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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

15 vs.

16 WALKME, INC. a Delaware corporation, and
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. "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 Plaintiff, the

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

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

16 15. “LWDA Payment” means the amount that the Parties have agreed to pay to the
17 LWDA in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
18 § 2698 *et seq.*) (“PAGA”) out of the PAGA Settlement Amount. The Parties have agreed that
19 Seventy-Six Thousand Dollars and Zero Cents (\$76,000.00) of the Gross Settlement Amount will
20 constitute the PAGA Settlement Amount and be remitted in consideration for the resolution of
21 PAGA Settlement Groups’ claims arising under PAGA during the PAGA Period. Per PAGA, 75%
22 (\$57,000.00) of the PAGA Settlement Amount will be distributed to the LWDA as a PAGA
23 payment.

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

28 17. “Net PAGA Settlement Amount” refers to the 25% portion of the PAGA Settlement

1 Amount available for distribution to the PAGA Settlement Groups. The Net PAGA Settlement
2 Amount will be automatically distributed to all PAGA Settlement Groups per the methodologies in
3 this Settlement, even if they opt out of the class portion of the Settlement. There will be no
4 reversion of the Net PAGA Settlement Amount to Defendant if any funds cannot be distributed.

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

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

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

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

20 22. “PAGA Settlement Amount” means the amount the Parties have agreed to allocate
21 to the resolution of PAGA Claims during the PAGA Period. The Parties have agreed that Seventy-
22 Six Thousand Dollars and Zero Cents (\$76,000.00) of the Gross Settlement Amount will constitute
23 the PAGA Settlement Amount and be remitted in consideration for the resolution of the aggrieved
24 employees’ claims arising under PAGA during the PAGA Period. The PAGA Settlement Amount
25 is allocated as follows: Sixty-Four Thousand Dollars and Zero Cents (\$64,000.00) attributed to the
26 S&CS PAGA Settlement Group, of which 75% (\$48,000.00) will be distributed to the LWDA as a
27 PAGA payment with the remaining 25% (\$16,000.00) distributed to S&CS PAGA Settlement
28 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 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 outlined in this Settlement.

31. “Released Class Claims by Qualified S&CS Settlement Class Members” means all claims that were alleged or reasonably could have been alleged based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period. This includes, e.g., any and all claims for unpaid, minimum, regular, overtime, and/or double time wages

(California Labor Code [“Lab. Code”] §§ 510, 551, 552, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and/or applicable Wage Order and the Federal Labor Standards Act, 29 U.S.C. § 206-207); failing to timely pay wages (Lab. Code §§ 201-204, and/or 210); failing to provide compliant meal periods or meal period premiums (Lab. Code §§ 512, 226.7, and/or applicable Wage Order); failing to provide compliant rest breaks or rest break premiums (Lab. Code § 226.7, and/or applicable Wage Order); failing to provide compliant wage statements (Lab. Code §§ 226 and/or 226.3); improper sick pay and/or sick pay notice (Lab. Code §§ 246, subds. (i) and (l), 248.5); failing to keep accurate or furnish employment records (Lab. Code §§ 432, 432.5, 1174, 1174.5, and/or 1198.5); unlawful deductions (Lab. Code § 221); unlawful assignments (Lab. Code § 300); failing to provide compliant commission agreement (Lab. Code § 2751); and unfair competition or business practices (Bus. & Prof. Code § 17200 *et seq.*) for all periods of employment in California of the S&CS Settlement Class during the Class Period.

