

CLASS ACTION SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered by and between Emerald City Statewide, LLC, Emerald City Fence Rentals, LLC, and Statewide Rent-A-Fence, Inc. (collectively, “Defendants”) and the Named Plaintiff, Daniel Barrett (“Plaintiff”), who is acting both individually and in his capacity as the proposed class representative for the proposed Class defined herein and in the proposed class action entitled *Daniel Barrett v. Emerald City Statewide, LLC, et al.*, King County Superior Court Civil Case No. 18-2-25138-9 SEA (the “Case”).

II. Class Certification.

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

III. Investigations and Due Diligence.

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

IV. Settlement Negotiations.

The Parties engaged in settlement negotiations between early April 2019 and the date of this Agreement and in connection therewith outlined the conceptual terms of the Settlement. 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 is in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

V. Defendants’ Denials of Wrongdoing and Non-admission of Allegations.

Defendants have denied and continue to deny each of the claims and contentions alleged by Plaintiff on his own behalf and on behalf of any members of the proposed class alleged by him in the Case. Defendants have asserted, and continue to assert, defenses and objections to the proposed maintenance of this Case as a class action if it were to proceed through litigation instead of settlement. Furthermore, Defendants have expressly denied, and continue 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 Defendants of any fault, wrongdoing, or liability whatsoever. Defendants expressly deny any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then Defendants 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. Defendants agree 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) the expiration of the time for filing an appeal from the Final Judgment or for otherwise seeking appellate review; 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, subject to the Superior Court's approval.

d. **"Settlement Class Period"** means the period from October 5, 2015, through and including December 31, 2018.

e. **"Proposed Class"** or **"Proposed Class Members"** means all individuals who were employed by one or more of the Defendants during the Class Period and who were paid on either an hourly and/or piece rate basis during the Class Period, other than individuals who worked solely in a non-manual office position during the Class Period.

f. **"Settlement Class"** or **"Settlement Class Members"** means all Proposed Class Members, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the Superior Court, and shall retain the right to pursue any alleged individual claim(s) against the Defendant in a separate action.

g. The **"Notice of Settlement"** means the form attached hereto as **Exhibit A**.

h. 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.

i. The “**Notice Deadline**” is forty-five (45) days after the Initial Mailing Date.

j. “**Class Counsel**” means Breskin Johnson Townsend, PLLC, and the Fair Work Center, subject to the Superior Court’s approval.

k. “**Class Fund**” means the aggregate, gross amount the Parties propose be paid to the Settlement Class as Settlement Awards pursuant to this Settlement. The Class Fund shall be calculated as the Maximum Settlement Amount, less the Service Award, the Settlement Administration Expenses Award, and the Attorney Fees and Costs Award. Subject to approval by the Superior Court, the aggregate, gross amount paid to the Settlement Class as part of the Settlement of this Case shall be at least \$248,500.

l. “**Class Member Data**” means the records of names, addresses, positions, dates of employment, last or current pay rates, and date(s) upon which pieceworkers were changed to hourly workers, that Defendants provided and/or will provide to Class Counsel regarding the Proposed Class Members.

m. “**Settlement Awards**” means the amounts the Parties propose be paid to members of the Settlement Class pursuant to this Agreement.

n. “**Service Award**” means the amount the Parties propose be paid to the Named Plaintiff as a service award in recognition for serving as proposed class representative in this Case. Subject to approval by the Superior Court, the amount paid to the Named Plaintiff for his service award shall be \$5,000.

o. “**Settlement Administration Expenses Award**” means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement. Subject to approval by the Superior Court, the amount paid to the Settlement Administrator for the processing of the Settlement shall not exceed \$6,500.

p. “**Attorney Fees and Costs Award**” means the amount the Parties propose be paid to Class Counsel as attorney fees and costs in connection with the prosecution and settlement of the Case. Subject to approval by the Superior Court, the amount to be paid to Class Counsel as attorney fees is 25% of the Maximum Settlement Amount, or \$87,500, and the amount to be paid to Class Counsel for litigation costs shall not exceed \$2,500.

q. “**Maximum Settlement Amount**” means the maximum amount Defendants may be required to pay pursuant to this Settlement, which is the sum of Three Hundred and Fifty Thousand Dollars and 00/100 (\$350,000.00), excluding the employer share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes, which shall be paid separately by Defendants. In no event shall the Maximum Settlement Amount exceed the foregoing sum.

