

SETTLEMENT AGREEMENT AND RELEASE

I. Introduction.

This Settlement Agreement and Release ("Agreement") is hereby entered by and between Defendant Great Western Pacific, Inc. ("Great Western" or "Defendant") and Ryan Galloway ("Plaintiff"), who is acting both individually and in his capacity as class representative for the class of employees proposed by Plaintiff ("Class") in the case entitled *Ryan Galloway, et al. v. Great Western Pacific, Inc.*, King County Superior Court Civil Case No. 19-2-06604-1 SEA (the "Case"). Great Western and Plaintiff are referred to collectively as the "Parties."

II. Recitals.

A. Settlement Negotiations. The Parties engaged in extended settlement negotiations. During these negotiations, substantial information was exchanged to allow the Parties to adequately assess their risks and damages. Through the Parties' negotiations, 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 interests 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.

B. Great Western's Denials of Wrongdoing and Non-Admission of Allegations. Great Western does not admit liability for the claims and contentions alleged by Plaintiff on his own behalf, and/or on behalf of any members of the Class. Great Western expressly denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, 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 Great Western of any fault, wrongdoing or liability whatsoever. Great Western expressly denies any such fault, wrongdoing or liability. If the Parties had not reached the Settlement, Great Western would have continued to vigorously defend against Plaintiff's claims.

III. Agreements.

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 approved by the Superior Court, then this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

A. Definitions.

1. “Settlement” means the settlement reached by the Parties through the negotiation process described in Section II.A. above, as set forth in this Agreement.

2. “Class” or “Class Members” means the members of a settlement class consisting of “All servers who are or have been employed by the Great Western at the Crab Pot or Fishermans’ restaurants in Seattle, Washington and/or Bellevue, Washington from December 11, 2015 through September 20, 2019 and who have not signed a valid Arbitration Agreement.”

3. “Qualified Class Members” refers to those Class Members who do not opt out of the Settlement, including the Plaintiff.

4. “Settlement Class Period” means the period from December 11, 2015 through September 20, 2019.

5. “Class Counsel” means Jeffrey Needle and Dan Johnson, subject to the Superior Court’s approval.

6. “Settlement Administrator” means JND Legal Administration, subject to the Superior Court’s approval.

7. “Notice” or “Notice of Settlement” means the notice of this Settlement, which is attached hereto as Exhibit 1 and which the Parties intend to be mailed to Class Members following the Superior Court’s entry of an order granting preliminary approval of the Settlement.

8. The “Initial Mailing Date” is the date that JND first mails the Notice of Settlement approved by the Superior Court to all Settlement Class Members.

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

10. “Valid Exclusion Request” means a request by a Class Member to opt out of the Settlement that meets the following criteria: (i) is in writing; (ii) states that individual’s current address; (iii) contains a request that he/she be excluded from the Settlement Class in the case of *Galloway, et al. v. Great Western Pacific, Inc.*; (iv) is signed; and (v) is mailed to Settlement Administrator at the address provided in the Notice and postmarked within forty-five (45) calendar days after the Initial Mailing Date.

11. “Objection” means a written objection to the Settlement by a Qualified Class Member that is mailed to the Settlement Administrator, along with any supporting documentation that the person wishes the Court to consider, no later than forty-five (45) calendar days after the Initial Notice Mailing Date.

12. “Effective Date” means the date that is the later of: (1) 31 calendar days following the Superior Court’s entry of the Final Approval Order, or (2) if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial approval of the Settlement.

13. “Final Approval Order” refers to an order by the Court that grants final approval of the Settlement and that includes a final judgment dismissing this Case, including all the Plaintiff’s individual claims and any class claims with prejudice in accordance with the terms of this Agreement.

B. Releases. As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement and release of all Qualified Class Member Released Claims, as defined below (the “Releases”). For purposes of the Releases, “Defendant” means Great Western, and their respective past and present parents, subsidiaries, owners, shareholders, officers, directors, employees, agents, representatives, attorneys, insurers, successors, and assigns.

Qualified Class Member Released Claims. “Qualified Class Member Released Claims” shall mean all claims or causes of action that were or could have been asserted by or on behalf of Qualified Class Members, including but not limited to plaintiff Ryan Galloway, against any Defendant based on the facts alleged in the Complaint, including failure to provide rest or meal breaks, failure to pay for missed rest or meal breaks, overtime violations for failure to provide or pay for missed rest or meal breaks, and any other claims relating to missed rest or meal breaks, including claims relating to missed rest or meal breaks that seek penalties, interest, fees, costs, and/or attorneys’ fees.

