

SETTLEMENT AGREEMENT

I. **Introduction.** This Settlement Agreement (“Agreement”) is hereby entered by and between Defendant Alliance Building Services, LLC (“Defendant”) and Plaintiffs Sarah Chasen and Shenequay Young (“Plaintiffs”), who are acting both individually and in their capacity as proposed class representatives for the Settlement Class defined herein in the case entitled *Chasen, et al. v. Alliance Building Services, LLC*, King County Superior Court, Case No. SEA (the “Case”).

II. **Recitals.**

A. **Class Certification.** For purposes of this Settlement only, Plaintiffs and Defendant (hereafter, the “Parties”) agree that this Case should be certified and adjudicated as a class action on behalf of the Settlement Class defined in Section III.B below.

B. **Investigations and Due Diligence.** The Parties have conducted informal and formal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have: (1) interviewed witnesses, including Defendant’s employees; (2) collected, reviewed, and analyzed extensive documents, timekeeping data, payroll data, and other information concerning the composition of the Settlement Class, the merits of Plaintiffs’ claims and Defendant’s defenses, and the potential damages; and (3) amply considered and analyzed their respective claims or defenses. The Parties have engaged in litigation in King County Superior Court. The Parties reach this settlement after extensive investigation, discovery, litigation, and negotiation.

C. **Mediated Settlement Negotiations.** The Parties engaged in mediation before experienced mediator Marc Cote (the “Mediator”) on August 1, 2024. In connection with the settlement negotiations at mediation and the continuing negotiations in the months that followed, the Parties ultimately executed a CR 2A agreement outlining the terms of the Settlement, dated July 31, 2024. All the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ mediation conference and the negotiations that followed, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate and reasonable, and that Plaintiffs believe is in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties. Once this Agreement is executed by all Parties, this Agreement shall supersede the CR 2A Agreement.

III. Agreements.

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that all claims in this Case are hereby compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties' Settlement is approved by the Superior Court, then the claims relating to unpaid wages which were explicitly asserted or could have been asserted based on the facts alleged in the lawsuit on behalf of the Settlement Class from January 21, 2021 through July 31, 2024 shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

A. No Admission of Fault. Defendant has denied and continues to deny each of the claims and contentions alleged by Plaintiffs on their own behalf and on behalf of any members of the proposed class alleged by Plaintiff in the Action. Defendant has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Action as a class action as if it were to proceed through litigation instead of settlement. Furthermore, Defendant has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Action. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever. Defendant expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then Defendant would have continued to vigorously defend against Plaintiff's claims, including seeking denial of full or partial class certification and a full defense verdict at trial. Defendant agrees to this Settlement solely to avoid the burden and expense of further litigation.

B. Definitions.

1. "Claims Period" means the period during which Class Members may submit claims, beginning on the date Notice is mailed and ending forty-five (45) calendar days thereafter.

2. "Class Counsel" means Shunt Tatavos-Gharajeh and Douglas Han of Justice Law Corporation, and Nolan Lim of Nolan Lim Law Firm, PS.

3. "Claim Form" means the document, substantially in the form attached as **Exhibit B**, Class Members must complete and postmark or fax by the Response Deadline (as defined below) to receive a proportional share of the Net Settlement Amount in the form of an Settlement Award.

4. "Claimants" means all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement.

5. “Effective Date” means the date that is three (3) calendar days after the Final Approval Order is entered if there were no objections to the settlement. If there were any objections to the settlement, “Effective Date” means the date that is the later of: (i) thirty-one (31) calendar days following the Superior Court’s entry of the Final Approval Order; or (ii) if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals, resulting in final judicial approval of the Settlement without modification.

6. “Final Approval Order” refers to an order by the Superior Court that grants final approval of the Settlement.

7. “Initial Mailing Date” means the date that the Settlement Administrator first mails the Notice approved by the Superior Court to all Settlement Class Members.

8. “Settlement Award” means each Claimant’s share of the Net Settlement Amount.