2. Release.

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by the Plaintiff and all members of the Settlement Class of all claims against Defendants, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Complaint with respect to a failure to provide meal periods and/or rest breaks during the Class Period, including, but not limited to, any claims for missed or non-compliant meal periods, any claims for missed or non-compliant rest breaks, and any claims for unpaid overtime, penalties, enhancements, and/or attorneys' fees and costs attendant to any alleged missed or non-compliant meal periods and rest breaks, accruing on or before December 31, 2018. The term "Defendants," as used in this Section 2 ("Release") and as released through the Settlement, includes Emerald City Statewide, LLC, Emerald City Fence Rentals, LLC, and Statewide Rent-A-Fence, Inc., and each of them, as well as their respective past, present, and former parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, together 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.

3. Payment by Defendants.

Subject to approval of the Settlement by the Superior Court, Defendants agree: (a) to pay the Service Award, the Settlement Administration Expenses Award, and the Attorney Fees and Costs Award directly to recipients thereof by issuing a check in their respective names; and (b) to deposit the Class Fund into a Qualified Settlement Fund ("QSF") set up by the Settlement Administrator for purposes of processing the Settlement and paying the Settlement Awards. Defendants will not be responsible for making any additional payments except as expressly set forth below, whether to the Settlement Class Members, to the Named Plaintiff, to Class Counsel, to the Settlement Administrator, or otherwise. By making the payments set forth above and funding the Qualified Settlement Fund, Defendants will fully discharge their financial obligations under this Agreement and shall have no further financial obligations under this Agreement, whether to the Settlement Class Members, to the Named Plaintiff, 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 Members will be made by Class Counsel based on the Class Member Data. Prior to or immediately following execution of this Agreement, Defendants shall provide Class Counsel with a sworn affidavit attesting that the Class Member Data is complete and accurate and includes all Proposed Class Members to the best of Defendants' knowledge and ability. Class Counsel and the Settlement Administrator shall maintain the Class Member Data 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. Class Counsel shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement. Settlement Class Members will be paid a pro rata share of the Class Fund based on Class Counsel's calculations, which take into account the manner in which the Settlement Class

Member was paid (hourly or piece rate), whether and to what extent the Settlement Class Member was subject to automatic time deductions for meal periods and other breaks, the actual or functional (for piece rate workers) hourly rate paid to the Settlement Class Member, and the number of potential meal periods and/or rest breaks by each Settlement Class Member as compared with the hourly rates and number of potential meal periods and/or rest breaks worked by all Settlement Class Members.

c. Class Counsel shall provide Defendants and the Settlement Administrator with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members. Defendants and the Settlement Administrator shall have ten (10) days after receiving this electronic report to review Class Counsel's gross Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Class Counsel. Thereafter, the Parties shall 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. **Allocation of Settlement Awards Between Wages and Non-Wages.** Fifty Percent (50%) of each 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 Members on IRS Forms W-2. Fifty Percent (50%) of each Settlement Award will be treated 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.

e. **Separate Payment of Employer-Side Payroll Taxes.** Defendants will separately fund the payment of the required employer share of the payroll taxes associated with the W-2 payments made to Settlement Class Members (including, but not limited to, employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements).

5. Attorney 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 Fees and Costs Award of no more than \$90,000.

6. Service Award.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiff shall receive a separate Service Award, which will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099 (marked "Other Income") shall be issued to the taxing authorities and Plaintiff. Subject to approval by the Superior Court, the Service Award shall be in the amount of \$5,000.