C. Conditions Precedent to Settlement Taking Effect. The Parties enter into this Agreement and the Settlement on a conditional basis. This Agreement and Settlement is contingent upon, and will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement, consistent with the terms described in this Agreement (or as otherwise agreed upon in writing by the Parties);
2. The Court enters the Final Approval Order; and
3. The Effective Date occurs, and any challenge to the Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement.

In the event the Agreement is not given preliminary or final approval in all material respects and consistent with the terms of this Agreement, or if the Court's Final Approval Order is reversed on appeal, the Agreement shall become null and void.

D. Consequences of Settlement Not Becoming Effective. This Agreement is contingent upon each of the conditions precedent in Paragraph III.C. occurring and is entered into voluntarily by the Parties for settlement purposes only. If the Court does not grant preliminary or final approval of this Settlement or, if appealed, the Settlement is not affirmed, or if for any other reason the Effective Date does not occur:

1. The Parties will take all steps necessary to return the Case to the "status quo" as it existed prior to the Parties seeking approval of the Settlement from the Court;
2. Defendant Great Western does not waive, and, instead, expressly reserves its rights to challenge all claims and allegations in the Case upon all procedural, factual and legal grounds, including, without limitation, the ability to challenge class treatment on any grounds, as well as asserting any and all other potential defenses or privileges;
3. Plaintiff and Class Counsel waive any argument that, based on this Agreement or any negotiations or understandings related to this Agreement, Defendant cannot contest class certification on any grounds available at the time of the Settlement or assert any and all other potential defenses and privileges then available if this action were to proceed.
4. All matters covered by this Agreement and the releases contained herein shall be null and void.
5. Nothing in this Agreement or any draft thereof, or of the discussion, negotiation, documentation, or other aspect of the Parties' settlement discussions, or any document submitted to the Court related to this Agreement, shall have any effect or be admissible in evidence for any purpose in the action or in any other proceeding or forum, nor shall any such matter be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact, and the Parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of the action as if this Agreement never existed.

E. Settlement Consideration. Subject to the settlement taking effect and the Effective Date occurring, Great Western agrees to pay a total of One Hundred Eighteen Thousand Seven Hundred Fifty Dollars and 00/100 Cents (\$118,750.00) (the "Maximum Settlement Amount") for

purposes of settling this lawsuit. The Maximum Settlement Amount shall be "all inclusive," meaning that it shall be used to satisfy all of the following: (1) the settlement awards to be paid to Qualified Class Members (hereafter, the "Settlement Awards"), (2) the employee portions of payroll taxes and withholdings associated with the Settlement Awards, (3) the service award to be paid to the Plaintiff (hereafter, the "Service Award"), (4) the award of attorneys' fees to Class Counsel (hereafter, the "Attorneys' Fees Award"), (5) the expenses and costs of litigation to be paid to Class Counsel (hereafter, the "Cost Payment"), and (6) an award of settlement administration expenses (hereafter, the "Settlement Administration Expenses Award") to be paid to the Settlement Administrator, all as approved by the Superior Court. Notwithstanding any other provision of this Agreement, in no event shall Defendant be obligated to pay more than \$118,750.00 in settlement of the Case, other than for its portion of payroll taxes and withholdings and its attorneys' fees and costs.

F. Calculation of Settlement Awards.

1. Subject to approval by the Superior Court, the calculations of gross (pre-tax) estimated Settlement Awards will be made by Class Counsel based on data to be submitted to Class Counsel by Great Western, which data will be certified, under oath by a person with direct knowledge, to be complete and accurate to the best of Great Western's ability.

2. Great Western has provided Class Counsel with sufficient information to calculate awards for the Class Members. Class Counsel will provide this data to the Settlement Administrator to allow the Settlement Administrator to calculate potential awards. The Parties will provide other data, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement, including the Social Security Numbers or ITINs that Great Western uses or used for paying each Class Member. 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 law or Court order. Notwithstanding the foregoing, the Settlement Administrator may disclose individual Class Member data to the individual Class Member to whom the data applies.

3. The Settlement Administrator shall be responsible for calculating the gross amounts of estimated Settlement Awards in conformity with this Agreement. The Settlement Administrator will use the data provided by Great Western and instructions from Class Counsel to calculate an estimated Settlement Award for each Class Member.

4. Final Settlement Awards will be calculated after the Notice Deadline to determine the appropriate award for each Qualified Class Member. The Settlement Administrator shall prepare an electronic report setting forth the results of these calculations and calculating and deducting appropriate tax withholdings in compliance with the terms of this Agreement.

5. Proportional Distribution of the Net Settlement Fund. Each Qualified Class Member will be allocated a proportional amount of the Net Settlement Fund. Each Qualified Class

