

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered by and between Westbay Auto Parts Inc. (“Westbay” or “Defendant”), and Roberta Tieskotter (“Plaintiff”), who is acting both individually and in her capacity as the proposed class representative for the proposed Settlement Classes defined herein and in the proposed class action entitled *Roberta Tieskotter v. Westbay Auto Parts, Inc.*, Pierce County Superior Court, Case No. 23-2-10992-4 (the “Case”).

II. Class Certification.

Solely for the purposes of this Settlement, Plaintiff and Defendant (hereafter, the “Parties”) agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Classes defined herein.

III. Investigations and Due Diligence.

The Parties have conducted substantial formal and informal 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 (a) interviewed witnesses; (b) collected and analyzed extensive electronic and paper time records, payroll data, financial data, and other information concerning the composition of the Settlement Classes and the merits and possible extent of Plaintiff’s claims and Westbay’s defenses; and (c) amply considered and analyzed their respective claims and defenses.

IV. Settlement Negotiations.

The Parties engaged in settlement negotiations in connection therewith outlined the conceptual terms of the Settlement during a March 5, 2024, mediation before Matt Turetsky. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiff believes are in the best interest of the proposed Settlement Classes. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

V. Westbay’s Denials of Wrongdoing and Non-Admission of Allegations.

Westbay has denied and continues to deny each of the claims and contentions alleged by Plaintiff on her own behalf and on behalf of any members of the proposed Settlement Classes alleged by Plaintiff in the Case. Westbay has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action as if it were to proceed through litigation instead of settlement. Furthermore, Westbay has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. 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 Westbay of any fault, wrongdoing, or liability whatsoever. Westbay expressly denies any such fault, wrongdoing, or liability. If the

Parties had not reached the Settlement, then Westbay 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. Westbay agrees to this Settlement solely to avoid the burden and expense of further litigation.

VI. Stipulated Settlement and Dismissal

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being 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 finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.

a. **"Effective Date"** means the date when both (1) the Settlement has been finally approved by the Superior Court, and (2) the Superior Court's anticipated order approving the Settlement and dismissing this Case with prejudice (the "Final Judgment") becomes final. For purposes of this subsection, the Superior Court's Final Judgment "becomes final" upon the later of either (a) 31 days following the Superior Court's entry of an order granting final approval of the Settlement; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

b. **"Settlement"** means the settlement reached by the Parties through the negotiation process described in Paragraph IV above.

c. **"Settlement Administrator"** means CPT Group Class Action Administrators, subject to the Superior Court's approval.

d. **"Class A Settlement Class Period"** means the period from November 6, 2020, through March 29, 2024.

e. **"Class B Settlement Class Period"** means the period from August 13, 2023, through December 31, 2023.

f. **"Proposed Class"** or **"Proposed Class Members"** means all individuals who were employed by Westbay in the State of Washington in positions paid on an hourly basis at any time during the Class A Settlement Class Period and/or who applied for employment and/or were employed by Westbay in the State of Washington during the Class B Settlement Class Period.

g. **"Settlement Class A"** or **"Settlement Class A Members"** means all individuals who were employed by Westbay in the State of Washington in positions paid on an hourly basis at any time during the Class A Settlement Class Period exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below.

h. **"Settlement Class B"** or **"Settlement Class B Members"** means all individuals who applied for employment with and/or were employed by Westbay in the State of Washington during the Class B Settlement Class Period exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below.