7. Settlement Administration.

a. The Settlement Administrator shall be responsible for updating all Proposed Class Members' addresses, mailing 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), and performing all related tax reporting to taxing authorities and to Defendants.

b. The Settlement Administrator will perform the foregoing duties based on the Class Member Data, which data shall be presumed to be correct. In addition, Defendants shall, within seven (7) 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: name, last known address, last known phone number (if any), and 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 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 seven (7) days after the Notice Deadline, Class Counsel shall provide Defendants and the Settlement Administrator with true and complete copies of any Exclusion Letters or Objections to the Settlement received from Proposed Class Members, along with their envelopes. Within fourteen (14) days after the Notice Deadline, the Settlement Administrator shall provide Defendants 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; and (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"). Defendants and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. Defendants and Class Counsel shall have ten (10) days after receiving the electronic report to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after a 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 Defendants and Class Counsel, which results will include the names and identities of all Settlement Class Members and the identity 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 twenty percent (20%) of the total number of Proposed Class Members, Defendants have the right, in their sole discretion, to terminate or not to terminate the Settlement. If Defendants choose to exercise this right, they shall give written notice to Class Counsel within ten (10) days after receiving the report from the Settlement Administrator required by Section 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 \$6,500. 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 Class, notifying the members of the Proposed Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. Class Counsel shall file a motion with the Superior Court 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 Defendants with a draft of the proposed motion for preliminary approval and Preliminary Approval Order for review and comment at least five (5) court days before the motion is filed. Plaintiff agrees to consider in good faith all comments of Defendants on the draft. Defendants will not oppose 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) Promptly upon receiving the Class Member Data and other data from Defendants, the Settlement Administrator shall update all addresses therein, using the National Change of Address database and/or any other generally accepted means of doing so.

(2) Within twenty-one (21) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator send the Notice of Settlement to all Proposed Class Members by mail.

(3) The Notice of Settlement shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish to object to the Settlement must submit to Class Counsel a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to Class Counsel on or before the Notice Deadline.

(4) 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 Class Counsel 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.

(5) The Notice of Settlement shall also advise Settlement Class Members that they need do nothing (other than not affirmatively opt out) in order to receive a Settlement Award.

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 "skiptrace" search 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 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. No later than twenty one (21) days after the Notice Deadline, Class Counsel must file with the Superior Court a motion for 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-eight (28) 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 Attorney Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiff. If the Superior Court finally approves the Settlement, the Parties will promptly and jointly ask the Superior Court to enter a Final Judgment dismissing the

Case with prejudice and without an award of attorney fees, expenses, or costs to any Party except as provided herein.

h. After entry of the Final Judgment, the Superior Court shall have continuing 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 five (5) business days after the Effective Date, Defendants will issue and mail to Class Counsel checks for the monies reflected in the Attorney Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award. Within five (5) business days after the Effective Date, Defendants shall also deposit the Class Fund into the QSF. At that same time, Defendants will also transfer into the QSF an amount equal to the estimated employer share of the payroll taxes required on the W-2 payments made to Settlement Class Members (including employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements) as estimated by the Settlement Administrator. Thereafter, if there is any dispute relating to the amount needed for the employer share of required payroll taxes, the Parties and Settlement Administrator shall confer within five (5) days in an attempt to resolve this dispute. In the event they are unable to reach resolution of any such dispute, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the amount required for the employer share of payroll taxes. The QSF will hold all funds transferred by Defendants pending the issuance of the Settlement Awards to Settlement Class Members.

j. The Settlement Administrator shall issue Settlement Award checks within fourteen (14) business days of the Effective Date, and mail the same, along with the Forms W-2 and 1099 to each Settlement Class Member. There shall be two Settlement Award checks for each Settlement Class Member: one check for wages and one check for non-wages (penalties, enhancements, and prejudgment interest). The Settlement Administrator shall withhold, and pay to the appropriate taxing authorities, all federal, Washington state, and local withholding taxes from each check for wages, and shall issue appropriate IRS Forms W-2 for each check for wages. The non-wages (penalties, enhancements, and prejudgment interest) check shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked "Other Income") issued by the Settlement Administrator. Using the funds transferred into the QSF by Defendant for the employer share of the payroll taxes required on the W-2 payments, the Settlement Administrator will also 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. No later than one hundred sixty (160) days after the Settlement Administrator issues the Settlement Award checks, Class Counsel shall file a Satisfaction of Judgment confirming that the payments required by the Final Judgment have been made and that no further actions are needed to comply with the Final Judgment. This shall terminate the Court's jurisdiction over the Case.

l. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable “skiptrace” search 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, Defendants 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 Defendants 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 Defendants. In the event any QSF funds have not been distributed by one hundred twenty (120) days after the initial distribution of the Settlement Award checks, or any checks mailed to Settlement Class Members have not been negotiated within one hundred eighty (180) days after distribution of the Settlement Award checks, such funds shall be considered Residual Funds. The Settlement Administrator shall deliver 50% of these Residual Funds to the Legal Foundation of Washington and 50% to the Unemployment Law Project.

m. 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 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 under the Settlement 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.