9. “Maximum Settlement Amount” means the maximum settlement amount of up to \$1,500,000 to be paid by Defendant in full satisfaction of all claims arising from the Action, which includes all Settlement Awards, Class Representative Enhancement Payment, Claims Administration Costs, and Attorneys’ Fees and Costs. The Maximum Settlement Amount has been agreed to by the Parties based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Maximum Settlement Amount aside from the Escalator Clause being triggered.

10. Net Settlement Amount. The Net Settlement Amount means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Service Payments, Claims Administration Costs, and Attorneys’ Fees and Costs. The Parties agree the amount distributed to the Claimants will equal at least sixty percent (60%) of the Net Settlement Amount. If the total Settlement Awards to the Claimants would equal less than sixty percent (60%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Settlement Award for each Claimant to ensure that total Settlement Awards equal sixty percent (60%) of the Net Settlement Amount. Any unclaimed amounts above sixty percent (60%) of the Net Settlement Amount will be the exclusive property of Defendant and will not be considered residual funds.

11. “Notice” means the notice of this Settlement which is attached hereto as **Exhibit A** and which the parties intend to be mailed to Settlement Class Members following the Superior Court’s entry of an order granting preliminary approval of the Settlement.

12. “Objection” means a written objection to the Settlement by a Qualified Class Member that is both filed with the Superior Court and mailed to counsel for the Parties, along with any supporting documentation that the person wishes the Court to consider, no later than forty-five (45) calendar days after the Initial Mailing Date.

13. Certification Reports Regarding Settlement Award Calculations. The Claims Administrator will provide the Parties' counsel a weekly report which certifies: (i) number of Class Members who have submitted Claim Forms; (ii) number of Claimants; (iii) number of Class Members who have submitted valid Requests for Exclusion; (iv) then current amount and percentage of the Net Settlement Amount claimed by Claimants; and (v) whether any Class Member has submitted a challenge to any information contained in their Claim Form or Notice. The Claims Administrator will also provide to the Parties' counsel any updated reports regarding the administration of this Stipulation of Settlement as needed or requested.

14. "Objection/Opt-Out Deadline" means forty-five (45) calendar days after the Initial Mailing Date.

15. "Qualified Class Members" refers to those Settlement Class Members who do not opt out of the Settlement (*i.e.*, who do not submit a Valid Exclusion Request).

16. "Preliminary Approval" means the Court order granting preliminary approval of this Stipulation of Settlement.

17. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Claims Administrator valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding the Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice by the Claims Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding the Settlement will be extended by fourteen (14) calendar days for any Class Member who is re-mailed a Notice by the Claims Administrator, unless the fourteenth (14th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between the Parties. Under no circumstances will the Claims Administrator have the authority to extend the deadline for Class Members to submit a Claim Form, Request for Exclusion, Notice of Objection, or written disputes regarding the Settlement.

18. "Settlement" means the settlement reached by the Parties through the negotiation process described in Section II.C. above, as set forth in this Agreement.

19. "Settlement Administrator" means CPT Group, Inc.

20. "Settlement Class" or "Settlement Class Members" means all individuals who fall within the following definition: All current and former non-exempt employees of Defendant who worked in Washington State at any time from January 21, 2021 through July 31, 2024.

21. “Settlement Class Period” means the period from January 21, 2021 through July 31, 2024.

22. “Superior Court” means King County Superior Court.

23. “Valid Exclusion Request” means a request by a Settlement Class Member to opt out of the Settlement that meets the following criteria: (i) is in writing; (ii) states that individual’s current address; (iii) contains the following statement: “I request that I be excluded from the Settlement Class in the case of *Chasen, et al. v. Alliance Building Services, LLC*” (or the Spanish equivalent); (iv) is signed; and (v) is mailed to Class Counsel at the address provided in the Notice and postmarked within forty-five (45) calendar days after the Initial Mailing Date or is emailed to Class Counsel at the email address provided in the Notice within forty-five (45) calendar days after the Initial Mailing Date.

