

The Honorable William L. Dixon

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF KING**

ALEXANDRA BRADLEY, LENA ZELL,  
and EVAN GALLO, on behalf of themselves  
and all others similarly situated,

Plaintiff,

v.

CANLIS, INC., a Washington corporation;  
BRIAN CANLIS, an individual, MARK  
CANLIS, an individual,

Defendants.

Case No.: 23-2-12427-8-SEA

**STIPULATION OF SETTLEMENT AND  
RELEASE BETWEEN PLAINTIFFS AND  
DEFENDANTS**

This Stipulation of Settlement and Release (“Settlement Agreement”) is made and entered into by and between plaintiffs Alexandra Bradley, Lena Zell, and Evan Gallo (“Named Plaintiffs” or “Class Representatives”) and defendants Canlis, Inc., Brian Canlis, and Mark Canlis (“Defendants” or “Canlis”), subject to approval by the Court. Plaintiffs and Defendants are referred to collectively as “the Parties.”

**BACKGROUND AND RECITALS**

1. On July 11, 2023, Plaintiffs filed a Class Action Complaint on behalf of

1 themselves and others similarly situated in King County Superior Court. On October 10, 2023,  
2 Plaintiffs filed their First Amended Complaint. On October 18, 2023, Plaintiffs filed their Second  
3 Amended Complaint. Plaintiffs allege that Defendants failed to comply with Washington law in  
4 several ways, including (1) failing to pay employees all of the wages to which they are entitled  
5 for their *Stage* (pronounced “stahj”) or first day of work; (2) failing to pay employees the  
6 automatic “service charge” collected from customers; (3) failing to properly disclose to  
7 customers that the automatic “service charge” was retained by Defendants; and (4) failing to  
8 provide rest breaks to servers. Specifically, Plaintiffs alleged that Defendants violated the  
9 Washington Minimum Wage Act (“MWA”), RCW 49.46; the Washington Wage Rebate Act  
10 (“WRA”), RCW 49.52; the Washington Consumer Protection Act (“CPA”), RCW 19.86; the  
11 Seattle Wage Theft Ordinance (“WTO”), SMC 14.20; and the Washington Industrial Welfare  
12 Act (“IWA”), RCW 49.020 and WAC 296-126-092. On November 6, 2024, Defendants filed  
13 their Answer, Defenses, and Affirmative Defenses to Plaintiffs’ Second Amended Complaint.

14 2. Plaintiffs brought the action as a class action pursuant to CR 23 of the  
15 Washington Rules of Civil Procedure, on behalf of themselves and all current and former Canlis  
16 non-managerial employees who performed work for Defendants at any time between July 11,  
17 2020, and the date of final disposition of this action.

18 3. Plaintiffs’ Second Amended Complaint seeks unpaid wages under the MWA, the  
19 CPA, the WTO, the IWA, exemplary damages under the WRA, liquidated damages under the  
20 WTO, and treble damages under the CPA, along with pre-judgment and post-judgment interest,  
21 and reasonable attorney fees and costs associated with the action.

22 4. The Parties engaged in informal and formal discovery over the course of several  
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1 months, including the production of documents and data, and discovery with potential witnesses.

2 5. On January 26, 2024, the Parties participated in mediation with mediator Marc  
3 Cote. The parties selected Mr. Cote because of his expertise and experience with wage and hour  
4 class actions and, in particular, his experience in prosecuting service charge and rest break class  
5 actions. The mediation lasted over 10 hours, but was unsuccessful. During mediation,  
6 Defendants raised several arguments that Plaintiffs' Counsel believed required additional  
7 consideration and a recalculation of damages. The Parties resumed negotiations over several  
8 weeks and reached a tentative settlement on February 27, 2024, subject to Court approval. At all  
9 times, the negotiations leading to this Stipulation of Settlement have been adversarial, non-  
10 collusive, and at arm's length.

11 6. Definitions.

12 a. "Class Counsel" means Matt J. O'Laughlin, Amy K. Maloney, and Steven  
13 A. Toff of Maloney O'Laughlin, PLLC.

