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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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

Plaintiff,

vs.

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

Defendants.

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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7 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 Gross Settlement
17 Amount, or \$366,666.63. Class Counsel will request costs not in excess of \$30,000.00. Attorneys’
18 Fees and Costs shall be paid from the 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

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 Thirty
4 Thousand Dollars and Zero Cents (\$30,000.00).

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 24,302.41 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

1 PAGA Settlement Group and ER PAGA Settlement Group.

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

4 24. "PAGA Period" means the time period from October 11, 2021, through the date of
5 Preliminary Approval.

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

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

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

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

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

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

18 31. "Released Class Claims by Qualified S&CS Settlement Class Members" means all
19 claims, rights, demands, liabilities, and causes of action, arising from or related to unpaid wages
20 including but not limited to minimum, regular, overtime, and/or double time wages (including but
21 not limited to California Labor Code ["Lab. Code"] §§ 510, 551, 552, 558, 558.1, 1182.12, 1194,
22 1194.2, 1197, 1197.1, 1198, 1199, and/or applicable Wage Order); failing to timely pay wages or
23 vacation pay (including but not limited to Lab. Code §§ 201-204, 210, and/or 227.3); failing to
24 provide compliant meal periods or meal period premiums (including but not limited to Lab. Code
25 §§ 512, 226.7, and/or applicable Wage Order); failing to provide compliant rest breaks or rest break
26 premiums (including but not limited to Lab. Code § 226.7, and/or applicable Wage Order); failing
27 to provide compliant wage statements (including but not limited to Lab. Code §§ 226 and/or 226.3);
28 violating Health Families, Healthy Workplaces Act of 2014 regarding sick pay (including but not

limited to Lab. Code § 245 *et seq.*); failing to keep accurate or furnish employment records (including but not limited to Lab. Code §§ 432, 432.5, 1174, 1174.5, 1175, and/or 1198.5); unlawful deductions (including but not limited to Lab. Code § 221); unlawful assignments (including but not limited to Lab. Code § 300); failing to provide compliant commission agreement (including but not limited to Lab. Code § 2751); and unfair competition or business practices (including but not limited to Bus. & Prof. Code § 17200 *et seq.*), as well as any claims (including, but not limited to any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, punitive damages and claims under California common law, the California Labor Code including but not limited to the California Private Attorneys General Act (“PAGA”), the Fair Labor Standards Act (“FLSA”), California Industrial Welfare Commission Wage Orders, and/or the California Business and Professions Code) that were alleged in the complaint(s) filed by Plaintiff in the Action and the LWDA letters filed by Plaintiff or that could have been alleged based on the facts asserted in the complaint(s) filed by Plaintiff in the Action and LWDA letters filed by Plaintiff related to these issues, for all periods of employment in California of S&CS Settlement Class during the Class Period.

32. “Released Class Claims by Qualified ER Settlement Class Members” means all claims, rights, demands, liabilities, and causes of action arising from or related to failure to reimburse all necessary business expenses (including but not limited to Lab. Code §§ 2800 and/or 2802 and applicable Wage Order), and unfair competition or business practices (including but not limited to Bus. & Prof. Code § 17200 *et seq.*), 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 that could have been alleged based on the facts asserted in the complaint(s) filed by Plaintiff in the Action and the LWDA letters filed by Plaintiff related to these claims, 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 related in any way to unpaid wages including but not limited to minimum, regular, overtime, and/or double time wages (including but not limited to California Labor Code [“Lab. Code”] §§ 510, 551, 552, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199,

1 and/or applicable Wage Order); failing to timely pay wages or vacation pay (including but not
2 limited to Lab. Code §§ 201-204, 210, and/or 227.3); failing to provide compliant meal periods or
3 meal period premiums (including but not limited to Lab. Code §§ 512, 226.7, and/or applicable
4 Wage Order); failing to provide compliant rest breaks or rest break premiums (including but not
5 limited to Lab. Code § 226.7, and/or applicable Wage Order); failing to provide compliant wage
6 statements (including but not limited to Lab. Code §§ 226 and/or 226.3); violating Health Families,
7 Healthy Workplaces Act of 2014 regarding sick pay (including but not limited to Lab. Code § 245
8 *et seq.*); failing to keep accurate or furnish employment records (including but not limited to Lab.
9 Code §§ 432, 432.5, 1174, 1174.5, 1175, and/or 1198.5); unlawful deductions (including but not
10 limited to Lab. Code § 221); unlawful assignments (including but not limited to Lab. Code § 300);
11 and failing to provide compliant commission agreement (including but not limited to Lab. Code §
12 2751), as well as any claims that were alleged in the complaint(s) filed by Plaintiff in the Action
13 and the LWDA letters filed by Plaintiff or that could have been alleged based on the facts asserted
14 in the complaint(s) filed by Plaintiff in the Action and the LWDA letters filed by Plaintiff related
15 to these issues, for all periods of employment in California of S&CS PAGA Settlement Group
16 during the PAGA Period.