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

33. “Released PAGA Claims by S&CS PAGA Settlement Group” means all claims for PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period. This includes, e.g., any and all claims alleged for unpaid minimum, regular, overtime, and/or double time wages (Lab. Code §§ 510, 551, 552, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and/or applicable Wage Order); failing to timely pay wages or vacation pay (Lab. Code §§ 201-204, and/or 210); failing to provide compliant meal periods or meal period premiums (Lab. Code §§ 512, 226.7, and/or applicable Wage Order); failing to provide compliant rest breaks or rest break premiums (Lab. Code § 226.7, and/or applicable Wage Order); failing to provide

1 compliant wage statements (Lab. Code §§ 226 and/or 226.3); improper sick pay and/or sick pay
2 notice violating (Lab. Code § 246 subds. (i) and (l), and 248.5); failing to keep accurate or furnish
3 employment records (Lab. Code §§ 432, 432.5, 1174, 1174.5, and/or 1198.5); unlawful deductions
4 (Lab. Code § 221); unlawful assignments (Lab. Code § 300); and failing to provide compliant
5 commission agreement (Lab. Code § 2751) for all periods of employment in California of S&CS
6 PAGA Settlement Group during the PAGA Period.

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

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

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

25 37. “Response Deadline” means the deadline by which Class Members must postmark
26 or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection, or workweek
27 disputes. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
28 Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a

1 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on
2 which the U.S. Postal Service is open.

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

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

14 40. "Settlement Classes" means the S&CS Settlement Class and ER Settlement Class.

15 41. "Sales & Customer Success Employee ("S&CS") Settlement Class" means all
16 current and former exempt employees of Defendant who worked in the State of California as
17 commissioned sales or customer success employees who did not manage two or more other
18 employees more than 50 percent of the time from October 24, 2018, through the later of January
19 29, 2026 or the date of Preliminary Approval.

20 42. "S&CS Settlement Class Member(s)" is any individual who is a member of the
21 S&CS Settlement Class.

22 43. "S&CS PAGA Settlement Group" means all current and former exempt employees
23 of Defendant who worked in the State of California in commissioned sales or customer success
24 roles who did not manage two or more other employees more than 50 percent of the time from
25 October 11, 2021, through the later of January 29, 2026, or the date of Preliminary Approval.

26 44. "Workweeks" means the number of weeks that each Class Member worked for
27 Defendant during the Class Period or the PAGA Period. All Class Members will be credited with
28 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 Gross Settlement Amount. Defendant will issue payment in the amount of the final Gross Settlement Amount of \$1,300,000.00, which includes the *pro rata* increase pursuant to section 61 of \$176,738.11, for a final Gross Settlement Amount of \$1,264,337.87 to the Settlement Administrator (and subject to section 61 if Class Period is extend later than January 29, 2026), which will be deposited into a Qualified Settlement Account to be established by the Settlement Administrator. After the Effective Date, the 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 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 Gross Settlement Amount.

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

47. Class/PAGA Representative Enhancement Payment. In exchange for a general and complete release, and in recognition of Plaintiff's effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose any application or motion for a Class/PAGA Representative Enhancement Payment of up to \$15,000.00. A reduction in this amount by the Court is not grounds to void the Settlement. The Class/PAGA Representative

Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to any Individual Settlement Payment Plaintiff may be entitled to pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class/PAGA Representative Enhancement Payment.

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

49. PAGA Settlement Amount and Distribution. Subject to Court approval, the Parties agree that the amount of \$76,000.00 from the Gross Settlement Amount will be designated for satisfaction of civil penalties arising out of the PAGA Claims by PAGA Settlement Groups during the PAGA Period. Per PAGA, Seventy-Five Percent (75%), or \$57,000.00, of this sum will 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 Workweeks worked by each S&CS Settlement Class Member during the Class Period and the aggregate total number of Workweeks worked by all S&CS Settlement Class Members and all Class Members during the Class Period.

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

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

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

4 51.2 ER Settlement Class:

5 (a) The Settlement Administrator will calculate the total number of
6 Workweeks worked by each ER Settlement Class Member during the Class Period and the
7 aggregate total number of Workweeks worked by all ER Settlement Class Members and all Class
8 Members during the Class Period.

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

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

20 51.3 The entire Net Class Settlement Amount will be disbursed to Qualified Class
21 Members as set forth above.

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

28 53. Administration Process. The Parties agree to cooperate in the administration of the

1 settlement and to make all reasonable efforts to control and minimize the costs and expenses
2 incurred in administration of the Settlement.

