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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

**AMENDED 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

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

2. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action, and all Court approved costs incurred and to be incurred by Class Counsel in the Action, including but not limited to, costs associated with documenting the Settlement, providing any notices to governmental agencies required as part of the Settlement or Court Order, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts. Class Counsel will request attorneys’ fees not in excess of one third of the Gross Settlement Amount, or \$366,666.63. Class Counsel will request costs not in excess of \$15,000.00. Attorneys’ Fees and Costs shall be paid from the Gross Settlement Amount.

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

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

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

5 6. "Class Period" means the time period from October 24, 2018, through the date of
6 Preliminary Approval.

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

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

9 9. "Defendant" means WalkMe, Inc.

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

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

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

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

1 Costs to the Settlement Administrator. This Gross Settlement Amount has been agreed to by
2 Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual
3 claims in the Action. In no event will Defendant be liable for more than the Gross Settlement
4 Amount. The Gross Settlement Amount includes employee payroll taxes. However, Defendant
5 shall pay the employer's portion of payroll taxes on all wage allocation in addition to the Gross
6 Settlement Amount. There will be no reversion of the Gross Settlement Amount to Defendant.

7 14. "Individual Settlement Payment" means each Qualified Class Members' share of
8 the Net Class Settlement Amount and Net PAGA Settlement Amount.

9 15. "LWDA Payment" means the amount that the Parties have agreed to pay to the
10 LWDA in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
11 § 2698 *et seq.*) ("PAGA") out of the PAGA Settlement Amount. The Parties have agreed that
12 Seventy-Six Thousand Dollars and Zero Cents (\$76,000.00) of the Gross Settlement Amount will
13 constitute the PAGA Settlement Amount and be remitted in consideration for the resolution of
14 PAGA Settlement Groups' claims arising under PAGA during the PAGA Period. Per PAGA, 75%
15 (\$57,000.00) of the PAGA Settlement Amount will be distributed to the LWDA as a PAGA
16 payment.

17 16. "Net Class Settlement Amount" means the portion of the Net Settlement Amount
18 that will be automatically distributed to Qualified Class Members (*i.e.*, S&CS Settlement Class
19 Members and ER Settlement Class Members who do not opt-out of the Settlement). There will be
20 no reversion of the Net Class Settlement Amount to Defendant if any funds cannot be distributed.

21 17. "Net PAGA Settlement Amount" refers to the 25% portion of the PAGA Settlement
22 Amount available for distribution to the PAGA Settlement Groups. The Net PAGA Settlement
23 Amount will be automatically distributed to all PAGA Settlement Groups per the methodologies in
24 this Settlement, even if they opt out of the class portion of the Settlement. There will be no
25 reversion of the Net PAGA Settlement Amount to Defendant if any funds cannot be distributed.

26 18. "Net Settlement Amount" means the portion of the Gross Settlement Amount
27 remaining after deducting the Attorneys' Fees and Costs, the Class/PAGA Representative
28 Enhancement Payment, the LWDA Payment, and Settlement Administration Costs. There will be

1 no reversion of the Net Settlement Amount to Defendant if any funds cannot be distributed.

2 19. "Notice of Objection" means a Class Member's valid and timely written objection
3 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the
4 objector's full name, signature, address, and telephone number, (ii) a written statement of all
5 grounds for the objection accompanied by any legal support for such objection, and (iii) copies of
6 any papers, briefs, or other documents upon which the objection is based, if any documents are a
7 basis of the objection.

8 20. "Notice Packet" or "Class Notice" means the Notice of Class Action Settlement,
9 substantially in the format attached as **Exhibit A**.

10 21. "PAGA Claims" means the claims for the imposition of civil penalties pursuant to
11 the PAGA arising out of alleged violations of the California Labor Code and/or wage orders as
12 outlined in the Released Claims by the PAGA Settlement Groups.