C. Release. As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement and release of all “Qualified Class Member Released Claims.” “Qualified Class Member Released Claims” means all claims which were explicitly asserted in this lawsuit and which arose between January 21, 2021 through July 31, 2024.

D. Settlement Consideration.

1. Agreed Monetary Relief. Defendant agrees to pay a total of up to \$1,500,000 as the Maximum Settlement Amount for a claims made settlement of this lawsuit. The Maximum Settlement Amount shall be used to satisfy all of the following: (i) the settlement awards to be paid to Qualified Class Members who make claims (hereafter, the “Settlement Awards”); (ii) the service awards to be paid to the Plaintiffs (hereafter, the “Service Awards”); (iii) the award of attorneys’ fees to Class Counsel (hereafter, the “Attorneys’ Fees Award”); (iv) the expenses and costs of litigation to be paid to Class Counsel (hereafter, the “Costs Payment”); and (v) an award of settlement administration expenses (hereafter, the “Settlement Administration Expenses Award”), all as approved by the Superior Court.

E. Claims Process. Class Members must submit a valid and timely claim form to the Claims Administrator within the Claims Period to receive a share of the Net Settlement Amount. The Claims Administrator will determine the validity of each claim and the amount payable to each valid claimant based on number of hours worked.

F. Claim Form Procedures. To receive Settlement Awards, all Class Members will be required to submit a timely and valid Claim Form within the Response Deadline. All Claim Forms must be signed and returned to the Claims Administrator via first class mail or fax and postmarked or faxed by the Response Deadline. The date of the postmark or fax on the return mailing envelope will be the exclusive means to determine whether a Claim Form has been timely submitted. The Claims Administrator will compile a list of Claim Forms rejected for: (1) failure to cure an

unsigned Claim Form; or (2) late submission of the Claim Form. As to the Class Members on that rejected claim list, any Class Member who requests, in a signed letter, to receive payment in the Settlement will be treated like a Claimant if that written request is received by the Effective Date.

G. Distribution of the Maximum Settlement Amount. As part of the motion for final approval, Class Counsel will submit an application for an Attorneys' Fee Award not to exceed thirty percent (30%) of the Maximum Settlement Amount, reimbursement of costs (the Costs Payment), payment of the Settlement Administration Expenses Award, and payment of Service Awards of up to \$10,000 for each Plaintiff (totaling \$20,000). The amounts approved by the Court will be deducted from the Maximum Settlement Amount, and the remainder after these deductions (the "Net Settlement Amount") shall be available to fund Settlement Awards to Qualified Class Members.

H. Calculation of Settlement Awards.

1. Subject to approval by the Superior Court, the calculations of estimated Settlement Awards for Claimants will be made on a pro rata basis, based on their hours worked during the "Class Period" (*i.e.*, from January 21, 2021 through July 31, 2024) as a percentage of all Claimants hours worked during the Class Period. Upon request from Class Counsel or the Settlement Administrator, Defendant will provide accurate Claimants workhours from which Claims Administrator may calculate Settlement Awards.

2. Final Settlement Award Calculation. Final Settlement Awards will be calculated by the Settlement Administrator after each class member makes a claim. The Settlement Administrator shall provide Class Counsel and Defendant's counsel with an electronic report setting forth the results of these calculations. Class Counsel and Defendant's counsel shall have the opportunity after receiving this electronic report to review the Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Settlement Administrator. Thereafter, the Parties shall confer within five (5) business days to resolve any disputes relating to the calculations of the amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to a mutually agreed-upon arbitrator, who shall make the final decision regarding any disputed calculations of any Settlement Awards.

3. Tax Allocation of Settlement Awards. The parties agree that Net Settlement Amount shall be paid out to Participating Class Members shall be characterized as follows: (i) fifty percent (50%) as liquidated damages; and (ii) fifty percent (50%) as wages. Defendant shall pay the employer's share of payroll taxes from the portion of the Net Settlement Amount characterized as wages. Defendant will withhold the employees share of payroll taxes.