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

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

9 56. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
10 Settlement Administrator will perform a search based on the National Change of Address Database
11 for information to update and correct for any known or identifiable address changes. Any Notice
12 Packets returned to the Settlement Administrator as non-deliverable on or before the Response
13 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
14 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice
15 Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt
16 to determine the correct address using a skip-trace, or other search using the name, address, and/or
17 social security number of the Class Member involved and will then perform a single re-mailing.
18 Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request,
19 will have between the later of (i) an additional fifteen (15) calendar days or (ii) the Response
20 Deadline to submit a Request for Exclusion or an objection to the Settlement.

21 57. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
22 Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the
23 Settlement's principal terms; (iii) the definition of the Settlement Classes; (iv) the total number of
24 Workweeks each Class Member worked for Defendant during the Class Period; (v) the total number
25 of pay periods each member of the PAGA Settlement Groups worked for Defendant during the
26 PAGA Period; (vi) each Class Member's estimated Individual Settlement Payment and the
27 formulas for calculating Individual Settlement Payments; (vii) the dates which comprise the Class
28 Period and PAGA Period; (viii) instructions on how to submit Requests for Exclusion, Notices of

1 Objection or Workweek disputes; (ix) the deadlines by which the Class Member must postmark or
2 fax Request for Exclusions, Notices of Objection or Workweek disputes; and (x) the claims to be
3 released

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

11 59. Defective Submissions. If a Class Member's Request for Exclusion is defective as
12 to the requirements listed herein, that Class Member will be given an opportunity to cure the
13 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
14 business days of receiving the defective submission to advise the Class Member that his or her
15 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
16 The Class Member will have until the later of (i) Response Deadline or (ii) fifteen (15) calendar
17 days from the date of the cure letter, which ever date is later, to postmark or fax a revised Request
18 for Exclusion. If the revised Request for Exclusion is not postmarked or received within that period,
19 it will be deemed untimely.

20 60. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
21 Class portion of the Settlement Agreement (*i.e.*, to not waive individual claims for relief
22 encompassed by the Released Class Claims by S&CS Settlement Class Member and Released Class
23 Claims by ER Settlement Class Member and not receive a portion of the Net Class Settlement
24 Amount) must sign and facsimile or postmark written Request for Exclusion to the Settlement
25 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed
26 to the Settlement Administrator, the postmark date will be the exclusive means to determine
27 whether a Request for Exclusion has been timely submitted. Any Class Member who requests to
28 be excluded from the class settlement will not be entitled to any portion of the Net Class Settlement

1 Amount and will not be bound by the terms of the class settlement or have any right to object,
2 appeal, or comment thereon, although the PAGA settlement and release provisions applicable to
3 the PAGA Period will still apply to each such individual, and each such individual shall be entitled
4 to his or her pro rata share of the Net PAGA Settlement Amount.

5 61. Class Size. The initial Gross Settlement Amount was calculated based on the
6 understanding that as of December 31, 2023, there were approximately 521 employees with 55,886
7 workweeks, with a breakdown of 105 S&CS Settlement Class Members with 10,875 workweeks
8 and 416 ER Settlement Class Members with 10,395 months, which equates to 45,011 workweeks.
9 In the event the final class list or total workweeks through the conclusion of the Class Period is
10 more than 9% larger than these numbers combined, at the option of Defendant, the Gross Settlement
11 Amount shall increase pro rata with a 9% grace margin (*i.e.*, if the aggregate workweek numbers
12 increase by 10%, the Gross Class Settlement Amount shall increase by 1%), or the date for
13 determining the class membership (“Class Cut-Off”) shall be adjusted as to limit the class size to a
14 maximum of no more than 9% of the estimated combined workweeks or class members identified
15 above. Defendant has elected to extend the class period through January 29, 2026. As of this date,
16 there are 551 employees with 69,895 total combined workweeks, with a breakdown of 126 S&CS
17 Settlement Class Members with 16,181 total workweeks, and 425 ER Settlement Class Members
18 with 53,714 total workweeks.

