its right to nullify. Changes requested by the Court to the allocation of funds
20 between PAGA and the remaining class claims, or changes in the amount of attorneys' fees and
21 costs or enhancement award to Plaintiff, or changes to the procedures accompanying the
22 administration of the Settlement will not form the basis for any party in the action to revoke this
23 Settlement.

24 76. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
25 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order
26 for: (i) conditional certification of the Settlement Class for settlement purposes only; (ii)
27 preliminary approval of the proposed Settlement Agreement; (iii) setting a date for a Final
28 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the

1 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
2 Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth
3 the terms of this Settlement, and will include the proposed Notice Packet, which will include both
4 the proposed Notice of Class Action Settlement Document, attached as **Exhibit A**. Class Counsel
5 will be responsible for drafting all documents necessary to obtain preliminary approval, but
6 Defendant shall be provided reasonable time (i.e., at least five business days) to review the drafts
7 prior to filing.

8 77. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
9 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
10 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
11 determine the Final Approval of the Settlement Agreement along with the amounts properly
12 payable for: (i) Attorneys' Fees and Costs; (ii) the Class/PAGA Representative Enhancement
13 Payment; (iii) Individual Settlement Payments; (iv) the LWDA Payment; and (v) all Settlement
14 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier
15 than fifteen (15) calendar days after the Response Deadline. Class Counsel will be responsible for
16 drafting all documents necessary to obtain final approval. Class Counsel will also be responsible
17 for drafting the attorneys' fees and costs application to be heard at the final approval hearing, but
18 Defendant's counsel shall be provided reasonable time (i.e., at least five business days) to review
19 and edit the drafts prior to filing.

20 78. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
21 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
22 to the Court for its approval. After entry of the Judgment, the Court will have continuing
23 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of
24 the Settlement; (ii) Settlement administration matters; and (iii) such post-Judgment matters as may
25 be appropriate under court rules or as set forth in this Settlement Agreement.

26 79. Release by Plaintiff. Upon the Effective Date, and subject to Defendant's full
27 payment of the Final Gross Settlement Amount, in addition to the claims being released by all
28 Qualified Class Members and PAGA Settlement Groups, Plaintiff will release and forever

1 discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims,
2 known and unknown, asserted and not asserted, arising out of or relating in any way to (i) Plaintiff's
3 application for employment with Defendant, employment with Defendant and/or the termination
4 of Defendant's employment from the Company; (b) any term or condition of Plaintiff's
5 employment with Defendant, including but not limited to any and all wages, compensation, salaries,
6 minimum wage, overtime, holiday pay, bonuses, commissions, pay, allowances, monies, meal and
7 rest period violations or premiums, off the clock work, expenses/reimbursements, wage statements,
8 employee benefits including but not limited to any benefits under company-sponsored retirement
9 plans, profit sharing plans, and health plans, sick/vacation pay, sick leave, severance pay, retention
10 pay, paid leave benefits, notification rights, any other wage and hour related claims, and any other
11 benefits, penalties, interest, damages, and promises related to the same except as specifically
12 provided for herein, and (c) any and all claims asserted in or that could have been asserted by
13 Plaintiff in the Action, Plaintiff's individual PAGA claims. Additionally, Plaintiff will release and
14 forever discharge the Defendant and its past and present, direct or indirect parents, subsidiaries,
15 predecessors, successors, divisions, and affiliates ("Company Released Parties"), to the fullest
16 extent permitted by law, of and from any and all claims, known and unknown, asserted and not
17 asserted which Plaintiff has or may have against such Company Released Parties based on facts
18 occurring as of or prior to the time Plaintiff executes this Settlement Agreement To the extent the
19 foregoing release is a release to which Section 1542 of the California Civil Code or similar
20 provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and
21 benefits conferred by the provisions of Section 1542 of the California Civil Code or similar
22 provisions of applicable law which are as follows: A general release does not extend to claims that
23 the creditor or releasing party does not know or suspect to exist in his or her favor at the time of
24 executing the release, and that, if known by him or her would have materially affected his or her
25 settlement with the debtor or released party.

