

NOTICE OF CLASS ACTION SETTLEMENT

TO: CURRENT AND FORMER SERVER EMPLOYEES OF GREAT WESTERN PACIFIC, INC. FROM DECEMBER 11, 2015 THROUGH SEPTEMBER 20, 2019

- There has been a proposed settlement in a class action lawsuit entitled *Ryan Gallaway, et al. v. Great Western Pacific, Inc.*, King County Superior Court Civil Case No. 19-2-06604-1 SEA.
- Defendant Great Western Pacific, Inc. (“Great Western” or “Defendant”) will pay a total of \$118,750 to settle the lawsuit.
- You have been identified as a Class Member entitled to a payment from the settlement. You will be bound by the settlement. Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

1. Why did I get this notice?

You received this notice because you have been identified from existing records as a Class Member, which includes: Thirty six current and former employees who have been employed to work as servers at the Crab Pot or Fisherman’s restaurants at any time from December 11, 2015 through September 20, 2019, and who did not sign a mandatory individual arbitration agreement with Great Western.

2. What is this lawsuit about?

Plaintiff Ryan Gallaway (“Plaintiff”) claims Defendant violated Washington State law by failing to provide class members all the rest breaks and meal periods to which they were entitled. Defendant denies the claims and contends that it has always allowed its employees sufficient breaks, and has paid them for those breaks.

3. Why is there a settlement?

The Court did not decide the case. Instead, both sides agreed to a settlement. This allows the parties to avoid the cost, risk, and delay of a trial and appeals, and the people affected will be entitled to compensation. The Class Representative and the attorneys think the settlement is best for all Class Members.

4. What claims are resolved by the settlement?

The settlement will resolve all of the claims that Class Members could have brought against Defendant regarding its alleged failure to provide servers all the rest breaks and meal periods they were entitled to receive from December 11, 2015 through September 20, 2019.

5. What are the basic terms of the settlement?

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

Settlement Fund: Defendants will pay \$118,750 for the settlement. This money will be distributed as follows: (a) Approximately \$47,000 will be used to pay the 36 Class Members who do not opt out of the Settlement, (b) \$3,000 will be used to pay the named Plaintiff for his service in representing the Class, (c) approximately \$6,000 will be used to pay settlement administration costs; and, (d) up to \$62,750 will be used to compensate Class Counsel for the fees and costs they have incurred in representing the Class.

Monetary Relief: The settlement allocates approximately \$47,000 to pay Class Members for the wages allegedly owed to them as calculated by Class Counsel based on Great Western’s timekeeping and payroll records. Class Counsel calculated the total value of all rest breaks and meal periods to which Class Members were entitled during the Class Period to be approximately \$39,000, without interest or penalties. Thus, each Class Member will receive an amount that is greater than the value of their allegedly missed breaks.

Tax Treatment of Settlement Payments: Twenty-five percent (25%) of each Class Member’s settlement share will be treated as wages and subject to normal payroll tax withholdings and payments. Seventy-five percent

(75%) of each Class member's share will be treated as damages for penalties and interest on which there will be no tax withholding. Employer-side taxes will not be paid from the Settlement Proceeds. **Please consult an accountant regarding the taxes you may owe on your settlement share.**

Attorney's Fees and Costs: The settlement provides for attorneys' fees, in the amount of up to \$62,750, in addition to the amount available to Class Members. Class Counsel have been working on this case for two years but have not received any fees for their work on the lawsuit.

Class Representative Service Award: The settlement provides for service awards to the Class Representative, Ryan Gallaway, in the amount of \$3,000.00, for initiating the case and serving as class representative.

Release of Claims: Upon final approval by the Court, Class Members will dismiss the lawsuit and release Defendant from all claims brought in this lawsuit. The release specifically includes any claims for unpaid wages, exemplary damages, interest, fees, costs, attorneys' fees and all other claims and allegations made in the lawsuit concerning rest or meal periods, or any assertion of rights relating to any of the foregoing.

Dismissal of Action: Upon Final Approval the Court will enter a Judgment of Dismissal of the Lawsuit with prejudice, but the Court will retain jurisdiction to enforce the terms of the settlement.

6. How can I get a payment?

To get a payment, you do not need to do anything. If your address listed on the envelope containing this notice is correct and you do not request exclusion, you will receive a payment. If you need to update your address, you may call, email, or write to (844) 975-1785, GallawaySettlement@jnd.legal or *Gallaway v. Great Western Pacific Settlement Administrator*, c/o JND Legal Administration, PO Box 91238, Seattle WA 98111.

7. When would I get my payment?

The King County Superior Court will hold a hearing on April 9, 2021 at 8:30am to decide whether to finally approve the settlement. If the Court approves the settlement, the parties will then have to wait to see if there is an appeal. This will take at least 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 available at <https://bjtlegal.com/cases/class-actions/crabpot> or by calling, emailing, or writing to (844) 975-1785, GallawaySettlement@jnd.legal or *Gallaway v. Great Western Pacific Settlement Administrator*, c/o JND Legal Administration, PO Box 91238, Seattle WA 98111. If there is no appeal, we expect payments will go out approximately 45 days after the Court's final approval of the Settlement.

8. Do I have a lawyer in this case?

The Court has decided that lawyers Jeffrey Needle and Daniel Johnson of Seattle, Washington, are qualified to represent you and all Settlement Class Members. They 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.

9. How do I exclude myself from the Settlement?

If you are a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by March 15, 2021. 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 *Gallaway v. Great Western Pacific, Inc.*" The request must include your name, your address, and your signature. You must email or mail a copy of the letter postmarked no later than March 15, 2021 to GallawaySettlement@jnd.legal or *Gallaway v. Great Western Pacific Settlement Administrator*, c/o JND Legal Administration, PO Box 91238, Seattle WA 98111.

10. If I don't like the settlement, how do I tell the Court?

If you are a Class Member and you do not like any part of the settlement, you can object. If you object, you must do so in writing and you must state the reasons why you think the Court should not approve the settlement.

The Court will consider your views. Be sure to include your name, address, and telephone number; the name of the case: *Gallaway, et al. v. Great Western Pacific, Inc.*; the reasons you object to the settlement, and a signature. You must email or mail a copy of the letter postmarked no later than **March 15, 2021** to GallawaySettlement@jnd.legal or *Gallaway v. Great Western Pacific Settlement Administrator*, c/o JND Legal Administration, PO Box 91238, Seattle WA 98111.

11. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on April 9, 2021 at 8:30am at the King County Superior Court, 516 Third Avenue, Seattle, Washington, 98104, in Courtroom W-928 of Judge Regina Cahan. You may get information about attending this hearing by videoconference at <https://bjtlegal.com/cases/class-actions/crabpot>. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You do not have to come to the hearing.

12. What happens if I do nothing at all?

If you do nothing – that is, if you do not mail or deliver a timely Exclusion Form – you will be entitled to a share of the Settlement if it is approved by the Court. Please contact GallawaySettlement@jnd.legal if you need to update your address.

13. How do I get more information?

For further information, **contact** the Settlement Administrator at: (844) 975-1785, GallawaySettlement@jnd.legal or *Gallaway v. Great Western Pacific Settlement Administrator*, c/o JND Legal Administration, PO Box 91238, Seattle WA 98111.