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

26 63. Fair Labor Standards Act (“FLSA”) Opt-In. Class Members who choose to
27 participate in this Settlement by not opting out and cashing their checks (that will include language
28 to the effect that cashing the check will release their rights under the FLSA for any claims pled or

1 that could have reasonably been alleged based on the same set of operative facts as those pleaded
2 in the operative Complaint, any amended Complaints in the Actions or LWDA letters; *e.g.*, “By
3 cashing this check, I am opting into the settlement in *Amy Reece v. WalkMe, Inc.*, San Francisco
4 County Superior Court, Case No. CGC-22-602550, under the Fair Labor Standards Act, 29 U.S.C.
5 § 216(b), and releasing the released claims described in the Settlement Agreement”), will also be
6 deemed to have opted in for purposes of the FLSA, and their released claims will include a release
7 of the FLSA claims based on claims alleged, or that could have reasonably been alleged based on
8 the same set of operative facts as those pleaded in the operative Complaint or any amended
9 Complaints in the Action.

10 64. Challenges to Workweeks. Each Class Member shall have until the Response
11 Deadline (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to
12 challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class
13 Member in the Class Notice. The Class Member may challenge the allocation by communicating
14 with the Settlement Administrator via fax, email or mail. The Settlement Administrator must
15 encourage the challenging Class Member to submit supporting documentation. In the absence of
16 any contrary documentation, the Settlement Administrator is entitled to presume that the
17 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
18 Data. Absent evidence rebutting Defendant’s records, Defendant’s records will be presumed
19 determinative. However, if a Class Member produces evidence to the contrary by the Response
20 Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will
21 make the final decision as to the number of eligible Workweeks that should be applied and/or the
22 Individual Settlement Payment to which the Class Member may be entitled, in the event that
23 Defendant cannot make this determination themselves. If the Parties do not agree, the dispute will
24 be submitted to the Court. The Settlement Administrator shall promptly provide copies of all
25 challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel
26 and the Settlement Administrator’s determination as to the challenges.

27 65. Objection Procedures. To object to the Settlement Agreement, a Class Member
28 must fax or postmark a valid Notice of Objection to the Settlement Administrator on or before the

1 Response Deadline. The Notice of Objection must be signed by the Class Member and contain all
2 information required by this Settlement Agreement. Notwithstanding the foregoing, any Class
3 Member may appear in person at the Final Approval Hearing to object to the Settlement, with or
4 without having submitted a written objection, and without providing prior notice of intent to appear.
5 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
6 Members to submit written objections to the Settlement Agreement or appeal from the Order and/or
7 Judgment. Class Counsel will not represent Class Members with respect to any such objections to
8 this Settlement. If a Class Member submits both a valid Request for Exclusion and a Notice of
9 Objection, the Notice of Objection shall be void and the Class Member will be deemed to have
10 opted out of membership as a Qualified Class Member.

11 66. Certification Reports Regarding Individual Settlement Payment Calculations. The
12 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
13 certifies the number of Class Members who have submitted valid Requests for Exclusion,
14 objections to the Settlement, and whether any Class Member has submitted a challenge to any
15 information contained in their Notice Packet. Additionally, the Settlement Administrator will
16 provide to counsel for both Parties any updated reports regarding the administration of the
17 Settlement Agreement as needed or requested.

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

25 68. Un-cashed Settlement Checks. Funds represented by Individual Settlement
26 Payments returned as undeliverable and/or remaining un-cashed for more than one hundred eighty
27 (180) calendar days after issuance will be transmitted by the Administrator to the California
28 Controller's Unclaimed Property Fund in the name of the applicable Qualified Class Member

1 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
2 Procedure § 384(b).

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

8 70. Treatment of Individual Settlement Payments. The S&CS Net Settlement Class
9 Amount shall be allocated as: (i) 20% as wages for which IRS Forms W-2 will be issued, and (ii)
10 80% toward penalties and interest reported as such to each applicable Qualified Class Member on
11 an IRS Form W-2 and IRS Form 1099 MISC as applicable. The ER Net Settlement Class Amount
12 shall be allocated as follows: (i) 75% towards expense reimbursements, and (ii) 25% toward
13 penalties and reported as such to each applicable Qualified Class Member on an IRS Form 1099
14 MISC. Each PAGA Settlement Group member's PAGA payment will be allocated as non-wages
15 (for alleged interest and penalties) for which IRS Forms 1099-MISC will be issued.