14 b. "Effective Date" means the date that is three (3) days after the Final  
15 Approval order is entered if there are no objections to the settlement. If there are any objections  
16 to the settlement, "Effective Date" means the date that is the later of: (1) 31 days following the  
17 Superior Court's entry of the Final Approval Order, or (2) if a timely appeal is made, the date of  
18 the final resolution of that appeal and any subsequent appeals, resulting in final judicial approval  
19 of the Settlement without modification.

20 c. "Final Approval Order" refers to an order by the Superior Court that  
21 grants final approval of the Settlement.

1 d. “Qualified Class Members” refers to those Settlement Class or Subclass  
2 Members who do not opt out of the Settlement (*i.e.*, who do not submit a Valid Exclusion  
3 Request).

4 e. “Settlement Class or Settlement Class Members” shall be defined (without  
5 regard to whether a particular Class or Subclass Member signed an arbitration agreement) as  
6 follows:

7 Stage Class: All current and former non-managerial employees of Canlis  
8 who performed unpaid work on their first day of work or “stage” shift for  
9 Canlis during the time period from July 11, 2020, through February 23,  
2024.

10 Service Charge Subclass: All current and former non-managerial  
11 employees of Canlis working in positions participating in the tip pool  
12 system used by Canlis, including servers, hosts, and kitchen staff, during  
13 the time period from July 11, 2020, through February 23, 2024.

14 Rest Break Subclass: All current and former employees of Canlis working  
15 as servers who were not provided rest breaks during the time period from  
16 July 11, 2020, through February 23, 2024.

17 f. “Settlement Class Period” means the period from July 11, 2020  
18 through February 23, 2024.

19 7. For purposes of settling this action only, the Parties conditionally stipulate and  
20 agree that the prerequisites for establishing Rule 23 class certification with respect to the  
21 Settlement Classes have been met and therefore stipulate to class certification. More specifically,  
22 the Parties conditionally stipulate and agree for purposes of settling this action only that:

23 a. Each Settlement Class is so numerous as to make it impractical to join all  
24 Class Members.

25 b. There are three ascertainable Settlement Classes.

1 c. There are common questions of law and fact in each Settlement Class;

2 d. Plaintiffs' claims are typical of the claims of the members of the  
3 Settlement Classes.

4 e. Matt J. O'Laughlin, Amy K. Maloney, and Steven A. Toff of Maloney  
5 O'Laughlin, PLLC, should be deemed "Class Counsel" and will fairly and adequately protect the  
6 interests of the Settlement Classes.

7 f. The prosecution of separate actions by individual members of the  
8 Settlement Classes would create the risk of inconsistent or varying adjudications, which would  
9 establish incompatible standards of conduct.

10 g. Questions of law and fact common to the members of the Settlement  
11 Classes predominate over questions affecting individual members in the Settlement Classes and a  
12 class action is superior to other available means for the fair and efficient adjudication of the  
13 controversy.

14 h. The Notice of Class Action Settlement (attached as Exhibit A) is  
15 appropriate to inform the Settlement Class Members of their rights.

16 8. The Parties agree that preliminary and final approval of the Settlement is  
17 appropriate.

18 9. It is the intent of the Parties to fully, finally, and forever settle, compromise, and  
19 discharge all disputes and claims arising from this action.

20 10. In order to achieve a full and complete release of Defendants for the released  
21 disputes and claims ("Released Claims"), each Settlement Class Member (which includes any  
22 legal heirs and/or successors-in-interest of each Settlement Class Member), through execution of

1 the Stipulation and Settlement by the Class Representatives, acknowledges that this Stipulation  
2 of Settlement is intended to include in its effect all Released Claims arising from the allegations  
3 in the Second Amended Complaint (limited to claims which arose between July 11, 2020, and  
4 February 23, 2024), including all claims set forth in Paragraph 14 of this Stipulation of  
5 Settlement.