26 80. Release by Qualified S&CS Settlement Class Members. Upon the Effective Date,
27 and subject to Defendant's full payment of the Final Gross Settlement Amount, Qualified S&CS
28

Settlement Class Members shall release the Released Parties from all Released Class Claims by Qualified S&CS Settlement Class Members.

81. Release by Qualified ER Settlement Class Member. Upon the Effective Date, and subject to Defendant's full payment of the Final Gross Settlement Amount, the Qualified ER Settlement Class Members shall release the Released Parties from all Released Class Claims by Qualified ER Settlement Class Members.

82. Release by PAGA Settlement Groups. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County (Dairy)*, 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 2011), subject to the occurrence of the Effective Date and Defendant's full payment of the Final Gross Settlement Amount, all S&CS PAGA Settlement Group and ER PAGA Settlement Group members, including those who exclude themselves from the Class, shall release the Released Parties from the Released PAGA Claims by S&CS PAGA Settlement Group and ER PAGA Settlement Group.

83. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

84. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties, and no Party is relying on any representation not contained in agreement.

85. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

86. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such

1 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
2 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
3 counsel will cooperate with each other and use their best efforts to effect the implementation of the
4 Settlement. If the Parties are unable to reach agreement on the form or content of any document
5 needed to implement the Settlement, or any supplemental provisions that may become necessary to
6 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
7 such disagreement.

8 87. Binding on Successors and Assigns. This Settlement Agreement will be binding
9 upon and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
10 defined.

11 88. California Law Governs. All substantive terms of this Settlement Agreement and
12 exhibits hereto will be governed by and interpreted according to the laws of the State of California,
13 except to the extent Federal law applies.

14 89. Execution and Counterparts. This Settlement Agreement is subject only to the
15 execution of all Parties. However, the Settlement Agreement may be executed in one or more
16 counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign),
17 facsimile, and scanned copies of the signature page, will be deemed to be one and the same
18 instrument.

19 90. Acknowledgement the Settlement Is Fair and Reasonable. The Parties believe this
20 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived
21 at this Settlement after arm's length negotiations with the assistance of an experience wage/hour
22 mediator and in the context of adversarial litigation, taking into account all relevant factors, present
23 and potential. The Parties further acknowledge that they are each represented by competent counsel
24 and that they have had an opportunity to consult with their counsel regarding the fairness and
25 reasonableness of this Settlement.

26 91. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
28 possible consistent with applicable precedents so as to define all provisions of this Settlement

1 Agreement as valid and enforceable.

2 92. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
3 class certification for purposes of this Settlement only; except, however, that Plaintiff or Class
4 Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
5 from the Court, and either party may file an appeal or cross-appeal as to any court order that
6 materially alters the Settlement Agreement's terms.

7 93. Class Action Certification for Settlement Purposes Only. The Parties agree to
8 stipulate to class action certification for purposes of the Settlement only. If, for any reason, the
9 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
10 that certification for purposes of the Settlement is not an admission that class action certification is
11 proper under the standards applied to contested certification motions and that this Settlement
12 Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class
13 action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member or any other
14 person or entity, other than according to the Settlement's terms.

15 94. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
16 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
17 litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that
18 Defendant violated any federal, state, or local law; violated any regulations or guidelines
19 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
20 breached any contract; violated or breached any duty; engaged in any misrepresentation or
21 deception; or engaged in any other unlawful conduct with respect to its employees or anyone else.
22 Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
23 connected with it, will be construed as an admission or concession by Defendant of any such
24 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
25 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will
26 not be offered or received as evidence in any action or proceeding to establish any liability or
27 admission on the part of Defendant or to establish the existence of any condition constituting a
28 violation of, or a non-compliance with, federal, state, local or other applicable law.