16 71. Administration of Taxes by the Settlement Administrator. The Settlement
17 Administrator will be responsible for issuing to Plaintiff, Qualified Class Members, PAGA
18 Settlement Group members, and Class Counsel any W-2, 1099, or other tax forms as may be
19 required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator
20 will also be responsible for forwarding all payroll taxes and penalties to the appropriate government
21 authorities.

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

26 73. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section,
27 the "acknowledging party" and each party to this agreement other than the acknowledging party,
28 an "other party") acknowledges and agrees that (1) no provision of this agreement, and no written

1 communication or disclosure between or among the parties or their attorneys and other advisers, is
2 or was intended to be, nor will any such communication or disclosure constitute or be construed or
3 be relied upon as tax advice within the meaning of the United States Treasury Department circular
4 230 (31 CFR part 10, as amended), (2) the acknowledging party (a) has relied exclusively upon his,
5 her, or its own, independent legal and tax counsel for advice (including tax advice) in connection
6 with this agreement, (b) has not entered into this agreement based upon the recommendation of any
7 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
8 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
9 that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other party
10 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
11 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
12 acknowledging party of the tax treatment or tax structure of any transaction, including any
13 transaction contemplated by this agreement.

14 74. No Prior Assignments. The Parties and their counsel represent, covenant, and
15 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
16 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
17 action, cause of action or right herein released and discharged.

18 75. Nullification of Settlement Agreement. In the event that: (i) the Court does not
19 finally approve the Settlement as provided herein, or (ii) the Settlement does not become final for
20 any other reason, then this Settlement, and any documents generated to bring it into effect, will be
21 null and void. Any order or judgment entered by the Court in furtherance of this Settlement
22 Agreement will likewise be treated as void from the beginning. Furthermore, in the event that 7%
23 or more of the Class Members opt-out of the Settlement, or Class Members who represent more
24 than 7% of the aggregate Workweeks opt-out of the Settlement, then Defendant has in its sole
25 discretion the option to nullify the Settlement which shall thereafter be null and void. However,
26 Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding
27 this Agreement, but such a meet and confer shall not restrict Defendant's sole and absolute
28 discretion to rescind or void this Agreement. The amount of the Gross Settlement Amount is

1 deemed a material term and Defendant may revoke the agreement if the Court insists on a change
2 that increases the obligation of Defendant to pay an amount in excess of the Gross Settlement
3 Amount. In the event that Defendant exercises its right to nullify the Settlement, Defendant shall
4 be responsible for any and all costs incurred by the Settlement Administrator to date as well as any
5 filing fees incurred by Plaintiff for any preliminary approval motions or other motions filed from
6 the date of preliminary approval through the date Defendant exercises its right to nullify. Changes
7 requested by the Court to the allocation of funds between PAGA and the remaining class claims,
8 or changes in the amount of attorneys' fees and costs or enhancement award to Plaintiff, or changes
9 to the procedures accompanying the administration of the Settlement will not form the basis for
10 any party in the action to revoke this Settlement.

11 76. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
12 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order
13 for: (i) conditional certification of the Settlement Class for settlement purposes only; (ii)
14 preliminary approval of the proposed Settlement Agreement; (iii) setting a date for a Final
15 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
16 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
17 Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth
18 the terms of this Settlement, and will include the proposed Notice Packet, which will include both
19 the proposed Notice of Class Action Settlement Document, attached as **Exhibit A**. Class Counsel
20 will be responsible for drafting all documents necessary to obtain preliminary approval, but
21 Defendant shall be provided reasonable time (i.e., at least five business days) to review the drafts
22 prior to filing.