6 **TERMS OF SETTLEMENT**

7 11. Settlement Payments. No later than three (3) days after entry of the Final  
8 Approval Order, Defendants shall pay the Settlement Administrator a total of \$1,450,000  
9 (hereinafter “Total Settlement Amount”) to create a common fund to discharge their settlement  
10 payment obligations in this action. Settlement payments to individual members of the class will  
11 be on a direct payment basis. All Qualified Class Members (*i.e.*, Settlement Class Members who  
12 have not opted out of the class) will be issued a check from the Net Settlement Fund after  
13 payment of attorneys’ fees, costs, service awards, and administration costs. The application for a  
14 Settlement Administration Expenses Award shall not exceed \$10,000, and the application for a  
15 Service Award shall not exceed \$45,000 for the three Named Plaintiffs. The Net Settlement Fund  
16 will be used to satisfy all employee-side (but not employer-side) payroll taxes and withholdings  
17 associated with the settlement awards. This total amount is broken down into the following  
18 payments:

19 a. Attorneys’ Fees Award and Costs Payment. As part of the Motion for  
20 Final Approval, Class Counsel will submit an application for an Attorneys’ Fee Award of 25%  
21 of the Settlement Amount (\$362,500), and application for a Costs Payment of \$4,792.39. The  
22 attorney fees and costs payment will compensate and reimburse Class Counsel for (1) the work  
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1 already performed by Plaintiffs' counsel in this case and all of the work remaining to be  
2 performed by Plaintiffs' counsel in securing Court approval of the settlement, and ensuring that  
3 the settlement is fairly administered and implemented; and (2) all costs actually incurred and  
4 reasonably anticipated to be incurred by Plaintiffs' counsel in litigating this action and  
5 finalizing this settlement, including costs associated with settlement administration.

6           b.     Service Awards. As part of the Motion for Final Approval, Class Counsel  
7 will request that the named plaintiffs Alexandra Bradley, Lena Zell, and Evan Gallo be given a  
8 Service Award, on which there will be no payroll tax withholdings and for which an IRS Form  
9 1099 (marked "Other Income") shall be issued to the taxing authorities, in the amount of \$15,000  
10 each, for a total of \$45,000. Should the Court approve any enhancement award less than that set  
11 forth herein, the unapproved portion or portions shall be distributed proportionately to the Class  
12 Members as calculated pursuant to Paragraph 12.A below.

13           c.     Settlement Administration Costs. As part of the Motion for Final  
14 Approval, Class Counsel will apply to the Court for approval of the Settlement Administration  
15 Expenses Award, which is estimated to be no more than \$10,000.

16           d.     Defendants will pay the Total Settlement Amount (\$1,450,000) to the  
17 Settlement Administrator no later than three (3) days following the Court's entry of the Final  
18 Approval Order. Within three (3) days of receiving Defendants' payment, the Settlement  
19 Administrator shall pay the Attorneys' Fees Award and Costs Payment approved by the Court to  
20 Maloney O'Laughlin, PLLC, and shall pay any Service Award approved by the Court to the  
21 Named Plaintiffs. These payments will not be subject to any withholdings. Within ten (10) days  
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1 after receiving Defendants' payment, the Settlement Administrator shall issue and mail all  
2 Settlement Award checks to Qualified Class Members.

3 e. Qualified Class Members will have 60 days from when the settlement  
4 check is mailed to cash their checks. After that date, if the check has not been cashed, the  
5 Settlement Class Member will have no interest in the settlement funds. If, after 60 days following  
6 issuance of checks to Qualified Class Members ("the First Distribution"), the amount of checks  
7 remaining uncashed exceeds \$100,000, the Settlement Administrator will redistribute the  
8 remaining amount (except for a \$15,000 reserve fund to address payment discrepancies)  
9 proportionally to all Qualified Class Members who cashed their original checks ("the Second  
10 Distribution"). The proceeds of any uncashed checks after 30 days following the Second  
11 Distribution (or if there is no Second Distribution and no necessity to use any of the reserve fund  
12 to ensure appropriate payments) will be considered Residual Funds and will be paid to Columbia  
13 Legal Services for programs supporting low-wage workers. The Parties agree that no funds from  
14 the Class Payment will revert to Defendants.