13 22. "PAGA Settlement Amount" means the amount the Parties have agreed to allocate
14 to the resolution of PAGA Claims during the PAGA Period. The Parties have agreed that Seventy-
15 Six Thousand Dollars and Zero Cents (\$76,000.00) of the Gross Settlement Amount will constitute
16 the PAGA Settlement Amount and be remitted in consideration for the resolution of the aggrieved
17 employees' claims arising under PAGA during the PAGA Period. The PAGA Settlement Amount
18 is allocated as follows: Sixty-Four Thousand Dollars and Zero Cents (\$64,000.00) attributed to the
19 S&CS PAGA Settlement Group, of which 75% (\$48,000.00) will be distributed to the LWDA as a
20 PAGA payment with the remaining 25% (\$16,000.00) distributed to S&CS PAGA Settlement
21 Group Employees per PAGA ("S&CS PAGA Net Settlement Amount"), and Twelve Thousand
22 Dollars and Zero Cents (\$12,000.00) attributed to the ER PAGA Settlement Group, of which 75%
23 (\$9,000.00) will be distributed to the LWDA as a PAGA payment with the remaining 25%
24 (\$3,000.00) distributed to ER PAGA Settlement Group Employees per PAGA ("ER PAGA Net
25 Settlement Amount"). In the event that the Court requires additional amounts allocated to the
26 resolution of PAGA Claims during the PAGA Period, the Parties have agreed to allocate up to
27 \$100,000.00 of the Gross Settlement Amount to constitute the PAGA Settlement Amount while
28 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 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, rights, demands, liabilities, and causes of action arising from or reasonably related to 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, 1199, and/or applicable Wage Order); failing to timely pay wages or vacation pay (Lab. Code §§ 201-204, 210, and/or 227.3); 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); violating Health Families, Healthy Workplaces Act of 2014 regarding sick pay (Lab. Code § 245 *et seq.*); failing to keep accurate or furnish employment records (Lab. Code §§ 432, 432.5, 1174, 1174.5, 1175, and/or 1198.5); unlawful

1 deductions (Lab. Code § 221); unlawful assignments (Lab. Code § 300); failing to provide
2 compliant commission agreement (Lab. Code § 2751); and unfair competition or business practices
3 (Bus. & Prof. Code § 17200 *et seq.*), as well as any claims for injunctive relief, declaratory relief,
4 restitution, fraudulent business practices, punitive damages and claims under California common
5 law, the California Labor Code, the Fair Labor Standards Act (“FLSA”) predicated on any of the
6 above referenced violations, California Industrial Welfare Commission Wage Orders, and/or the
7 California Business and Professions Code that were alleged in the complaint(s) filed by Plaintiff in
8 the Action and the LWDA letters filed by Plaintiff or reasonably related to these issues for all
9 periods of employment in California of S&CS Settlement Class during the Class Period.

10 32. “Released Class Claims by Qualified ER Settlement Class Members” means all
11 claims, rights, demands, liabilities, and causes of action arising from or reasonably related to failure
12 to reimburse all necessary business expenses (Lab. Code §§ 2800 and/or 2802 and applicable Wage
13 Order), and unfair competition or business practices (Bus. & Prof. Code § 17200 *et seq.*), arising
14 from or reasonably related to a failure to reimburse all necessary business expenses, as well as any
15 claims that were alleged in the complaint(s) filed by Plaintiff in the Action and the LWDA letters
16 filed by Plaintiff or reasonably related to these claims for all periods of employment in California
17 of ER Settlement Class during the Class Period.

18 33. “Released PAGA Claims by S&CS PAGA Settlement Group” means all claims for
19 PAGA civil penalties arising from or reasonably related to claims for unpaid minimum, regular,
20 overtime, and/or double time wages (Lab. Code §§ 510, 551, 552, 558, 558.1, 1182.12, 1194,
21 1194.2, 1197, 1197.1, 1198, 1199, and/or applicable Wage Order); failing to timely pay wages or
22 vacation pay (Lab. Code §§ 201-204, 210, and/or 227.3); failing to provide compliant meal periods
23 or meal period premiums (Lab. Code §§ 512, 226.7, and/or applicable Wage Order); failing to
24 provide compliant rest breaks or rest break premiums (Lab. Code § 226.7, and/or applicable Wage
25 Order); failing to provide compliant wage statements (Lab. Code §§ 226 and/or 226.3); violating
26 Health Families, Healthy Workplaces Act of 2014 regarding sick pay (Lab. Code § 245 *et seq.*);
27 failing to keep accurate or furnish employment records (Lab. Code §§ 432, 432.5, 1174, 1174.5,
28 1175, and/or 1198.5); unlawful deductions (Lab. Code § 221); unlawful assignments (Lab. Code §