23 77. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
24 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
25 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
26 determine the Final Approval of the Settlement Agreement along with the amounts properly
27 payable for: (i) Attorneys' Fees and Costs; (ii) the Class/PAGA Representative Enhancement
28 Payment; (iii) Individual Settlement Payments; (iv) the LWDA Payment; and (v) all Settlement

1 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier
2 than fifteen (15) calendar days after the Response Deadline. Class Counsel will be responsible for
3 drafting all documents necessary to obtain final approval. Class Counsel will also be responsible
4 for drafting the attorneys' fees and costs application to be heard at the final approval hearing, but
5 Defendant's counsel shall be provided reasonable time (*i.e.*, at least five business days) to review
6 and edit the drafts prior to filing.

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

13 79. Release by Plaintiff. Upon the Effective Date, and subject to Defendant's full
14 payment of the Gross Settlement Amount, in addition to the claims being released by all Qualified
15 Class Members and PAGA Settlement Groups, Plaintiff will release and forever discharge the
16 Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and
17 unknown, asserted and not asserted, arising out of or relating in any way to (i) Plaintiff's application
18 for employment with Defendant, employment with Defendant and/or the termination of
19 Defendant's employment from the Company; (b) any term or condition of Plaintiff's employment
20 with Defendant, including but not limited to any and all wages, compensation, salaries, minimum
21 wage, overtime, holiday pay, bonuses, commissions, pay, allowances, monies, meal and rest period
22 violations or premiums, off the clock work, expenses/reimbursements, wage statements, employee
23 benefits including but not limited to any benefits under company-sponsored retirement plans, profit
24 sharing plans, and health plans, sick/vacation pay, sick leave, severance pay, retention pay, paid
25 leave benefits, notification rights, any other wage and hour related claims, and any other benefits,
26 penalties, interest, damages, and promises related to the same except as specifically provided for
27 herein, and (c) any and all claims asserted in or that could have been asserted by SEIBERT in the
28 Action, Plaintiff's individual PAGA claims. Additionally, Plaintiff will release and forever

1 discharge the Defendant and its past and present, direct or indirect parents, subsidiaries,
2 predecessors, successors, divisions, and affiliates (“Company Released Parties”), to the fullest
3 extent permitted by law, of and from any and all claims, known and unknown, asserted and not
4 asserted which Plaintiff has or may have against such Company Released Parties based on facts
5 occurring as of or prior to the time Plaintiff executes this Settlement Agreement To the extent the
6 foregoing release is a release to which Section 1542 of the California Civil Code or similar
7 provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and
8 benefits conferred by the provisions of Section 1542 of the California Civil Code or similar
9 provisions of applicable law which are as follows: A general release does not extend to claims that
10 the creditor or releasing party does not know or suspect to exist in his or her favor at the time of
11 executing the release, and that, if known by him or her would have materially affected his or her
12 settlement with the debtor or released party.

13 80. Release by Qualified S&CS Settlement Class Members. Upon the Effective Date,
14 and subject to Defendant’s full payment of the Gross Settlement Amount, Qualified S&CS
15 Settlement Class Members shall release the Released Parties from all Released Class Claims by
16 Qualified S&CS Settlement Class Members.

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

21 82. Release by PAGA Settlement Groups. In light of the binding nature of a PAGA
22 judgment on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County*
23 (*Dairy*), 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at
24 *3 (C.D. Cal. Jan. 31, 2011), subject to the occurrence of the Effective Date and Defendant’s full
25 payment of the Gross Settlement Amount, all S&CS PAGA Settlement Group and ER PAGA
26 Settlement Group members, including those who exclude themselves from the Class, shall release
27 the Released Parties from the Released PAGA Claims by S&CS PAGA Settlement Group and ER
28 PAGA Settlement Group.

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

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

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

12 86. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
13 and represent they are expressly authorized by Parties whom they represent to negotiate this
14 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
15 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
16 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
17 counsel will cooperate with each other and use their best efforts to effect the implementation of the
18 Settlement. If the Parties are unable to reach agreement on the form or content of any document
19 needed to implement the Settlement, or any supplemental provisions that may become necessary to
20 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
21 such disagreement.

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

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

28 89. Execution and Counterparts. This Settlement Agreement is subject only to the

1 execution of all Parties. However, the Settlement Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign),
3 facsimile, and scanned copies of the signature page, will be deemed to be one and the same
4 instrument.