1 95. Injunction Against Duplicative Claims. Upon Preliminary Approval of the
2 Settlement Agreement, all Class Members shall be enjoined from filing, joining, or becoming a
3 party, member or representative in any actions, claims, complaints, or proceedings in any state or
4 federal court on an individual, representative, collective or class action basis regarding any of the
5 Released Claims by Qualified S&CS Settlement Class Members or Released Claims by Qualified
6 ER Settlement Class Members defined herein above any related pending actions, claims,
7 complaints, or proceedings in any state or federal court, shall be stayed until the Class Members
8 have had an opportunity to decide to participate, object or file a request for exclusion from this
9 Settlement.

10 96. No Public Comment. Following the filing of the Motion for Preliminary Approval,
11 the Parties understand and agree that there may be media coverage of the Settlement not initiated
12 by Plaintiff or Defendant, directly or indirectly, as a result of the public filings. Notwithstanding
13 the foregoing, Plaintiff, Defendant, and their respective counsel agree that no Party shall issue any
14 press release to the news media, nor shall any Party disclose any information regarding this
15 settlement in their marketing materials or firm websites, nor shall any Party communicate in any
16 way with news media concerning the settlement of the Class Action. Notwithstanding the
17 foregoing, this provision shall not prohibit Class Counsel from making a general reference in its
18 marketing materials or on its firm website that does not specifically identify Defendant such as
19 “Successfully represented Commissioned Sales Employees in class action against their former
20 employer for wage and hour and other violations based on their misclassification as exempt
21 employees” or similar words to that effect. Additionally, this provision shall not apply to or limit
22 the public filing of motions or other case materials in the Class Action or to the LWDA related to
23 seeking and obtaining Court approval of the proposed Settlement Agreement, the fees and costs of
24 Class Counsel, the Class/PAGA Representative Enhancement Payment to the Class Representative,
25 and the other relief set forth in this Settlement Agreement. This provision shall not prohibit Class
26 Counsel from listing this Action by name in support of motions for appointments as class counsel,
27 certification, attorneys’ fees and costs, or the like.

28 97. Encouragement of Class Members. The Parties to this Agreement and the counsel

1 representing such Parties shall not, directly or indirectly, through any person, encourage or solicit
2 any Class Member to exclude himself or herself from this Settlement (opt out) or to object to it.
3 However, Class Counsel and Defendant may respond to inquiries from Class Members. Class
4 Counsel and Defendant's counsel represent, through their signatures below, that they have not taken
5 any action prior to signing this Agreement that would encourage any Class Member to exclude
6 himself or herself from this Settlement, or to object to it. Class Counsel represents and warrants
7 that at the time of signing this Agreement, it has no clients or prospective clients who are potential
8 plaintiffs with potential or actual causes of action against Defendant.

9 98. Waiver. No waiver of any condition or covenant contained in this Settlement
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
11 to imply or constitute a further waiver by such Party of the same or any other condition, covenant,
12 right or remedy.

13 99. Enforcement of Actions. In the event that one or more of the Parties institutes any
14 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
15 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
16 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
17 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
18 enforcement actions.

19 100. Mutual Preparation. The Parties have had an opportunity to negotiate the terms and
20 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
21 construed more strictly against one party than another merely by virtue of the fact that it may have
22 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
23 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
24 Agreement.

25 101. Representation by Counsel. The Parties acknowledge that they have been
26 represented by counsel throughout all negotiations that preceded the execution of this Settlement
27 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
28 counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the

Settlement Agreement.

102. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement will be subject to final Court approval.

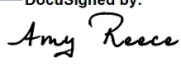
103. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. Both parties will cooperate in supporting arguments in favor of preliminary approval, drafting necessary documents to secure preliminary approval expeditiously, and taking all other reasonable steps to support court approval of the settlement.

104. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement and further intend that this Settlement Agreement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might apply under federal or state law.