I. Funding of the Maximum Settlement Amount. Within seven (7) calendar days of the Effective Date, the Claims Administrator will provide the Parties with an accounting of the

amounts to be paid by Defendant pursuant to the Settlement. Within fourteen (14) calendar days of the Effective Date, Defendant will deposit all Court-approved costs, fees, payments, and claim amounts from the Maximum Settlement Amount into the QSF account.

J. Defendant's Payment and Settlement Administrator's Creation of Qualified Settlement Fund ("QSF"). Within seven (7) calendar days of Defendant funding the Maximum Settlement Amount, the Claims Administrator will calculate all payments due under the Settlement. Within fourteen (14) calendar days of Defendant funding the Maximum Settlement Amount, all payments due under the Settlement will be sent out to the appropriate persons and entities. Within fourteen (14) calendar days of Defendant funding the Maximum Settlement Amount, Settlement Awards shall be mailed by regular First-Class U.S. Mail to the Claimant's last known mailing address.

K. Attorneys' Fees Award and Costs Payment. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for attorneys' fees of no more than thirty percent (30%) of the Maximum Settlement Amount, plus reimbursement for the costs of litigation.

L. Service Awards. In addition to a Settlement Awards computed as described above, Class Counsel will request that Plaintiffs be given Service Awards, on which there will be no payroll tax withholdings and for which IRS Forms 1099 (marked "Other Income") shall be issued to the taxing authorities, in the amount of \$10,000 to each Plaintiff (totaling \$20,000).

M. Notices. All Class Members will be mailed a Notice. Each Notice will provide: (1) information regarding the nature of the Action; (2) summary of the Settlement's principal terms; (3) Class definition; (4) total number of Workhours each Class Member worked for Defendant during the Class Period; (5) each Class Member's estimated Settlement Award and formula for calculating their Settlement Awards; (6) dates which comprise the Class Period; (7) instructions on how to submit valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding Workweeks; (8) requirements relating to, and deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of Objection, and written disputes regarding Workhours; (9) claims to be released, as set forth herein; and (10) date and time of the Final Approval Hearing.

N. Settlement Administration.

1. The Settlement Administrator shall be responsible for: (i) notice and claim form mailings to the Settlement Class; (ii) tracking undeliverable mailings; (iii) recording and tracking responses to the mailings to the Settlement Class Members; (iv) issuing and mailing the necessary checks; (v) logging returned checks and making one attempt to obtain an updated

address for returned checks; (vi) issuing the Service Award payments, Attorneys' Fees Award payment, Costs Payment, and Settlement Administration Expenses Award payment; (vii) issuing all required tax documents to Qualified Class Members (such as IRS Form 1099s); (viii) performing all related tax reporting to taxing authorities; (ix) tracking and responding to any inquiries made by Settlement Class Members; and (x) any other related tasks mutually agreed to by the Parties.

2. Within ten (10) calendar days after the Objection/Opt-Out Deadline, Class Counsel shall provide the Settlement Administrator and Defendant an electronic report setting forth the names and identities of any Settlement Class Members who submitted a Valid Exclusion Request in conformity with this Agreement.

3. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for approval of the Settlement Administration Expenses Award. The costs, fees and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

O. Notice/Approval of Settlement Agreement. The Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Class, notifying the Settlement Class Members, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Qualified Class Members:

1. Plaintiffs shall file a motion with the Superior Court to obtain preliminary approval of the Settlement in conformity with this Agreement.

2. For purposes of this Settlement, Plaintiffs will ask the Superior Court to enter an order (the "Preliminary Approval Order") certifying the Settlement Class, finding Plaintiffs to be adequate and typical class representatives for the Settlement Class for purposes of settlement, certifying Plaintiffs' attorneys as Class Counsel for the Settlement Class, preliminarily approving the Settlement and this Agreement, approving the form of the Notice and its mailing to the Settlement Class, and setting a date for a Final Approval Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement. For purposes of this Settlement only, Defendant agrees that Plaintiffs satisfy the elements of Rule 23 for certification of the Settlement Class. For purposes of this Settlement only, Defendant agrees that the Settlement Class is sufficiently numerous, that Plaintiffs are adequate and typical class representatives, that the case presents common issues of law and fact, that common issues predominate over any individualized issues, that Plaintiffs' attorneys are adequate Class Counsel, that the Notice is appropriate to inform the Settlement Class Members of their rights, and that preliminary and final approval of the Settlement are appropriate.