15 12. Calculation and Administration of Settlement Payments.

16 A. Calculation of Settlement Qualified Class Members' Payments. In  
17 consideration for the settlement and release of all claims of the Settlement Class against  
18 Defendants, each Qualified Class Member shall receive a proportionate share of the Class  
19 Payment. After payment of the *Stage* Class, the remainder of the Net Settlement Fund will be  
20 allocated based on the relative amount of damages for each claim with 95% of the remaining Net  
21 Settlement Fund to be allocated to the Service Charge Subclass and 5% allocated to the Rest  
22 Break Subclass. The determination of each Qualified Class Member's share will be based on  
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1 employment, time, and payroll information produced by Defendants and on the computations of  
2 Plaintiffs' counsel, all of which is presumed to be accurate (and which is described in detail  
3 below).

4 1. Stage Class Calculation. The determination of each *Stage Class*  
5 Member's payment will be based on one eight-hour day at the rate of \$20 an hour. The claims  
6 period will be from July 11, 2020 to February 23, 2024.

7 2. Service Charge Subclass Calculation. For the Service Charge  
8 Subclass, the payment will be based on the total hours worked for each Qualified Subclass  
9 Member during the Settlement Class Period in relation to total hours worked cumulatively by all  
10 Qualified Subclass Members during the Settlement Class Period. The method for calculating the  
11 individual gross award amounts from the Subclass Portion shall be as follows: The total number  
12 of Qualified Subclass Member hours worked during the Subclass Period will be the denominator  
13 and the total hours worked by each individual Qualified Subclass Member worked during the  
14 Subclass Period will be the numerator. The resulting percentage will be multiplied by the  
15 Subclass Portion of the Net Settlement Fund to arrive at the Qualified Subclass Member's  
16 individual gross award amount from the Subclass Portion. The claims period will be from July  
17 11, 2020 to February 23, 2024. Hours worked during the claims period will be calculated based  
18 on the basis of Canlis's records.

19 3. Rest Break Subclass Calculation. Payments for the Rest Break  
20 Subclass will be based on the total hours worked for each Qualified Subclass Member during the  
21 Settlement Class Period in relation to total hours worked cumulatively by all Qualified Subclass  
22 Members during the Settlement Class Period. The method for calculating the individual gross  
23

1 award amounts from the Subclass Portion shall be as follows: The total number of Qualified  
2 Subclass Member hours worked during the Subclass Period will be the denominator and the total  
3 hours worked by each individual Qualified Subclass Member worked during the Subclass Period  
4 will be the numerator. The resulting percentage will be multiplied by the Subclass Portion of the  
5 Net Settlement Fund to arrive at the Qualified Subclass Member's individual gross award  
6 amount from the Subclass Portion. The claims period will be from July 11, 2020 to February 23,  
7 2024. Hours worked during the claims period will be calculated based on the basis of Canlis's  
8 records.

9           B.     Employee Data. Upon execution of this Settlement Agreement,  
10 Defendants will provide Class Counsel with the data and information necessary to calculate the  
11 hours worked and provide class notices. Specifically, Defendants will furnish Class Counsel with  
12 two lists, one for servers, one for non-servers. Each list shall include the name, last known home  
13 or mailing address, email address, last known telephone number, date of birth, social security  
14 number, dates of employment, and the total number of hours worked in the claims period for  
15 each of the Qualified Class Members ("Class Data List") within fourteen (14) days of the  
16 execution of the Settlement Agreement. Defendants will provide Class Counsel with the two  
17 Class Data Lists on an Excel spreadsheet that Class Counsel will use to calculate each Settlement  
18 Class Member's proportional share of damages.

19           C.     Class Notice. The Parties agree that there will be a single mailing to the  
20 Class of the Notice of Class Action Settlement by the settlement administrator within ten (10)  
21 days of the date the Court issues the Preliminary Approval Order. The mailing will be to the last  
22 known address of the claimant, although for notices returned "undelivered," the settlement  
23

1 administrator will conduct a single re-mailing using available databases to obtain the best  
2 available address of the class member. The Parties have agreed on the Notice of Class Action  
3 Settlement, attached to this Stipulation of Settlement as Exhibit A, and incorporated by reference  
4 herein.