300); and failing to provide compliant commission agreement (Lab. Code § 2751), as well as any claims that were alleged in the complaint(s) filed by Plaintiff in the Action and the LWDA letters filed by Plaintiff or reasonably related to these issues for all periods of employment in California of S&CS PAGA Settlement Group during the PAGA Period.

34. “Released PAGA Claims by ER PAGA Settlement Group” means all claims for PAGA civil penalties arising from or reasonably related to claims for expense reimbursements, as well as any claims that were alleged in the complaint(s) filed by Plaintiff in the Action and the LWDA letters filed by Plaintiff or reasonably related to this issue for all periods of employment of ER PAGA Settlement Group in California during the PAGA Period.

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

36. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the non-PAGA portion of the Settlement. The Request for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the social security number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member 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 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 Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the 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 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 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:

1 45. Funding of the Gross Settlement Amount. Defendant will issue payment in the
2 amount of the Gross Settlement Amount of \$1,100,000.00 to the Settlement Administrator, which
3 will be deposited into a Qualified Settlement Account to be established by the Settlement
4 Administrator. After the Effective Date, the Gross Settlement Amount will be used for: (i)
5 Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class/PAGA Representative
6 Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs.
7 Defendant will issue payment in the amount of the Gross Settlement Amount within 15 calendar
8 days of the Effective Date. Within 15 calendar days after the Effective Date and after Defendant
9 receives the necessary calculations from the Settlement Administrator, Defendant will submit a
10 payment for the employer's portion of payroll taxes on all wage allocation in addition to the Gross
11 Settlement Amount.

12 46. Attorneys' Fees and Costs. Class Counsel will file a motion for Attorneys' Fees and
13 Costs of not more than one-third of the Gross Settlement Amount (projected to be \$366,666.63),
14 plus the reimbursement of costs and expenses associated with Class Counsel's litigation and
15 settlement of the Action, not to exceed \$15,000.00, both of which will be paid from the Gross
16 Settlement Amount. These amounts satisfy all of the claims for attorneys' fees and costs in the
17 Action. A reduction in these amounts by the Court is not grounds to void the Settlement. Defendant
18 agrees not to oppose any application or motion consistent with this paragraph.

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

28 48. Settlement Administration Costs. The Settlement Administrator will be paid for the

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

7 49. PAGA Settlement Amount and Distribution. Subject to Court approval, the Parties
8 agree that the amount of \$76,000.00 from the Gross Settlement Amount will be designated for
9 satisfaction of civil penalties arising out of the PAGA Claims by PAGA Settlement Groups during
10 the PAGA Period. Per PAGA, Seventy-Five Percent (75%), or \$57,000.00, of this sum will be paid
11 to the LWDA and Twenty-Five Percent (25%), or \$19,000.00, will constitute the Net PAGA
12 Settlement Amount and will be paid to PAGA Settlement Groups (regardless of whether they object
13 to or are excluded from the non-PAGA portion of the Settlement) as part of their Individual
14 Settlement Payment as follows:

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

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

26 (c) To determine each ER PAGA Settlement Group member's share of
27 the Net PAGA Settlement Amount, the Settlement Administrator will use the following formula:
28 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-Four Thousand Dollars and Zero Cents (\$24,000.00) 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 Individual Settlement Payment will be reduced by any required deductions for each S&CS Settlement Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.

51.2 ER Settlement Class:

(a) The Settlement Administrator will calculate the total number of Workweeks worked by each ER Settlement Class Member during the Class Period and the

1 aggregate total number of Workweeks worked by all ER Settlement Class Members and all Class
2 Members during the Class Period.