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 Defendants believe that this is a fair, reasonable, and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential.

h. The Parties, and each of them, represent that they have not made, and that they will not make, any disclosure of the fact of Settlement or any of the Settlement terms prior to Class Counsel filing the motion for preliminary approval with the exception of disclosures made to those persons who are within each Party's attorney-client privilege.

i. The Parties, and each of them, agree that they have not and will not, prior to the Effective Date: (a) affirmatively contact any member of the media regarding this Settlement; or (b) issue any press releases regarding this Settlement. Plaintiff's counsel and Plaintiff further agree that in response to any inquiry from the media prior to the Effective Date, they will make no comment beyond referring the reporter making the inquiry to the Court file for this Case or to Class Counsel's notice web page, which may contain information about the Settlement. Plaintiff's counsel may create a notice web page with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice web page may include a copy of this Agreement and any other documents filed with the Superior Court.

IT IS SO AGREED.

BRESKIN JOHNSON TOWNSEND, PLLC

Daniel F. Johnson, WSBA #27848
Chiedza Nziramasanga, WSBA 49899
Attorneys for Plaintiff Daniel Barrett and
Proposed Class Counsel

Dated: _____

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**

Daniel Barrett, individually and on behalf of
the Settlement Class

Dated: _____

JACKSON LEWIS, P.C.

Peter Nohle
Counsel for Defendants Emerald City
Statewide, LLC, Emerald City Fence Rentals,
LLC, and Statewide Rent-A-Fence, Inc.

Dated: _____

DEFENDANT

EMERALD CITY STATEWIDE, LLC

By: _____

Dated: _____

DEFENDANT

EMERALD CITY FENCE RENTALS, LLC

By: _____

Dated: _____

DEFENDANT

STATEWIDE RENT-A-FENCE, INC.

By: _____

Dated: _____

EXHIBIT A
NOTICE OF
SETTLEMENT

— NOTICE OF SETTLEMENT —

AUTHORIZED BY THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
King County Superior Court Civil Case No. 18-2-25138-9 SEA

TO: All persons who, at any time from October 5, 2015, through December 31, 2018, were employed by Emerald City Statewide, LLC, Emerald City Fence Rentals, LLC, and/or Statewide Rent-A-Fence, Inc. and who were paid on either an hourly or piece rate basis, other than individuals who worked solely in non-manual, office-based positions.

- A former employee brought claims against Emerald City Statewide, LLC, Emerald City Fence Rentals, LLC, and/or Statewide Rent-A-Fence, Inc. (“Defendants”) for failing to provide compliant meal periods and rest breaks under Washington law. Defendants strongly deny these allegations. The parties to the Case have reached a proposed Settlement.
- The Class Action Settlement, which must first be approved by the Court, includes a total payment by Defendants of \$350,000.
- You do not have 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 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 Defendants 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.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

BASIC INFORMATION

1. What is the Case about?

The Plaintiff, former employee Daniel Barrett, claims that Defendants violated Washington State wage and hour laws by failing to provide meal periods and rest breaks in conformity with the requirements of Washington law. Defendants have denied the Plaintiff’s claims.

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

In a class action lawsuit, 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 entities the Plaintiff sued are called the Defendants. 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.

3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Defendants. 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 Representative and his attorneys think the Settlement is fair, adequate, and reasonable, and in the best interests of the Class Members.

THE TERMS OF THE SETTLEMENT

4. What claims are covered by the Settlement?

The Settlement will resolve all of the claims Settlement Class Members could have brought against the Defendants regarding their alleged failure to provide the meal periods and rest breaks required by Washington law, including any claim for wages, penalties, interest, fees, costs, attorney fees, and all other forms of relief that were sought or could have been sought relating to missed, interrupted, or non-compliant meal periods and rest breaks.