5 1. Right to Opt Out of Settlement. The Class Notice provided to  
6 Settlement Class Members will include the right of each individual Settlement Class Member to  
7 opt out of the proposed Settlement. Any Settlement Class Member who wishes to opt out of the  
8 Settlement must submit an Exclusion Form (attached as Exhibit B, and incorporated by reference  
9 herein) with a written statement requesting exclusion from the Settlement within 30 days of the  
10 date the Notice Packets are initially mailed to Settlement Class Members. Such written request  
11 for exclusion must contain the full name, current home or mailing address, and birthdate of the  
12 person requesting exclusion, and it must include a checkmark in the box next to the statement: "I  
13 wish to be excluded from the settlement of the case entitled *Alexandra Bradley, et al. v. Canlis,*  
14 *Inc., et al.,* Case No. 23-2-12427-8 SEA." The written request must be signed by the person  
15 requesting exclusion, must be returned by mail at the specified addresses set forth on the Class  
16 Notice, and must be postmarked on or before the deadline set forth on the Class Notice.  
17 Settlement Class Members must supply their own postage when mailing a request for exclusion  
18 from the Settlement to Class Counsel. The date of the postmark on the return mailing envelope  
19 shall be the exclusive means used to determine whether a request for exclusion has been timely  
20 submitted. In the event of any dispute concerning whether a Class member has timely and  
21 properly opted out of the Settlement, counsel for the Parties shall meet and confer in good faith

1 to resolve such dispute. Class Counsel shall send a copy of all opt-out letters to Defendants'  
2 counsel.

3 None of the Parties or their counsel shall take any action to encourage or persuade any  
4 Settlement Class Member to opt out of the Settlement.

5 2. Right to Object to Settlement. The Class Notice provided to  
6 Settlement Class Members will include the right of each individual class member to object to the  
7 proposed Settlement. Any Settlement Class Member who wishes to object to the Settlement must  
8 file with the Court and serve on counsel for the Parties a written statement objecting to the  
9 Settlement. Such written statement must be filed with the Court and served on counsel for the  
10 Parties no later than 30 days after the Notice Packets are mailed. No Class Member shall be  
11 entitled to be heard at the final settlement hearing (whether individually or through separate  
12 counsel) or to object to the Settlement, and no written objections or briefs submitted by any  
13 Class Member shall be received or considered by the Court at the final settlement hearing unless  
14 copies of any written objections or briefs shall have been filed with the Court and served on  
15 counsel for the Parties on or before the Objection/Exclusion Deadline Date. Class Members who  
16 file and timely serve written objections in the manner specified above shall be deemed to have  
17 waived any objections and shall be foreclosed from making any objection (whether by appeal or  
18 otherwise) to the Settlement and shall be bound by the terms of the Settlement.

19 D. Tax Treatment of Class Payments. The settlement payments to each  
20 Qualified Class Member will be allocated with 50% as wages, with all legally required tax  
21 withholdings for wages, and the remaining 50% allocated as non-wage damages and interest.

1 This allocation shall not apply to the service awards to the Class Representatives, which are  
2 considered 100% non-wage awards.

3 Defendants shall be responsible for the employer-side share of the government payroll  
4 obligations. The employee-side payroll deductions for the wage portion of the settlement  
5 payments will be calculated by the Settlement Administrator, subtracted from the individual  
6 wage settlement payment checks that will be issued, and paid to the appropriate government  
7 agencies. Class Counsel will calculate the gross (pre-tax) amount owed by Defendants for each  
8 Settlement Class Member using the Class Data List provided by Defendants. Class Counsel will  
9 provide the wage and non-wage calculations to the Settlement Administrator and Defendants  
10 within 15 days of receiving the Class Data List.