3. Subject to the Superior Court's approval, the Notice shall be provided using the following procedures:

- a. Within ten (10) calendar days of the date the Superior Court issues the Preliminary Approval Order, the Settlement Administrator shall mail and email the Claim Forms and Notice to all Settlement Class Members and (“Initial Mailing Date”) in the form attached as **Exhibit A** and **Exhibits B** hereto respectively , and shall provide Defendant’s counsel and Class Counsel with a copy of the mail-merge spreadsheet used for the Notice mailings, which will include the estimated settlement award for each Settlement Class Member.
- b. The Notice shall provide that Settlement Class Members who do not opt out and who wish to object to the Settlement must file with the Court and submit to Class Counsel and Defendant’s counsel a written statement objecting to the Settlement on or before the Objection/Opt-Out Deadline (“Objection”). If a person wishes to have the Court consider the written statement objecting to the Settlement, the person:
 - (i) must not exclude himself or herself from the Settlement Class; and
 - (ii) must file with the Court and mail to counsel for the Parties the written Objection, along with any supporting documentation that the person wishes the Court to consider, by no later than thirty (30) calendar days after the Initial Mailing Date. If such Objection is submitted and overruled by the Court, the objecting member of the Settlement Class shall remain fully bound by the terms of the Settlement, including the release of all Qualified Class Member Released Claims, so long as the Settlement is granted final approval by the Court. The Parties shall submit any responses to objections no later than forty-four (44) calendar days after the Initial Mailing Date. Any Settlement Class Member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of the Settlement or Class Counsel’s request for attorneys’ fees and costs shall waive and forfeit any and all rights to appear separately or object. All Qualified Class Members shall be bound by the Settlement and by all orders and judgments in this Action.
- c. The Notice shall also provide that Settlement Class Members who wish to exclude themselves (*i.e.*, opt out) from the Settlement Class must mail a letter to or send an email to Class Counsel requesting exclusion from the Settlement Class on or before the Objection/Opt-Out Deadline. An exclusion request must: (i) be in writing; (ii) state that individual’s current address; (iii) contain the following statement: “I request that I

be excluded from the Settlement Class in the case of *Chasen, et al. v. Alliance Building Services, LLC*; (iv) be signed; and (v) be mailed to Class Counsel at the address provided in the Notice and postmarked within thirty (30) calendar days after the Initial Mailing Date or emailed to Class Counsel within thirty (30) calendar days after the Initial Mailing Date. Each individual who properly files a timely written request for exclusion shall be excluded from the Settlement Class and shall have no rights under the Settlement Agreement. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Opt-Out Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the Settlement. An exclusion request shall be deemed timely if it is postmarked or emailed no later than thirty (30) calendar days after the Initial Mailing Date.

- d. Any supplemental written correspondence or other written communications to Settlement Class Members concerning the Notice, the exclusion process, and/or other aspects of settlement administration shall be coordinated in advance between and agreed to by Class Counsel and Defendant's counsel. Notwithstanding the foregoing, without advance coordination with Defendant, Class Counsel or the Settlement Administrator may answer email or phone inquiries about the Settlement from individual Settlement Class Members without advance coordination with Defendant's counsel. Likewise, Defendant can communicate with individual Settlement Class Members without advance coordination with Class Counsel for purposes of referring them to Class Counsel or answering non-substantive, non-legal questions regarding the Settlement or Notice. All responses either Party provides will be consistent with the terms of this Agreement and the Notice.

4. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Settlement Class Members to opt out or object to the Settlement.