5. What are the basic terms of the Settlement?

Subject to Court approval, Defendants will pay a total of \$350,000 as part of the Settlement, apportioned as follows:

- **Class Fund:** Defendants will pay \$248,500, which will be available for the payment of Settlement Awards to Settlement Class Members who do not timely opt out of this Settlement.
- **Service Award:** Defendants will pay \$5,000 to Plaintiff and Class Representative Daniel Barrett for serving as proposed class representative in this Case.
- **Settlement Administration Expenses Award:** Defendants will pay \$6,500 to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice of the Settlement to Class Members, processing payments to Settlement Class Members, and handling tax reporting requirements.
- **Attorney Fees and Costs Award:** Defendants will pay \$90,000 to Plaintiff's attorney for the attorney fees and litigation costs they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Your settlement payment will be calculated based on the manner in which you were paid (hourly or piece rate), whether and to what extent you were subject to automatic time deductions for breaks, the rate(s) paid to you for your work, and the estimated number and monetary value of the potential meal periods and rest breaks you were entitled to as a result of your work for Defendants. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been deposited within one hundred twenty (120) days after distribution, the funds from those checks will be considered Residual Funds, which will be distributed to the Legal Foundation of Washington.

Tax Treatment of Settlement Awards: Fifty Percent (50%) of each Settlement Class 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 Member on an IRS Form W-2. Fifty Percent (50%) of each Settlement Class Member's settlement award will be treated as non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099 (marked "Other Income") shall be issued to the taxing authorities and the Settlement Class Member. Defendants are also paying all required employer-paid taxes incurred as part of the Settlement.

Release of Claims: Upon final approval by the Court, the Settlement Class 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 claims against Defendants that were brought or that could have been brought based on any facts alleged in the Complaint in this Case relating to the time period from October 5, 2015, through and including December 31, 2018. This Release includes any claims for wages, overtime, penalties, interest, fees, costs, attorney fees and all other forms of relief that were sought or that could have been sought based on the facts alleged in the Complaint relating to missed, interrupted or non-compliant meal periods and rest breaks.

HOW YOU CAN GET PAYMENT

6. How can I get a payment?

To get a payment, you need do nothing. 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.

7. 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 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 www.bjtlegal.com/classactions/emerald-city-fence. If there is no appeal, we expect payments will go out within approximately sixty (60) days of the Court's final approval of the Settlement.

THE LAWYER REPRESENTING YOU

8. Do I have a lawyer in this case?

The Court has decided that the lawyers from the law firm of Breskin Johnson Townsend PLLC and the Fair Work Center 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 your own lawyer, you may hire one at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. 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 Barrett v. Emerald City Statewide.” The request must include your name, your address, and your signature. You must mail a copy of the letter to the Class Counsel at the following address postmarked no later than **[NOTICE DEADLINE]**:

**Breskin Johnson & Townsend PLLC
Emerald City Fence Settlement
1000 Second Avenue Suite 3670
Seattle, Washington 98104**

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, and you will not be bound by the terms of the Settlement, including the Release described in Section 7, above.

OBJECTING TO THE SETTLEMENT

10. 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 (*Daniel Barrett v. Emerald City Statewide, LLC, Emerald City Fence Rentals, LLC, and Statewide Rent-A-Fence, Inc.*, King County Superior Court Civil Case No. 18-2-25138-9 SEA), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to Class Counsel (address above) **postmarked no later than [NOTICE DEADLINE]**:

THE COURT’S FAIRNESS HEARING

11. 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 King County Superior Court, 516 3rd Ave, Seattle, WA 98104, before Judge Barbara Linde, Department 6, Courtroom Number **[]**. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to finally approve the Settlement. You may attend the hearing, but you are not required to attend.

GETTING MORE INFORMATION

12. 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 writing to the Class Counsel (address above), or by visiting the website www.bjtlegal.com/classactions/emerald-city-fence, which has a copy of the Settlement Agreement posted. Plaintiff’s motion for final approval of the Settlement will be available for you to review on **[DATE]** at www.bjtlegal.com/classactions/emerald-city-fence.