11 The Settlement Administrator will prepare a Form W-2 and Form 1099 for each qualified  
12 Class Member who receives and cashes his or her settlement payment checks, and these forms  
13 will reflect each Class Member's wage and non-wage income. Canlis will prepare and issue  
14 Class Counsel a Form 1099 for the attorney fees, costs, and notice and settlement administration.  
15 The Class Representatives will receive a Form 1099 for their individual enhancement awards.

16 **RELEASE BY THE CLASS**

17 13. Upon final approval by the Court, the Settlement Class, including each Settlement  
18 Class Member who has not submitted a timely and valid written request to opt out of the  
19 settlement, will release, to the extent permitted by law, Defendants, from any and all claims for  
20 alleged wage and hour and consumer protection violations asserted in Plaintiffs' Second  
21 Amended Complaint including claims under RCW 49.46; RCW 49.52; RCW 19.86; SMC 14.20;  
22 RCW 49.020, and WAC 296-126-092; that arose between July 11, 2020 and February 23, 2024.

23  
24 STIPULATION OF SETTLEMENT AND RELEASE  
25 BETWEEN PLAINTIFFS AND DEFENDANTS -13-

MALONEY O'LAUGHLIN, PLLC  
200 WEST MERCER STREET, STE. 506  
SEATTLE, WA 98119  
206.513.7485

**DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

14. After receiving the Class Data Lists, Plaintiffs' counsel shall promptly prepare and file with the Court a motion for preliminary approval and determination by the Court as to the fairness, adequacy, and reasonableness of this Settlement. Within three (3) days of filing this motion, Defendants shall file a Notice of Non-Opposition to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. The motion for preliminary approval shall request entry of a preliminary order that will accomplish the following:

a. Schedule a fairness hearing on the question of whether the proposed Settlement, including payment of attorney fees and costs and the Class Representatives' enhancement awards, should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members;

b. Defining and certifying a Settlement Class under CR 23 for all claims;

c. Appointing Matt J. O'Laughlin, Amy K. Maloney, and Steven A. Toff of Maloney O'Laughlin, PLLC as Class Counsel;

d. Approving as to form and content the proposed Class Notice;

e. Directing the dissemination of the Class Notice to the Settlement Class Members;

f. Preliminarily approving the settlement subject only to the objections of Settlement Class Members and final review by the Court;

g. Preliminarily approving the Settlement Administrator's role in notifying class members and administering the settlement;

1           h.       Preliminarily approving Class Counsel's request for attorney fees and  
2 litigation expenses subject to final review of the Court; and

3           i.       Preliminarily approving Class Counsel's request for Plaintiffs'  
4 enhancement awards for the Class Representatives.

5           15.     No later than fourteen (14) days after the Objection/Opt-Out Deadline (or forty-  
6 four (44) days after the Initial Mailing Date), Class Counsel will file a motion requesting that the  
7 Court grant final approval of the Settlement and to inform the Court of any Settlement Class  
8 Members who have opted out of the Settlement and to respond to any Objections to the  
9 Settlement.

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

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

19                   **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

20          18.     Following final approval of the Settlement provided for in this Stipulation of  
21 Settlement, Class Counsel will submit a proposed final order:

1 a. Approving the Settlement, finding the terms to be fair, reasonable, and  
2 adequate, and directing consummation of its terms and provisions;

3 b. Approving Class Counsel’s application for an award of attorney fees and  
4 reimbursement of costs;

5 c. Approving the named Plaintiffs’ enhancement awards; and

6 d. Releasing all claims against Defendants during the Settlement Class  
7 Period.

8 19. Plaintiffs will not be obligated to dismiss this case until after (1) the Court issues  
9 an order of final approval of the Settlement; and (2) Defendants have made all settlement  
10 payments outlined in this Settlement Agreement.

11 **PARTIES’ AUTHORITY**

12 20. The signatories hereto represent that they are fully authorized to enter into this  
13 Stipulation of Settlement and bind the Parties to the terms and conditions of this Settlement  
14 Agreement.

