

— 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 eighty (180) days after distribution, the funds from those checks will be considered Residual Funds, which will be distributed in equal amounts to the Unemployment Law Project and 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 October 25, 2019 at 9:00 a.m. 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 of more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at <https://bjtlegal.com/case/fence-installation-workers/>. 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 September 21, 2019. 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 September 21, 2019:

**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.

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 in Section 9) **postmarked no later than September 21, 2019**.

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 9:00 a.m. on October 25, 2019 at the King County Superior Court, 516 3rd Ave, Seattle, WA 98104, before Judge Melinda Young, Department 6, Courtroom Number W-817. 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 in Section 9), or by visiting the website <https://bjtlegal.com/case/fence-installation-workers/>, 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 October 12, 2019 at <https://bjtlegal.com/case/fence-installation-workers/>.