17 34. “Released PAGA Claims by ER PAGA Settlement Group” means all claims for
18 PAGA civil penalties related in any way to expense reimbursements, as well as any claims that
19 were alleged in the complaint(s) filed by Plaintiff in the Action and the LWDA letters filed by
20 Plaintiff or that could have been alleged based on the facts asserted in the complaint(s) filed by
21 Plaintiff in the Action and the LWDA letters filed by Plaintiff related to this issue, for all periods
22 of employment of ER PAGA Settlement Group in California during the PAGA Period.

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

28 36. “Request for Exclusion” means a timely letter submitted by a Class Member

1 indicating a request to be excluded from the non-PAGA portion of the Settlement. The Request
2 for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the
3 social security number of the Class Member requesting exclusion; (ii) be signed by the Class
4 Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member
5 does not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the
6 Response Deadline.

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

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

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

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

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

1 Approval.

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

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

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

11 **TERMS OF AGREEMENT**

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

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

25 46. Attorneys' Fees and Costs. Class Counsel will file a motion for Attorneys' Fees and
26 Costs of not more than one-third of the Gross Settlement Amount (projected to be \$366,666.63),
27 plus the reimbursement of costs and expenses associated with Class Counsel's litigation and
28 settlement of the Action, not to exceed \$30,000.00, both of which will be paid from the Gross

1 Settlement Amount. These amounts satisfy all of the claims for attorneys' fees and costs in the
2 Action. A reduction in these amounts by the Court is not grounds to void the Settlement. Defendant
3 agrees not to oppose any application or motion consistent with this paragraph.

4 47. Class/PAGA Representative Enhancement Payment. In exchange for a general and
5 complete release, and in recognition of Plaintiff's effort and work in prosecuting the Action on
6 behalf of Class Members, Defendant agrees not to oppose any application or motion for a
7 Class/PAGA Representative Enhancement Payment of up to \$30,000.00. A reduction in this
8 amount by the Court is not grounds to void the Settlement. The Class/PAGA Representative
9 Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to
10 any Individual Settlement Payment Plaintiff may be entitled to pursuant to the Settlement. Plaintiff
11 will be solely and legally responsible to pay any and all applicable taxes on the Class/PAGA
12 Representative Enhancement Payment.

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

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

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

1 periods worked by each member of the S&CS PAGA Settlement Group during the PAGA Period,
2 total number of pay periods worked by each member of the ER PAGA Settlement Group during
3 the PAGA Period, aggregate total number of pay periods worked by the S&CS PAGA Settlement
4 Group during the PAGA Period, and aggregate total number of pay periods worked by ER PAGA
5 Settlement Group during the PAGA Period.

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

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

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

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

23 51.1 S&CS Settlement Class:

24 (a) The Settlement Administrator will calculate the total number of
25 Workweeks worked by each S&CS Settlement Class Member during the Class Period and the
26 aggregate total number of Workweeks worked by all S&CS Settlement Class Members and all
27 Class Members during the Class Period.

28 (b) To determine each S&CS Settlement Class Member's share of the

1 Net Class Settlement Amount, the Settlement Administrator will use the following formula: The
2 Net Class Settlement Amount less Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) for
3 the ER Settlement Class will be divided by the aggregate total number of Workweeks worked by
4 all Class Members during the Class Period, resulting in the "Workweek Value".

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

11 51.2 ER Settlement Class:

12 (a) The Settlement Administrator will calculate the total number of
13 Workweeks worked by each ER Settlement Class Member during the Class Period and the
14 aggregate total number of Workweeks worked by all ER Settlement Class Members and all Class
15 Members during the Class Period.

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

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

27 51.3 The entire Net Class Settlement Amount will be disbursed to Qualified Class
28 Members as set forth above.