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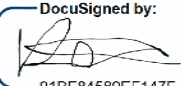
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Plaintiff Amy Reece

3 Dated: February , 2026
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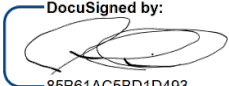
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BY: Dan Adika
ITS: CEO

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6 **AGREED AS TO FORM:**

7 Dated: February , 2026
8 2/20/2026

DocuSigned by:

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Daniel Valles
Kayla Rathjen
VALLES LAW, P.C.
Attorneys for Plaintiff Amy Reece

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11 Dated: February 20, 2026


Chad Greeson
Daniel XuLi
LITTLER MENDELSON, P.C.
Attorneys for Defendant WalkMe, Inc.

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EXHIBIT A



Superior Court of California of San Francisco County

Amy Reece v WalkMe, Inc.

Case No. CGC-22-602550

Notice of Class Action Settlement

Authorized by the Superior Court of San Francisco County

Do you or did you work for WalkMe, Inc. between October 24, 2018, and [the later of January 29, 2026 or preliminary approval]

There is a proposed settlement of a class action and representative lawsuit.

You may be a class member and entitled to money.

If you want to be part of the proposed settlement, you do not need to do anything.

If not, you need to opt out by [date].

Read This Notice.

If you worked for WalkMe, Inc. in California between October 24, 2018 and [the later of January 29, 2026 or preliminary approval], there is a settlement of a proposed class action and a Private Attorneys General Act ("PAGA") representative action. Your rights may be affected by the legal proceedings in this Lawsuit. You may also be entitled to receive a payment under the terms of the Settlement.

Important things to know:

- If you take no action, you will still be bound by the case, and your rights will be affected.
- You can learn more at: [website]

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About This Notice

Why did I get this notice?

This notice advises you of the proposed settlement of a class and PAGA representative action lawsuit titled *Amy Reece v. WalkMe, Inc.*, brought for people who worked for WalkMe, Inc. ("Defendant") in California between October 24, 2018, and [the later of January 29, 2026 or preliminary approval], in certain settlement classes discussed below.

You received this notice because Defendant's records indicate you are a member of the Settlement Classes.

This notice gives you a summary of the terms of the proposed agreement and explains your rights.

What are the Settlement Classes?

This settlement involves Sales and Customer Service ("S&CS") and Expense Reimbursement ("ER") Settlement Class (collectively, "Settlement Classes"). You may be a member of one or both.

S&CS Settlement Class is defined as follows: All current and former California employees who were employed by Defendant who worked as commissioned sales or customer success employees who did not manage two or more other employees more than 50 percent of the time and who were classified as exempt basis at any time between October 24, 2018, through [the later of January 29, 2026 or preliminary approval]

ER Settlement Class is defined as: All current and former California employees who worked for Defendant in the State of California at any time from October 24, 2018, through [the later of January 29, 2026 or preliminary approval].

What do I do next?

Options	What each option means:
1. Do Nothing and Participate in the Settlement	Subject to the Court's approval, you will automatically receive your full settlement payment from the Settlement Administrator, and in exchange you will release Defendant's from any of the claims covered by the settlement.
2. Opt-Out	You can opt-out of (or exclude yourself from) the class portion of the Settlement by sending the Administrator a written Request for Exclusion by [INSERT DATE]. If you wish to opt-out, please refer to the section entitled "Opt Out and Exclude Yourself from the Settlement" in this notice for more information. Please note: You <u>cannot</u> exclude yourself or "opt-out" of the PAGA portion of the Settlement.
3. Object	You can object to the settlement by submitting an objection to the Administrator by [INSERT DATE] . If you wish to object, please refer to the section entitled "Object to Settlement" in this notice for more information.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this case, the Court has appointed the following lawyers:

Your Lawyers: Daniel Valles and Kayla Rathjen of Valles Law, P.C. These are the lawyers who are bringing this case on your behalf. **You will not be charged for their services**, although their fees may be paid with the court's approval from any settlement that they negotiate for the class.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Learning About the Lawsuit

What is this lawsuit about?