5. If any Notice is returned as undeliverable, the Settlement Administrator shall attempt one trace to locate a good address and, if located, shall make a second attempt at mailing the Notice. If such Notice is again returned as undeliverable, no further attempts at delivery of the Notice are required to be made. Notwithstanding the foregoing, the Settlement Administrator may mail or email a Notice to a Settlement Class Member at an address or email address obtained

by other means if the Settlement Class Member's Notice is returned as undeliverable or upon the Settlement Class Member's request for the same (*e.g.*, if Plaintiffs, Defendant, or another Settlement Class Member provides Class Counsel an address or email address for a Settlement Class Member not previously provided by Defendant or obtained through a trace).

6. No later than fourteen (14) calendar days before the Objection/Opt-Out Deadline (or sixteen (16) calendar days after the Initial Mailing Date), Class Counsel shall file a motion requesting that the Court grant final approval of the Settlement. No later than fourteen (14) calendar days after the Objection/Opt-Out Deadline (or forty-four (44) calendar days after the Initial Mailing Date), Class Counsel will file a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Settlement Class Members who have opted out of the Settlement and to respond to any Objections to the Settlement.¹

7. Subject to the Superior Court's availability and direction and no earlier than twenty-one (21) calendar days after the Objection/Opt-Out Deadline, a Final Approval Hearing shall be held for the Superior Court to determine whether to enter a Final Approval Order that grants final approval of the Settlement, including the Attorneys' Fees Award and Costs Payment, Settlement Administration Expenses Award, and Service Awards, and to enter judgment dismissing all claims asserted in the Case.

8. After entry of the Final Approval Order, the Superior Court shall have continuing jurisdiction for the purposes of enforcement of the Settlement and addressing settlement administration matters and such post-judgment matters as may be appropriate.

9. Within three (3) calendar days of receiving Defendant's payment, the Settlement Administrator shall pay the Attorneys' Fees Award and Costs Payment approved by the Court to Nolan Lim Law Firm, PS and shall pay any Service Awards approved by the Court to the Plaintiffs. These payments will not be subject to any withholdings. Within fourteen (14) calendar days of Defendant funding the Maximum Settlement Amount, the Settlement Administrator shall also issue and mail all Settlement Award checks to Qualified Class Members (which shall be issued from the QSF set up by the Settlement Administrator) in mailing envelopes listing the Settlement Administrator's return address.

10. Should any Settlement Award check be returned as undeliverable, the Settlement Administrator shall attempt one trace to locate a good address and, if located, shall make a second attempt at mailing the check. If such check is again returned as undeliverable, no further attempts at delivery of the check are required to be made. Notwithstanding the foregoing,

¹ If either of these deadlines fall on a weekend or Court holiday, Class Counsel may file the brief on the first following business day.

the Settlement Administrator may mail a Settlement Award check to a Qualified Class Member at an address obtained by other means if the Qualified Class Member's Settlement Award check is returned as undeliverable or upon the Qualified Class Member's request for the same. Any Qualified Class Member whose Settlement Award check is returned as undeliverable shall receive his/her Settlement Award from the Settlement Administrator if he/she contacts the Settlement Administrator or Class Counsel and provides a correct mailing address within ninety (90) calendar days after the mailing of the Settlement Award checks.

11. If a Settlement Award check remains uncashed one hundred twenty (120) calendar days following issuance of checks to Qualified Class Members, the Settlement Administrator will stop payment on the check, the Qualified Class Member who has not cashed the check will have no interest in the Settlement Award (that is, such Settlement Award will not be the property of the Qualified Class Member), and the funds from the uncashed check will be considered residual funds. The proceeds of any uncashed checks after one hundred twenty (120) calendar days following the distribution be distributed equally to *cy pres* beneficiaries the Legal Foundation of Washington.

12. If the Superior Court does not enter an Order preliminarily or finally approving the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the Parties shall work together in good faith to resolve any obstacles to Court approval. If approval cannot be obtained despite such good faith efforts, the Parties shall proceed in all respects as if this Agreement had not been executed.