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

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

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

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

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

28 57. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice

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

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

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

27 60. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
28 Class portion of the Settlement Agreement (*i.e.*, to not waive individual claims for relief

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

12 61. Class Size. The Gross Settlement Amount was calculated based on the
13 understanding that as of December 31, 2023, there were approximately 521 employees with 21,270
14 workweeks, with a breakdown of 105 S&CS Settlement Class Members with 10,875 workweeks
15 and 416 ER Settlement Class Members with 10,395 workweeks. In the event the final class list or
16 total workweeks through the conclusion of the Class Period is more than 9% larger than these
17 numbers combined, at the option of Defendant, the Gross Settlement Amount shall increase pro
18 rata with a 9% grace margin (*i.e.*, if the aggregate workweek numbers increase by 10%, the Gross
19 Class Settlement Amount shall increase by 1%), or the date for determining the class membership
20 (“Class Cut-Off”) shall be adjusted as to limit the class size to a maximum of no more than 9% of
21 the estimated combined workweeks or class members identified above.

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

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

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

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

66. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payments returned as undeliverable and/or remaining un-cashed for more than one hundred eighty (180) calendar days after issuance will be transmitted by the Administrator to the California 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 67. 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 68. 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 69. 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
21 government authorities.

22 70. 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 71. 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 72. 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 73. 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 74. 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 75. 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 76. 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
11 of the Settlement; (ii) Settlement administration matters; and (iii) such post-Judgment matters as
12 may be appropriate under court rules or as set forth in this Settlement Agreement.

13 77. 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 78. 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 79. 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 80. 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 81. 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 82. 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 83. 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 84. 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 85. 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 86. 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 87. 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 88. 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 89. 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 90. 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 91. 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 92. 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 93. 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, or with the California
19 Department of Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the
20 United States Department of Labor ("DOL"), or from initiating any other proceedings, regarding
21 any of the Released Claims by Qualified S&CS Settlement Class Members or Released Claims by
22 Qualified ER Settlement Class Members defined herein above any related pending actions, claims,
23 complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be stayed
24 until the Class Members have had an opportunity to decide to participate, object or file a request
25 for exclusion from this Settlement.

26 94. No Public Comment. Following the filing of the Motion for Preliminary Approval,
27 the Parties understand and agree that there may be media coverage of the Settlement not initiated
28 by Plaintiff or Defendant, directly or indirectly, as a result of the public filings. Notwithstanding

1 the foregoing, Plaintiff, Defendant, and their respective counsel agree that no Party shall issue any
2 press release to the news media, nor shall any Party disclose any information regarding this
3 settlement in their marketing materials or firm websites, nor shall any Party communicate in any
4 way with news media concerning the settlement of the Class Action. Notwithstanding the
5 foregoing, this provision shall not prohibit Class Counsel from making a general reference in its
6 marketing materials or on its firm website that does not specifically identify Defendant such as
7 “Successfully represented Commissioned Sales Employees in class action against their former
8 employer for wage and hour and other violations based on their misclassification as exempt
9 employees” or similar words to that effect. Additionally, this provision shall not apply to or limit
10 the public filing of motions or other case materials in the Class Action or to the LWDA related to
11 seeking and obtaining Court approval of the proposed Settlement Agreement, the fees and costs of
12 Class Counsel, the Class/PAGA Representative Enhancement Payment to the Class Representative,
13 and the other relief set forth in this Settlement Agreement. This provision shall not prohibit Class
14 Counsel from listing this Action by name in support of motions for appointments as class counsel,
15 certification, attorneys’ fees and costs, or the like.

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

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

1 97. Enforcement of Actions. In the event that one or more of the Parties institutes any
2 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
3 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
4 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
5 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
6 enforcement actions.

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

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

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

20 101. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
21 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
22 this Settlement Agreement.

23 102. 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.
28

1 Dated: May 8, 2024

2 June 24, 2024

3 Dated: ~~May~~ _____, 2024

DocuSigned by:

Amy Reece

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Plaintiff Amy Reece

WALKME, INC.

DocuSigned by:

[Signature]

01BE84688EF147F...

BY: Dan Adika

ITS: CEO

6 **AGREED AS TO FORM:**

7 Dated: May 8, 2024

DocuSigned by:

[Signature]

85B61AC5BD1D493...

Daniel Valles

Kayla Rathjen

VALLES LAW, P.C.

Attorneys for Plaintiff Amy Reece

11 Dated: May _____, 2024

Chad Greeson

Daniel XuLi

LITTLER MENDELSON, P.C.

Attorneys for Defendant WalkMe, Inc.

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Dated: May , 2024

Plaintiff Amy Reece

Dated: May , 2024

WALKME, INC.

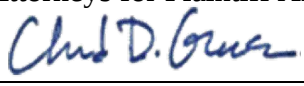
BY: Dan Adika
ITS: CEO

AGREED AS TO FORM:

Dated: May , 2024

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

Dated: ~~May~~ , 2024
June 24, 2024



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