Plaintiff Amy Reece ("Plaintiff") filed a lawsuit alleging Defendant violated various California wage and hour laws related to payment of wages, meal and rest periods, accurate wage statements, business expenses, unfair competition, and penalties pursuant to PAGA.

The Court has not ruled on the merits of Plaintiff's factual or legal allegations in the Lawsuit. Defendant denies the factual and legal allegations in the Lawsuit and believes it has complied with California law or has valid defenses. Defendant is not admitting liability or that any of Plaintiff's claims can proceed on a class or PAGA basis.

Where can I learn more?

You can get a complete copy of the key documents in this lawsuit by visiting:
[website]

Why is there a settlement in this lawsuit?

After considering the risks, expenses, and inconvenience of litigation, Defendant and Plaintiff have concluded that it is in their best interests and the interests of the Class Members to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached following arm's length mediations with a respected and experienced mediator after the Parties exchanged extensive information. By approving the Settlement and issuing this Notice, the Court is not suggesting which party would win or lose this case if it went to trial.

What happens next in this lawsuit?

The Court will hold a Fairness Hearing to decide whether to approve the proposed settlement as follows:

Where: San Francisco County Superior Court, 400 McAllister Street, Dept. 613, San Francisco, California 94102

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement because it affects your legal rights. Payments will only be made if the Court approves the settlement.

You do not have to attend the hearing, but you may do so at your own expense. You do not need to submit a written objection to appear at the Final Approval Hearing. If the Court does not approve the settlement or the parties decide to end it, it will not take effect and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [\[website\]](#).

About the Settlement

Key Settlement Terms

On [\[PA DATE\]](#), the Court certified the Settlement Classes for settlement purposes only. Those who do not opt out will be mailed Settlement checks, bound by the settlement, and release claims against Defendant.

Without admitting any wrongdoing, Defendant has agreed to pay \$1,300,000 to resolve all claims in the Lawsuit ("Gross Settlement Amount") as follows:

- 1) *Service Payment to Class Representative* – up to \$15,000. The Class Representative also will receive her individual share of the Settlement as a Class Member.
- 2) *Class Counsel's Attorneys' Fees and Costs* – \$448,333.33 comprised of (a) one third (1/3) of the Gross Settlement Amount for Class Counsel's attorneys' fees; and (b) \$15,000 for Class Counsel's costs.
- 3) *Settlement Administration Costs* – up to \$15,000.
- 4) *PAGA Penalties* - \$76,000 total with \$57,000 paid to the Labor and Workforce Development Agency and \$19,000 allocated to the PAGA Settlement Group Members with \$16,000 to the S&CS PAGA Settlement Group Members and \$3,000 to the ER PAGA Settlement Group Members.
- 5) *Settlement Payments to Class Members* – The Net Class Settlement Amount will total approximately \$745,666.67 and be allocated to Class

Members based weeks worked during the class period.

5(a) Settlement Payments to S&CS Settlement Class Members will be calculated and apportioned from the Net Settlement Amount, less \$27,856.10 for the ER Settlement Class Members, based on the number of workweeks in California during the Class Period.

5(b) Settlement Payments to ER Settlement Class Members will be calculated and apportioned from \$27,856.10 of the Net Settlement Amount based on the number of workweeks in California during the Class Period.

6) Wage Allocation and Taxes. Twenty percent (20%) of the Settlement Payment distributed will be considered and reported as wages (Form W-2 reporting). The remaining eighty percent (80%) will be considered and reported as interest and penalties (Form 1099 reporting).

7) Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of judgment.

The full terms of the release can be found [[Administrator's Website](#)].

How much will my payment be?

You are estimated to receive \$_____ (less applicable withholdings) for the class portion of the Settlement, and \$_____ for the PAGA portion of the Settlement.