P. Escalator Clause. Defendant estimates that the Class included approximately 1,684 employees within the Class Period. If it is determined the number of Class Members within the Class Period exceeds ten percent (10%) or more of 1,684 employees (*i.e.*, exceeds 1,852 individuals), the Settlement Awards will increase in the exact proportionate amount as to any additional Class Members (*i.e.*, 12% more Class Members than estimated will result in a 2% proportionate increase in the Settlement Awards).

Q. Miscellaneous Provisions.

1. This Agreement may be amended or modified only by a written instrument signed by counsel for both Parties.

2. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the Notice (**Exhibit A**).

3. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form

or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek assistance from the Superior Court to resolve such disagreement.

4. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

5. All terms of this Agreement shall be governed by and interpreted according to the laws of the state of Washington.

IT IS SO AGREED.

Dated: 28/08/2024



[Sarah Chasen \(Aug 28, 2024 16:18 PDT\)](#)

Sarah Chasen, Individually and on Behalf of Settlement Class

Dated: 28/08/2024

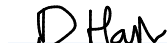


[Shenequay Young \(Aug 28, 2024 16:17 PDT\)](#)

Shenequay Young, Individually and on Behalf of Settlement Class

APPROVED AS TO FORM

Dated: 28/08/2024



[Douglas Han \(Aug 28, 2024 16:38 PDT\)](#)

**Shunt Tatavos-Gharajeh
Nolan Lim
Douglas Han
Counsel for Plaintiffs and Class Counsel**

Dated: 29/08/2024



[Darren A. Feider \(Aug 29, 2024 08:58 GMT+2\)](#)

**Darren Feider
Counsel for Defendant**












2024-08-27 Settlement Agreement (Final)


Final Audit Report

2024-08-29


Created:	2024-08-28
By:	Nolan Lim (charlotte@nolanlimlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAx1JsV1uKk3XNp1QpYvpV7ohMjkeibTgl

"2024-08-27 Settlement Agreement (Final)" History


-  Document created by Nolan Lim (charlotte@nolanlimlaw.com)
2024-08-28 - 11:14:37 PM GMT
-  Document emailed to Douglas Han (dhan@justicelawcorp.com) for signature
2024-08-28 - 11:14:43 PM GMT
-  Document emailed to Shenequay young (shenequayyoung@gmail.com) for signature
2024-08-28 - 11:14:43 PM GMT
-  Document emailed to sjchasen@gmail.com for signature
2024-08-28 - 11:14:43 PM GMT
-  Document emailed to dfeider@sbj.law for signature
2024-08-28 - 11:14:44 PM GMT
-  Email viewed by sjchasen@gmail.com
2024-08-28 - 11:15:52 PM GMT
-  Email viewed by Shenequay young (shenequayyoung@gmail.com)
2024-08-28 - 11:16:56 PM GMT
-  Document e-signed by Shenequay young (shenequayyoung@gmail.com)
Signature Date: 2024-08-28 - 11:17:30 PM GMT - Time Source: server
-  Signer sjchasen@gmail.com entered name at signing as Sarah Chasen
2024-08-28 - 11:18:48 PM GMT
-  Document e-signed by Sarah Chasen (sjchasen@gmail.com)
Signature Date: 2024-08-28 - 11:18:50 PM GMT - Time Source: server
-  Email viewed by Douglas Han (dhan@justicelawcorp.com)
2024-08-28 - 11:38:01 PM GMT

 Document e-signed by Douglas Han (dhan@justicelawcorp.com)

Signature Date: 2024-08-28 - 11:38:33 PM GMT - Time Source: server

 Email viewed by dfeider@sbj.law

2024-08-29 - 6:57:04 AM GMT

 Signer dfeider@sbj.law entered name at signing as Darren A. Feider

2024-08-29 - 6:58:38 AM GMT

 Document e-signed by Darren A. Feider (dfeider@sbj.law)

Signature Date: 2024-08-29 - 6:58:40 AM GMT - Time Source: server

 Agreement completed.

2024-08-29 - 6:58:40 AM GMT