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

12 91. Invalidity of Any Provision. Before declaring any provision of this Settlement
13 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
14 possible consistent with applicable precedents so as to define all provisions of this Settlement
15 Agreement as valid and enforceable.

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

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

1 94. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
2 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
3 litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that
4 Defendant violated any federal, state, or local law; violated any regulations or guidelines
5 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
6 breached any contract; violated or breached any duty; engaged in any misrepresentation or
7 deception; or engaged in any other unlawful conduct with respect to its employees or anyone else.
8 Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
9 connected with it, will be construed as an admission or concession by Defendant of any such
10 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
11 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will
12 not be offered or received as evidence in any action or proceeding to establish any liability or
13 admission on the part of Defendant or to establish the existence of any condition constituting a
14 violation of, or a non-compliance with, federal, state, local or other applicable law.

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

24 96. No Public Comment. Following the filing of the Motion for Preliminary Approval,
25 the Parties understand and agree that there may be media coverage of the Settlement not initiated
26 by Plaintiff or Defendant, directly or indirectly, as a result of the public filings. Notwithstanding
27 the foregoing, Plaintiff, Defendant, and their respective counsel agree that no Party shall issue any
28 press release to the news media, nor shall any Party disclose any information regarding this

1 settlement in their marketing materials or firm websites, nor shall any Party communicate in any
2 way with news media concerning the settlement of the Class Action. Notwithstanding the
3 foregoing, this provision shall not prohibit Class Counsel from making a general reference in its
4 marketing materials or on its firm website that does not specifically identify Defendant such as
5 “Successfully represented Commissioned Sales Employees in class action against their former
6 employer for wage and hour and other violations based on their misclassification as exempt
7 employees” or similar words to that effect. Additionally, this provision shall not apply to or limit
8 the public filing of motions or other case materials in the Class Action or to the LWDA related to
9 seeking and obtaining Court approval of the proposed Settlement Agreement, the fees and costs of
10 Class Counsel, the Class/PAGA Representative Enhancement Payment to the Class Representative,
11 and the other relief set forth in this Settlement Agreement. This provision shall not prohibit Class
12 Counsel from listing this Action by name in support of motions for appointments as class counsel,
13 certification, attorneys’ fees and costs, or the like.

14 97. Encouragement of Class Members. The Parties to this Agreement and the counsel
15 representing such Parties shall not, directly or indirectly, through any person, encourage or solicit
16 any Class Member to exclude himself or herself from this Settlement (opt out) or to object to it.
17 However, Class Counsel and Defendant may respond to inquiries from Class Members. Class
18 Counsel and Defendant’s counsel represent, through their signatures below, that they have not taken
19 any action prior to signing this Agreement that would encourage any Class Member to exclude
20 himself or herself from this Settlement, or to object to it. Class Counsel represents and warrants
21 that at the time of signing this Agreement, it has no clients or prospective clients who are potential
22 plaintiffs with potential or actual causes of action against Defendant.

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

27 99. Enforcement of Actions. In the event that one or more of the Parties institutes any
28 legal action or other proceeding against any other Party or Parties to enforce the provisions of this

1 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
2 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
3 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
4 enforcement actions.

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

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

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

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

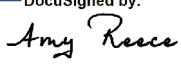
23 104. Binding Agreement. The Parties warrant that they understand and have full
24 authority to enter into this Settlement Agreement and further intend that this Settlement Agreement
25 will be fully enforceable and binding on all parties and agree that it will be admissible and subject
26 to disclosure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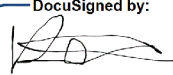
[SIGNATURES TO FOLLOW ON NEXT PAGE]

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2 Dated: January 28, 2026

DocuSigned by:

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Plaintiff Amy Reece

3
4 Dated: January 30, 2026

WALKME, INC.

DocuSigned by:

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BY: Dan Adika
ITS: CEO

7 **AGREED AS TO FORM:**

8 Dated: January 28, 2026


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

12 Dated: February 2, 2026


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

18 4930-4033-7803

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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