The above estimates are based on Defendant's records showing that **you worked _____ workweeks during the Class Period (between October 24, 2018, and [the later of January 29, 2026 or preliminary approval], and you worked _____ workweeks during the PAGA Period (between October 11, 2021, to [the later of January 29, 2026 or preliminary approval]).**

If you disagree with the numbers above, you may submit evidence to the Settlement Administrator on or before [[INSERT DATE](#)], to establish the number of Workweeks you claim to have worked for WalkMe, Inc. in California during the relevant periods.

DO NOT SEND ORIGINALS AS DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Parties will evaluate the evidence you submit, however, Defendant's records shall presumptively control. If the Parties do not agree, the dispute will be submitted to the Court.

Settlement Options

What are my options?

1. Do Nothing and Participate in the Settlement

Under the Settlement, you will automatically receive a full settlement payment unless you exclude yourself from the class portion of the Settlement by following the exclusion procedure set forth below. If you disagree with the number of Workweeks credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting.

You will need to promptly cash your payment check when you receive it. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, the money will be sent to the Controller's Unclaimed Property Fund in your name and you would need to consult the rules of the fund for instructions on how to retrieve your money.

2. Opt Out from the Settlement

You may opt-out (exclude yourself) from the Class Settlement by sending the Settlement Administrator a "Request for Exclusion from the Class Claims in the Class Action Settlement" letter/card postmarked no later than, **[INSERT DATE]** with your full name, address, telephone number, last four digits of your social security number, and signature.

The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE

REECE V. WALKME, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], [FAX] postmarked (or, if sent by fax, transmitted and received), or emailed to: [settlement admin’s email address] no later than [INSERT DATE]. Any person who files a timely and valid Request for Exclusion from the Class Action Settlement: (1) will not have any rights under this Settlement with respect to the class portion of the Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the class portion of this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the class portion of the Settlement.

You cannot opt out of the PAGA portion of the settlement. You will still be bound by this Settlement with respect to the release of the PAGA Claims regardless of whether you opt out.

3. Object to Settlement

You have the right to object to the terms of the class portion of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

You may object by submitting a written objection. In order to assist with identifying you and your specific objection, the following information should be contained in your objections: (1) your full name, address, and telephone number, (2) the last four digits of your social security number, (3) your dates of employment with WalkMe, Inc., (4) the case name and number, (5) the name and address of your attorney(s) if you are represented, (6) your signature, and (7) each specific reason in support of your objection. You should also include any documentation or evidence in support of the objection, if any.

Objections must be in writing and sent to the Settlement Administrator, [ADDRESS], [FAX], [EMAIL] before the Fairness Hearing date [INSERT FAIRNESS HEARING DATE]. Objections that are not submitted timely, may not be considered by the Court.

If you object to the Settlement, you will remain a Class Member, and if

the Court approves the Settlement, you will be bound by the terms of the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

You need not object to the Settlement if you only dispute the number of Workweeks credited. Instead, you may submit evidence to the Settlement Administrator as described under the section of this notice entitled "How much will my payment be?"

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement agreement with all of its items can be found at the case website listed below.

To get a copy of the Settlement Agreement or to get answers to your questions:

- visit the case website at [website];
- email or call the settlement administrator (information below);
- contact the lawyers who represent the class (information below); or
- Access the Court's system at: <https://sf.courts.ca.gov/online-services/case-information> or by visiting the office of the Clerk for the San Francisco County Superior Court at the address below between 8:30 a.m. and 12:00 p.m., or 1:00 p.m. and 4:00 p.m., Monday through Friday (excluding Court holidays). To access the case file for this Lawsuit, go the website, click on "Access Now" under the "Civil Case Query" section to search for court records, and type in the Lawsuit Case Number CGC-22-602550.

Resource	Case Information
Case website	[website]
Class Administrator	CPT Group, Inc. [Street Address] [City, State, Zip Code] [Phone Number]
Your Lawyers	Daniel Valles (dan@valles.law) Kayla Rathjen (kayla@valles.law) Valles Law, P.C. 1230 Rosecrans Ave., Ste. 300 Manhattan Beach, CA 90266 Phone: (415) 234-0065