- i. The “**Notice of Settlement**” means the form attached hereto as **Exhibit A**.
- j. The “**Initial Mailing Date**” is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to all Proposed Class Members.
- k. The “**Notice Deadline**” is forty-five (45) days after the Initial Mailing Date.
- l. “**Class Counsel**” means Entente Law PLLC, subject to the Superior Court’s approval.
- m. “**Maximum Settlement Amount**” means the maximum amount Westbay is required to pay pursuant to this Settlement Agreement, which is the sum of Six Hundred Thousand Dollars (\$600,000). The Maximum Settlement Amount shall not exceed the foregoing sum.
- n. “**Attorney’s Fees and Costs Award**” means the amounts the Parties propose be paid to Class Counsel as attorney’s fees and litigation costs in connection with their prosecution and settlement of the Case.
- o. “**Settlement Administration Expenses Award**” means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement.
- p. “**Service and Full Release Award**” means the amount the Parties propose be paid to Plaintiff as an award in recognition of her efforts in prosecuting the Case and in recognition that she is providing a full, general release of all claims, not the more limited release that the other class members are providing.
- q. “**Class Fund**” means the aggregate, gross amount the Parties propose be paid to the Settlement Classes as Settlement Awards pursuant to this Agreement. The Class Fund shall be calculated by subtracting the Court-approved Service and Full Release Award, Settlement Administration Expenses Award, and Attorney’s Fees and Costs Award from the Maximum Settlement Amount. Subject to approval by the Superior Court, the Parties anticipate the aggregate gross amount paid to the Settlement Class as part of the Settlement of this Case is estimated to be no less than Three Hundred Eighty-Eight Thousand (\$388,000). \$190,000 of the Class Fund shall be allocated to Class A claims. After deducting employer-side payroll taxes, the remainder shall be allocated to Class B claims.
- r. “**Settlement Awards**” means the amounts the Parties propose be paid to members of the Settlement Classes pursuant to this Agreement.
- s. “**Released Claims**” means any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case. The Released Claims specifically include but are not limited to (1) any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods by Settlement Class A Members and (2) any claims for actual or statutory damages by Class B Members related to job postings that failed to disclose the wage scale or salary range. Released Claims also includes any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorneys’ fees and costs relating to any of the foregoing.

t. **“Released Parties”** as released through the Releases described in Section VI.2., below, includes the named Defendant in the Case, Westbay Auto Parts Inc., as well as its past, current, or future successors and assigns, together with each of their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, investors, owners, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

2. Releases.

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, and waiver by Plaintiff Roberta Tieskotter and all members of the Settlement Classes of all Released Claims.

3. Payment by Westbay.

Subject to approval of the Settlement by the Superior Court, Westbay agrees to deposit the Maximum Settlement Amount into a Qualified Settlement Fund (“QSF”) set up by the Settlement Administrator for purposes of processing the Settlement and paying the Service Awards, the Full Release Awards, the Settlement Administration Expenses Award, the Attorney’s Fees and Costs Award, the Settlement Awards. Westbay will fully discharge its financial obligations and will not be responsible for making any additional payments except as expressly set forth below, whether to the Settlement Class A Members, Settlement Class B Members, to Plaintiff Roberta Tieskotter, to Class Counsel, to the Settlement Administrator, or otherwise.

4. Calculation of Settlement Awards.

a. Subject to approval by the Superior Court, the calculations of gross (pre-tax) Settlement Awards for Settlement Class A Members will be made by the Settlement Administrator. Westbay will provide data to the Settlement Administrator reasonably necessary for the calculation of the Settlement Awards in the form of an Excel spreadsheet (or spreadsheets), which shall contain the total wages paid by Westbay for work in the State of Washington to each Settlement Class A Member during the Class A Settlement Class Period and a listing of individuals in Settlement Class B. The Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any persons or entities except as required by this Settlement, law, or Court order.

b. The Settlement Administrator shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement A Class Members in conformity with this Agreement. Each Settlement Class A Member shall receive a minimum settlement payment of Fifty and no/100 Dollars (\$50.00). The remaining amounts from the Class A Fund will be allocated to individual Settlement Class A Members pro rata by dividing each Settlement Class Member’s total wages paid by Westbay during the Class A Settlement Class Period by the total aggregate wages paid to all Settlement Class A Members and then multiplying the resulting ratio by the remaining amounts in the Class A Fund.