15 **MUTUAL FULL COOPERATION**

16 21. The Parties agree to fully cooperate to accomplish the terms of this Settlement,  
17 including but not limited to, execution of such documents and to take such other action as may  
18 reasonably be necessary to implement the terms of this Settlement. The Parties to this Stipulation  
19 of Settlement shall use their best efforts, including all efforts contemplated by this Settlement  
20 and any other efforts that may become necessary by order of the Court, or otherwise, to  
21 effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of  
22 this Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their  
23



1 counsel, take all necessary steps to secure the Court's final approval of this Settlement. If the  
2 Court's approval of this Settlement Agreement includes modifications of the Agreement that do  
3 not prejudice any Party, each Party's remaining obligations and rights under the Agreement will  
4 survive the modifications and remain in effect. If this Agreement becomes null and void because  
5 the Court does not approve the Settlement, the Parties shall proceed in all respects as if this  
6 Agreement had not been executed.

7 **NO PRIOR ASSIGNMENTS**

8 22. The Parties hereto represent, covenant, and warrant that they have not directly or  
9 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
10 any person or entity any portion of any liability, claim, demand, action, cause of action, or right  
11 herein released and discharged except as set forth herein.

12 **NO ADMISSION**

13 23. Nothing contained herein, nor the consummation of this Settlement, is to be  
14 construed or deemed an admission of liability or wrongdoing on the part of the Defendants.  
15 Defendants specifically deny any or all liability.

16 **NO RETALIATION**

17 24. Guarantee of No Retaliation. Defendants agree that they will not retaliate in any  
18 way against any Settlement Class Member for participating in this lawsuit or benefiting from the  
19 agreed monetary settlement. A statement will be included in the class notice that Settlement  
20 Class Members will not be subject to retaliation.

**CONSTRUCTION**

25. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's length negotiations between the Parties. The Parties further agree that this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or party's counsel participated in the drafting of this Settlement.

**MODIFICATION**

26. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto and approved by the Court.

**INTEGRATION CLAUSE**

27. This Settlement contains the entire agreement between the Parties relating to the settlement and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

**BINDING ON ASSIGNS**

28. This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

**CLASS COUNSEL SIGNATORIES**

29. It is agreed that because of the large number of Settlement Class Members, it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Class Notice will advise all Settlement Class Members of the binding nature of the release and it

1 shall have the same force and effect as if this Settlement were executed by each member of the  
2 Settlement Class.

3 **COUNTERPARTS**

4 30. This Settlement may be executed in counterparts, and when each party has signed  
5 and delivered at least one such counterpart, each counterpart shall be deemed an original, and,  
6 when taken together with other signed counterparts, shall constitute one Settlement, which shall  
7 be binding upon and effective as to all Parties.

8  
9  
10 DATED: 4/12/2024 \_\_\_\_\_

DocuSigned by:  
*Alexandra Bradley*  
8B0658681FCB4D0  
ALEXANDRA BRADLEY  
Plaintiff and Class Representative

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12  
13 DATED: 4/14/2024 \_\_\_\_\_

DocuSigned by:  
*lena Zell*  
621DE98A71684BD  
LENA ZELL  
Plaintiff and Class Representative

14  
15  
16 DATED: 4/10/2024 \_\_\_\_\_

DocuSigned by:  
*Evan Gallo*  
152B4D362EFD44C  
EVAN GALLO  
Plaintiff and Class Representative

17  
18 DATED: 4/12/2024 \_\_\_\_\_

DocuSigned by:  
*Matt O'Laughlin*  
7C0FF15906F1493  
MATT J. O'LAUGHLIN  
Counsel for Plaintiffs

APR 15

DATED: \_\_, 2024

CANLIS, INC.  
Defendant

By:   
Its: PRESIDENT

APR 15

DATED: ~~March~~ \_\_, 2024

  
BRIAN CANLIS  
Defendant

APR 15

DATED: ~~March~~ \_\_, 2024

  
MARK CANLIS  
Defendant

April 16,

DATED: ~~March~~ \_\_, 2024

  
DARREN A. FEIDER  
Counsel for Defendants

STIPULATION OF SETTLEMENT AND RELEASE  
BETWEEN PLAINTIFFS AND DEFENDANTS -20-

MALONEY O'LAUGHLIN, PLLC  
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