3 (b) To determine each ER Settlement Class Member's share of the Net
4 Class Settlement Amount, the Settlement Administrator will use the following formula: Twenty-
5 Four Thousand Dollars and Zero Cents (\$24,000.00) of the Net Class Settlement Amount will be
6 divided by the aggregate total number of Workweeks worked by all Class Members during the
7 Class Period, resulting in the "Workweek Value".

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

14 51.3 The entire Net Class Settlement Amount will be disbursed to Qualified Class
15 Members as set forth above.

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

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

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

27 55. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
28 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 social security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (i) an additional fifteen (15) calendar days or (ii) the Response Deadline to submit a Request for Exclusion or an objection to the Settlement.

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

58. Disputed Information on Notice Packets. Class Members will have sixty (60) calendar days from the mailing of their Notice Packets to submit their objection to Settlement to the Settlement Administrator. The Settlement Administrator shall email a copy of any such

1 objection to the Parties' counsels and Settlement Class Counsel shall lodge a copy of the objection
2 with the Court, or to indicate their decision to opt out of the Settlement Classes or to dispute the
3 number of Workweeks. To the extent Class Members dispute their employment dates or the
4 number of Workweeks on record, Defendant's records shall presumptively control.

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

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

27 61. Class Size. The Gross Settlement Amount was calculated based on the
28 understanding that as of December 31, 2023, there were approximately 521 employees with 21,270

workweeks, with a breakdown of 105 S&CS Settlement Class Members with 10,875 workweeks and 416 ER Settlement Class Members with 10,395 months, which equates to 45,011 workweeks. In the event the final class list or total workweeks through the conclusion of the Class Period is more than 9% larger than these numbers combined, at the option of Defendant, the Gross Settlement Amount shall increase pro rata with a 9% grace margin (*i.e.*, if the aggregate workweek numbers increase by 10%, the Gross Class Settlement Amount shall increase by 1%), or the date for determining the class membership (“Class Cut-Off”) shall be adjusted as to limit the class size to a maximum of no more than 9% of the estimated combined workweeks or class members identified above.

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

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

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

18 65. Objection Procedures. To object to the Settlement Agreement, a Class Member
19 must fax or postmark a valid Notice of Objection to the Settlement Administrator on or before the
20 Response Deadline. The Notice of Objection must be signed by the Class Member and contain all
21 information required by this Settlement Agreement. At no time will any of the Parties or their
22 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
23 Settlement Agreement or appeal from the Order and/or Judgment. Class Counsel will not represent
24 Class Members with respect to any such objections to this Settlement. If a Class Member submits
25 both a valid Request for Exclusion and a Notice of Objection, the Notice of Objection shall be void
26 and the Class Member will be deemed to have opted out of membership as a Qualified Class
27 Member.

28 66. Certification Reports Regarding Individual Settlement Payment Calculations. The

1 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
2 certifies the number of Class Members who have submitted valid Requests for Exclusion,
3 objections to the Settlement, and whether any Class Member has submitted a challenge to any
4 information contained in their Notice Packet. Additionally, the Settlement Administrator will
5 provide to counsel for both Parties any updated reports regarding the administration of the
6 Settlement Agreement as needed or requested.

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

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

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

25 70. Treatment of Individual Settlement Payments. The S&CS Net Settlement Class
26 Amount shall be allocated as: (i) 20% as wages for which IRS Forms W-2 will be issued, and (ii)
27 80% toward penalties and interest reported as such to each applicable Qualified Class Member on
28 an IRS Form W-2 and IRS Form 1099 MISC as applicable. The ER Net Settlement Class Amount

1 shall be allocated as follows: (i) 75% towards expense reimbursements, and (ii) 25% toward
2 penalties and reported as such to each applicable Qualified Class Member on an IRS Form 1099
3 MISC. Each PAGA Settlement Group member's PAGA payment will be allocated as non-wages
4 (for alleged interest and penalties) for which IRS Forms 1099-MISC will be issued.