c. The Settlement Administrator shall provide Westbay and Class Counsel with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class A Members. Westbay and Class Counsel shall have ten (10) days after

receiving this electronic report to review the Settlement Administrator's gross 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 meet and confer within five (5) days in an attempt to resolve any disputes relating to the calculations of the gross amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the gross Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding any disputed calculations of any Settlement Awards for any Settlement Class Members.

d. The Settlement Administrator shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement B Class Members in conformity with this Agreement. Each Settlement Class B Member shall receive an equal share of the Class B Fund.

e. **Allocation of Settlement Awards Between Wages and Non-Wages.** Fifty Percent (50%) of each Class A Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and these amounts shall be reported to the taxing authorities and the Settlement Class A Members on IRS Forms W-2. Fifty Percent (50%) of each Class A Settlement Award and all Class B Settlement Awards will be treated as non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which IRS Forms 1099 (marked "Other Income") shall be issued to the taxing authorities and Eligible Settlement Class Members.

f. **Employer-Side Payroll Taxes.** Required employer share of the payroll taxes associated with the W-2 payments made to Settlement Class A Members, including, but not limited to, employer's share of FICA, Medicare, FUTA, and any other employer-paid, federal, Washington state, or local requirements is estimated to be \$10,000 and shall be paid out of the Maximum Settlement Amount.

5. Attorneys' Fees and Costs Award.

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an Attorney's Fees and Costs Award of no more than thirty percent (30%) of the maximum settlement amount, or one hundred eighty thousand dollars (\$180,000), plus up to an additional seven thousand five hundred dollars (\$7,500) for litigation costs incurred.

6. Service and Full Release Award.

Subject to approval by the Superior Court, the amount paid to Roberta Tieskotter for her service and full release awards shall be Twelve Thousand Five Hundred Dollars (\$12,500). This award will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiff.

7. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Proposed Class, tracing undeliverable mailings, recording, and tracking responses to the mailings to the Proposed Class, tracking and responding to any inquiries

made by any member of the Proposed Class, reviewing Class Counsel's calculation of the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms W-2 and 1099-MISC), performing all related tax reporting to taxing authorities and to Westbay, and issuing the Service Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Westbay, which data shall be presumed to be correct. In addition to the data described in Section VI.4(a), above, Westbay shall, within twenty-one (21) calendar days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Proposed Class: (i) name; (ii) last known address; (iii) last known telephone number (if known and reasonably accessible); (iv) email address (if known and reasonably accessible); and (v) social security number. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential, and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law, or Court order.

c. The Settlement Administrator shall also have the responsibility to determine any Proposed Class Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Class Member is a Settlement Class A Member and/or Settlement Class B Member). Each Proposed Class Member who does not submit a valid and timely request for exclusion will automatically be a Settlement Class Member and eligible to receive a Settlement Award. Within five (5) days after the Notice Deadline, the Settlement Administrator shall provide Westbay and Class Counsel with (1) an electronic report setting forth the names and identities of all Proposed Class Members who submitted a valid and timely Exclusion Form in conformity with this Agreement; (2) an electronic report setting forth the names and identities of all Proposed Class Members who did not submit a valid and timely letter requesting exclusion in conformity with this Agreement ("Exclusion Letter"); (3) copies of all Exclusion Letters returned or received; and (4) copies of all objections returned or received. Westbay and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and objections received. Westbay and Class Counsel shall have seven (7) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to Westbay and Class

Counsel, which results will include the names of all Settlement Class Members and the names of all individuals who opted out of the Settlement.

d. In the event the number of Proposed Class Members who have timely requested exclusion from the Settlement exceeds ten percent (10%) of the total number of Proposed Class Members, Westbay has the right, in its sole discretion, to terminate or not to terminate the Settlement. If Westbay chooses to exercise this right, it shall give written notice to Class Counsel within ten (10) days after receiving the report from the Settlement Administrator required by Section VI.7.c., above.

e. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award of no more than Seven Thousand Five Hundred Dollars (\$7,500). 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.

8. Notice/Approval of Settlement Class Certification and Settlement Agreement.

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Classes, notifying the members of the Proposed Classes, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. If it hasn't already, Class Counsel shall file a motion with the Superior Court to be heard on March 29, 2024, or the earliest date thereafter the Superior Court has available, to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Settlement to members of the Proposed Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order certifying the Settlement Class, preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Proposed Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the "Preliminary Approval Order"). Class Counsel shall provide Westbay with a draft of the proposed motion for preliminary approval and Preliminary Approval Order for review and comment at least three (3) days before the motion is filed. Plaintiff agrees to consider in good faith all comments of Westbay on the draft. Westbay will not oppose the Plaintiff's motion, so long as the motion for preliminary approval and Preliminary Approval Order are in conformity with this Agreement.

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

(1) Within Forty (40) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement to all Proposed Class Members by mail and email.

(2) The Notice of Settlement shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class A Members and/or Settlement Class B Members) and who wish to object to the Settlement must submit to the

Settlement Administrator a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Settlement shall also provide that Proposed Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement on or before the Notice Deadline. Proposed Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and 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.

(4) The Notice of Settlement shall list an estimated Settlement Award and advise Settlement Class Members that they need do nothing (other than not affirmatively opt out) in order to receive it.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

e. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Settlement and/or Exclusion Form to a Proposed Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Proposed Class Member's request for the same.

f. Within the later of twenty one (21) days after the Notice Deadline, or seven days following resolution of challenge as set forth in Section VI.7.c., above, Class Counsel shall file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Proposed Class Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Proposed Class member with copies of their envelopes, and to respond to any objections to the settlement.

g. Subject to the Superior Court's availability and direction but no sooner than twenty-one (21) days after the Notice Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiff. Class Counsel shall provide Westbay with a draft of the proposed motion for final approval, supporting declarations, and proposed Order of Final Judgment for review and comment at least five (5) days before the motion is filed. Plaintiff agrees to consider in good faith all comments of Westbay on the draft documents. If the Superior Court grants its final approval of the Settlement, the Parties will promptly and jointly ask the Superior Court to enter the Final Judgment dismissing the Case with prejudice and without an award of attorney's fees, expenses, or costs to any Party except as provided herein.

h. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continued jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

i. Within ten (10) business days after the Effective Date or September 15, 2024, whichever is later, Westbay shall initiate a transfer of the Maximum Settlement Amount into the QSF. The QSF will hold all funds transferred by Westbay pending the issuance of the Settlement Awards to Settlement Class Members. Until the date that Westbay's funding of the QSF is due, Westbay shall have sole and complete control over all such funds and shall have no obligation to segregate such funds or to place them in escrow or to otherwise earmark them before the funding deadline.

j. Within three (3) business days after the Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall wire transfer or issue and mail checks for the pro rata portions Service and Full Release Award, the Settlement Administration Expenses Award, and the Attorneys' Fees and Costs Award to the respective recipients thereof. Within ten (10) business days after each installment is deposited into the QSF, the Settlement Administrator shall issue and mail the Settlement Award checks. Settlement Award checks for each Settlement Class Member shall include an amount for wages and a separate amount for non-wages (penalties, enhancements, and prejudgment interest). The Settlement Administrator shall withhold and pay to the appropriate taxing authority(ies), all federal, Washington state, and local withholding taxes from each amount for wages, and shall issue appropriate IRS Forms W-2 for each amount for wages. The non-wages (penalties, enhancements, and prejudgment interest) amount shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked "Other Income") issued by the Settlement Administrator. From the QSF, the Settlement Administrator will also calculate and pay all of the required employer share of payroll taxes in connection with issuing the wage checks to Settlement Class Members, including the employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, and local requirements.

k. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class member, Westbay shall instruct the member to contact the Settlement Administrator or Class Counsel. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide Westbay with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by Westbay. If any checks to Settlement Class Members have

not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent by the Settlement Administrator in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). Westbay will not receive funds from any uncashed checks.