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

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

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

1 acknowledging party of the tax treatment or tax structure of any transaction, including any
2 transaction contemplated by this agreement.

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

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

28 76. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to

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

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

78. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) Settlement administration matters; and (iii) such post-Judgment matters as

1 may be appropriate under court rules or as set forth in this Settlement Agreement.

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

1 settlement with the debtor or released party.

2 80. Release by Qualified S&CS Settlement Class Members. Upon the Effective Date,
3 and subject to Defendant's full payment of the Gross Settlement Amount, Qualified S&CS
4 Settlement Class Members shall release the Released Parties from all Released Class Claims by
5 Qualified S&CS Settlement Class Members.

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

10 82. Release by PAGA Settlement Groups. In light of the binding nature of a PAGA
11 judgment on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County*
12 (*Dairy*), 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at
13 *3 (C.D. Cal. Jan. 31, 2011), subject to the occurrence of the Effective Date and Defendant's full
14 payment of the Gross Settlement Amount, all S&CS PAGA Settlement Group and ER PAGA
15 Settlement Group members, including those who exclude themselves from the Class, shall release
16 the Released Parties from the Released PAGA Claims by S&CS PAGA Settlement Group and ER
17 PAGA Settlement Group.

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

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

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

1 86. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
2 and represent they are expressly authorized by Parties whom they represent to negotiate this
3 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
4 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
5 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
6 counsel will cooperate with each other and use their best efforts to effect the implementation of the
7 Settlement. If the Parties are unable to reach agreement on the form or content of any document
8 needed to implement the Settlement, or any supplemental provisions that may become necessary to
9 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
10 such disagreement.

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

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

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

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

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

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

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

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

1 not be offered or received as evidence in any action or proceeding to establish any liability or
2 admission on the part of Defendant or to establish the existence of any condition constituting a
3 violation of, or a non-compliance with, federal, state, local or other applicable law.

4 95. Injunction Against Duplicative Claims. Upon Preliminary Approval of the
5 Settlement Agreement, all Class Members shall be enjoined from filing, joining, or becoming a
6 party, member or representative in any actions, claims, complaints, or proceedings in any state or
7 federal court on an individual, representative, collective or class action basis, or with the California
8 Department of Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the
9 United States Department of Labor ("DOL"), or from initiating any other proceedings, regarding
10 any of the Released Claims by Qualified S&CS Settlement Class Members or Released Claims by
11 Qualified ER Settlement Class Members defined herein above any related pending actions, claims,
12 complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be stayed
13 until the Class Members have had an opportunity to decide to participate, object or file a request
14 for exclusion from this Settlement.

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

1 Class Counsel, the Class/PAGA Representative Enhancement Payment to the Class Representative,
2 and the other relief set forth in this Settlement Agreement. This provision shall not prohibit Class
3 Counsel from listing this Action by name in support of motions for appointments as class counsel,
4 certification, attorneys' fees and costs, or the like.

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

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

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

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

Agreement.

101. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of 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.

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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[SIGNATURES TO FOLLOW ON NEXT PAGE]

1 Dated: July , 2025
2 8/24/2025

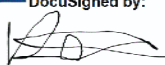
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Plaintiff Amy Reece

3 Dated: ~~July~~-----, 2025
4 August 15, 2025

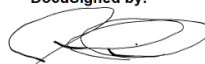
WALKME, INC.

DocuSigned by:

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5 BY: Dan Adika
6 ITS: CEO

7 **AGREED AS TO FORM:**

8 Dated: July , 2025
9 8/15/2025

DocuSigned by:

85D61AC5BD1B403...

10 Daniel Valles
11 Kayla Rathjen
12 VALLES LAW, P.C.
13 Attorneys for Plaintiff Amy Reece

14 Dated: ~~July~~-----, 2025
15 August 15, 2025



16 Chad Greeson
17 Daniel XuLi
18 LITTLER MENDELSON, P.C.
19 Attorneys for Defendant WalkMe, Inc.
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