1. If the Superior Court does not grant preliminary or final approval of 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 proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

9. No Effect on Employee Benefits.

This Settlement, and any payments made thereunder to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

10. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

c. 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 documents it requires (such as the Notice of Settlement and Exclusion Form).

d. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. 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 the Superior Court's assistance to resolve such disagreement.

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

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

g. Plaintiff and Westbay believe that this is a fair, reasonable and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, considering all relevant factors, present and potential.

h. Plaintiff's counsel and/or the Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website may include a copy of this Agreement and any other documents filed with the Superior Court.

i. The parties agree that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

j. This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed an original, and all of which together shall be deemed one and the same instrument. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

IT IS SO AGREED.

Signature Page to Follow

**COUNSEL FOR PLAINTIFF
ROBERTA TIESKOTTER AND
PROPOSED CLASS**

**OF COUNSEL FOR DEFENDANT
WESTBAY AUTO PARTS INC.**

ENTENTE LAW PLLC

BUCHALTER PC

James B. Pizl, Entente Law, PLLC

Leah Lively, Buchalter

Dated: _____

Dated: _____

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**

WESTBAY AUTO PARTS, INC.

Roberta Tieskotter, individually and on
behalf of the Settlement Classes

Ken Price, President

Dated: _____

Dated: _____

EXHIBIT A
NOTICE OF
SETTLEMENT

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY

Roberta Tieskotter v. Westbay Auto Parts Inc.
Pierce County Superior Court Civil Case No. 23-2-10992-4

— NOTICE OF CLASS ACTION SETTLEMENT —

A court authorized this notice. This is not a solicitation from a lawyer.

TO: All individuals who were employed by Westbay Auto Parts, Inc. in the State of Washington in positions paid on an hourly basis at any time between November 6, 2020, and March 29, 2024, and/or who applied for employment and/or were employed by Westbay in the State of Washington at any time between August 13, 2023, and December 31, 2023.

PLEASE READ THIS NOTICE. A settlement in a class action may affect your rights. You may be entitled to a payment from the settlement. You do not need to do anything to receive a payment so long as your contact information is correct.

- An employees brought claims against Westbay Auto Parts Inc. (hereafter “Westbay”) alleging that Westbay: (1) failed to provide legally compliant meal and rest periods; and (2) violated the Washington Equal Pay and Opportunities Act by failing to disclose the wage scale and salary range in job postings. Westbay strongly denies these claims. The parties have reached a proposed Class Action Settlement.
- Westbay strongly denies any fault, wrongdoing, or liability. If the Parties had not reached a Settlement, Westbay would have continued to vigorously defend against Plaintiff’s claims, including seeking a denial of class certification and a full defense verdict at trial. Westbay agreed to this Settlement to avoid the risk, burden, and expense of further litigation, and as a means of making its employees whole for even any arguable claims relating to the lawsuit.
- The Class Action Settlement includes a total maximum settlement payment by Westbay of Six Hundred Thousand Dollars (\$600,000).
- To qualify for a share of these payments, you must have been employed by Westbay in the State of Washington in a position paid on an hourly basis between November 6, 2020, and March 29, 2024 and/or applied for employment and/or were employed by Westbay in the State of Washington between August 13, 2023 and December 31, 2023, and have not excluded yourself from the Class Action Settlement.

Your Estimated Gross Settlement Award Before Taxes
\$***,***.**

- **You do not need to do anything to be eligible to receive a share of the settlement payment.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be eligible to get a payment for your share of the Class Action Settlement. (You may need to provide the Settlement Administrator with any updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.
ASK TO BE EXCLUDED	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against Westbay with respect to the legal claims in this Case.
OBJECT	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Case still has to decide whether to finally approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved. Please be patient.

1. Why did I get this Notice?

Westbay’s records show that you were employed by Westbay in the State of Washington sometime between November 6, 2020, and March 29, 2024, in a position paid on an hourly basis and/or applied for employment and/or were employed by Westbay sometime between August 13, 2023, and December 31, 2023. The Court has authorized this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who do not affirmatively request to be excluded from the Settlement.

This Notice explains the Case, the Class Action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Case about?

The Plaintiff, Roberta Tieskotter, claims that Westbay violated Washington State wage and hour laws by: (1) failing to provide legally compliant meal and rest periods and (2) failing to disclose the wage scale or salary range in its job postings. Westbay has denied the Plaintiff’s claims.

The Honorable Stanley J. Rumbaugh, of the Superior Court for the State of Washington in and for Pierce County, is overseeing this Class Action. The lawsuit is known as *Roberta Tieskotter v. Westbay Auto Parts, Inc.*, Pierce County Superior Court Civil Case No. 23-2-10992-4 (the “Case”).

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called a “Class Representative” sues on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The employee(s) who sued, and who represent(s) the Class, is/are called the Plaintiff(s).

The person/entity the Plaintiff(s) sue(s) (in this case Westbay) is/are called the Defendant(s). In a class action, one court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Westbay. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representatives and their attorneys think the Settlement is best for everyone in the Class.

5. How do I know whether I am part of the Settlement?

As part of the Settlement of the Case, the Pierce County Superior Court has decided that everyone who fits the following description is a Class A Member:

All individuals who were employed by Westbay in the State of Washington in positions paid on an hourly basis at any time between November 6, 2020, and March 29, 2023.

The Court has decided that everyone who fits the following description is a Class B Member:

All individuals who applied for employment with and/or were employed by Westbay in the State of Washington at any time between August 13, 2023, and December 31, 2023.

If it is approved, the Settlement will cover all Settlement Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members need do nothing (other than refrain from affirmatively opting out of the Settlement).

6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims of Settlement Class Members, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case, including, but are not limited to any claims arising out of or relating to (1) any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods; (2) claims for actual or statutory damages related to Westbay job postings that allegedly failed to disclose the wage scale or salary range; and (3) any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorneys’ fees and costs relating to any of the foregoing are also included.

7. What are the basic terms of the Settlement?

Subject to Court approval, the essential terms of the Settlement are as follows:

Westbay will pay a total of \$600,000, apportioned as follows:

- **Class A Fund:** Approximately \$190,000, which will be available for the payment of Settlement Awards to Settlement Class A Members who do not timely opt out of this Settlement.
- **Class B Fund:** Approximately \$188,000, which will be available for the payment of Settlement Awards to Settlement Class A Members who do not timely opt out of this Settlement.
- **Employer-side Payroll Taxes:** Approximately \$10,000 in employer-side payroll taxes on amounts attributable to wages.
- **Service and Full Release Award:** Up to \$12,500 to Roberta Tieskotter as a service and full release award in recognition of her efforts in prosecuting the Case and in recognition of her full, general release of all known and unknown claims as of the date of the settlement agreement.
- **Settlement Administration Expenses Award:** Up to \$12,000 to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice to Settlement Class Members, handling the claims administration process, processing payments to Settlement Class Members, and handling tax reporting requirements.
- **Attorney's Fees and Costs Award:** Up to \$180,000 to Plaintiff's attorney for the attorney's fees award and up to \$7,500 for actual litigation costs they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Classes.

Monetary Relief: The amount available to the Settlement Class is intended to compensate Settlement Class Members for the wages and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Class Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Each Settlement Class A Member who does not request exclusion shall receive a minimum settlement payment of \$50.00. The remaining amounts after minimum payments from the class fund will be allocated to individual Settlement Class A Members pro rata by dividing each Settlement Class A Member's total wages paid by Westbay during the Settlement Class Period by the total aggregate wages paid to all Settlement Class A Members and then multiplying the resulting ratio by the remaining amounts in the Class Fund. The Class B Fund will be allocated equally among all Class B Members. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). Westbay will not receive funds from any uncashed checks.

Tax Treatment of Settlement Awards: Fifty Percent (50%) of each Settlement Class A Member’s settlement award will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the Settlement Class A Member on an IRS Form W-2. Fifty Percent (50%) of each Settlement Class A Member’s settlement award and all Settlement Class B Member’s settlement awards will be treated as non-wages (a combination of penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099-MISC (marked “Other Income”) shall be issued to the taxing authorities and each Settlement Class Member.

Release of Claims: Upon final approval by the Court, the Settlement Classes and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement will irrevocably release all Released Claims against Westbay. This Release specifically includes any claims arising out of or relating to: (1) any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods; (2) any claims for actual or statutory damages related to Westbay job postings that allegedly failed to disclose the wage scale or salary range; and (3) any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorneys’ fees and costs relating to any of the foregoing.

This Release requires you to waive and precludes you from bringing any Released Claims against Defendant Westbay Auto Parts, Inc., as well as each of their respective (and as applicable) past, current, or future successors and assigns, together with each of their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, investors, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

Dismissal of Action: Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice but shall retain jurisdiction to enforce the terms of the settlement agreement.

8. How can I get a payment?

To get a payment, you don’t need to do anything. As long as you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and will be entitled to payment.

9. When would I get my payment?

The Court will hold a hearing on [HEARING DATE] to decide whether to finally approve the settlement. If the Pierce County Superior Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal’s progress will be made available at [WEBSITE].

If there is no appeal, we expect payments will go out within approximately seventy (70) days of the Court’s final approval of the Settlement. Please be patient.

10. Do I have a lawyer in this case?

The Court has decided that lawyers from the law firm of Entente Law PLLC are qualified to represent you and all Settlement Class Members. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorney’s fees in the amount of \$180,000, and their litigation costs in an amount of up to \$7,500, each of which must be approved by the Court as part of the final approval of this Settlement. Class Counsel has been working on this case since approximately November, 2023, and have not received any fees or reimbursements for the costs of the lawsuit.

12. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by [NOTICE DEADLINE]. You may be excluded as a member of the class by submitting a written request stating, “I request that I be excluded from the Class in the case of Roberta Tieskotter v. Westbay Auto Parts, Inc.” The request must include your name, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [NOTICE DEADLINE]:

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above. This means you will retain the right at your own expense to pursue any claims you may have against Westbay.

13. If I don’t like the Settlement, how do I tell the Court?

If you are a Settlement Class Member, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you can object. You must do so in writing, and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (*Westbay Auto Parts, Inc.*, Pierce County Superior Court Civil Case No. 23-2-10992-4), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address postmarked no later than [OBJECTION DEADLINE]:

14. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at [HEARING TIME] on [HEARING DATE], at the Pierce County Superior Court, Department 6, 930 Tacoma Ave S, Tacoma, WA 98402.

If there are objections, the Court will consider them. Judge Rumbaugh will listen to people who have asked to speak at the hearing (see Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel’s request for attorney’s fees and litigation costs, Settlement Administration Expenses, and Service and Full Release Award for the named Plaintiff. We do not know how long that decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Rumbaugh may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your “Notice of Intention to Appear in *Roberta Tieskotter v. Westbay Auto Parts, Inc.*, Pierce County Superior Court Civil Case No. 23-2-10992-4.” Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE DEADLINE]**, and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Stanley J. Rumbaugh Pierce County Superior Court Department 18 930 Tacoma Ave S Tacoma, WA 98402	James B. Pizl Entente Law PLLC 315 39 th Ave SW, Suite 14 Puyallup, WA 98373	Kimberlee D. Zak Shiers Law Firm 600 Kitsap St, Ste 202 Port Orchard, WA 98366

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Classes and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above.

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website [WEBSITE], which has a copy of the Settlement Agreement posted. Plaintiff’s motion for final approval of the settlement agreement, including Class Counsel’s request for attorney’s fees, costs, Settlement Administration Expenses, and a Service and Full Release Award for the named Plaintiff will be available for you to review on [DATE] at [WEBSITE URL].