

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

### I. Recitals.

A. Introduction. This class action settlement agreement (the “Settlement Agreement”) details and finalizes the terms for settlement of class claims set forth between the parties on February 23, 2017. This Settlement Agreement is entered by and among Plaintiff To’avalu Tupua (“Plaintiff”), individually and on behalf of the members of the proposed settlement class defined herein in Section II.A (the “Settlement Class”), and Defendants Sodexo, Inc. and Sodexomagic LLC (collectively, “Sodexo” or “Defendants”), (collectively, the “Parties”), in the matter of Tupua v. Sodexo, Inc. and Sodexomagic LLC, King County Superior Court Case No. 16-2-08852-0 KNT (the “Action”). In the Action, Plaintiff alleged that Defendants violated RCW 49.46, RCW 49.48, RCW 49.52, and Chapter 7.45 of the City of SeaTac Municipal Code (the “Ordinance”) by failing to pay Plaintiff and a proposed Class the minimum wage mandated by the Ordinance. Defendants deny these allegations, but wish to resolve Plaintiff’s claims without the cost and uncertainties associated with litigation.

B. Purpose. Pursuant to the terms set forth below, Plaintiff and Sodexo enter into this Settlement Agreement to bring about a full, complete and final resolution of all claims asserted in the Action against Sodexo by Plaintiff and the Settlement Class. The Parties agree to settle the Action as it relates to Sodexo pursuant to the provisions of this Settlement Agreement, which are set forth in detail below. Plaintiff and counsel for Plaintiff and the proposed Settlement Class (“Class Counsel”) judge the Settlement Agreement to provide fair, reasonable, and adequate relief to the Settlement Class and to be in the best interests of the Settlement Class.

### II. Settlement Terms.

#### A. The Settlement Class.

This Settlement Agreement is entered into and on behalf of the 30 current and former employees whom Sodexo previously identified to Plaintiff as proposed Class members in this Action and who fall within the following definition: all current and former hospitality workers who were employed by Defendants in SeaTac, Washington at any time from January 1, 2014 through to August 31, 2015 (the “Proposed Class Members”). Excluded from this Proposed Class are Defendants, any entity in which Defendants have a controlling interest or which has a controlling interest in Defendants, and Defendants’ legal representatives, assignees and successors. Also excluded are the Judges to whom this case has been assigned and any member of the Judges’ immediate family.

If any one of these employees submits a timely exclusion request form as set forth in Section II.G of this Agreement, that employee shall lose his or her Proposed

Class Member status and shall not benefit from nor be bound by the Settlement Agreement. The Settlement Class shall be composed of those Proposed Class Members who do not submit a timely exclusion request form as set forth in Section II.G of this Settlement Agreement (“Settlement Class Members”). “Eligible Class Members” refers to those Settlement Class Members, other than Plaintiff, who timely submit Claim Forms to participate in the Settlement Award. Plaintiff shall be an Eligible Class Member without needing to submit a Claim Form in order to obtain her Settlement Award(s).

B. Settlement Proceeds.

Sodexo shall pay a total of \$315,000 (the “Settlement Fund”) with no right to reversion. The Settlement Fund shall be allocated as follows:

1. Plaintiff’s Incentive Award: An incentive award to Plaintiff of \$5,000, subject to Court approval, for her service as the Settlement Class Representative. If the Court awards anything less than \$5,000 in relation to the incentive award request, then the difference between \$5,000 and the amount received by Plaintiff shall be treated as part of the Class Fund as defined below.
2. Attorneys’ Fees and Litigation Costs: Class Counsel shall, in conjunction with the Court’s hearing on final approval of this Agreement, apply to the Court for an award of attorneys’ fees to be paid from the Settlement Fund, in accordance with statutory fee-shifting and cost-shifting principles as well as the fee agreement executed by Plaintiff. Class Counsel shall also, in conjunction with the Court’s hearing on final approval of this Agreement, apply to the Court for reimbursement of Class Counsel’s litigation costs to be paid from the Settlement Fund, in accordance with statutory fee-shifting and cost-shifting principles as well as the fee agreement executed by Plaintiff. Such fees and costs shall reflect Class Counsel’s fees and costs for acting as Settlement Administrator as set forth below.
3. The remaining funds after the foregoing (the “Class Fund”) shall be paid to Eligible Class Members, subject to Court approval. The payments will be distributed to Eligible Class Members in accordance with Section II.E.

C. Settlement Administrator.

Subject to Court approval, Class Counsel shall act as and effectuate the duties of the Settlement Administrator in accordance with this Settlement Agreement. Class Counsel shall be able to request their fees and costs as Settlement Administrator from the Court to be paid out of the Settlement Class Fund identified above.

D. Effective Date and Settlement Payments.

This Settlement Agreement shall become effective when all of the following events have occurred: (i) this Settlement Agreement has been executed by the Parties and their counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) notice has been given to the Proposed Class Members, providing them with an opportunity to opt out of the Settlement and to timely complete and submit Claim Forms; (iv) the Court has held a formal fairness hearing and entered a final order and judgment certifying the Settlement Class, dismissing this case with prejudice, and approving this Settlement Agreement, including awarding a reasonable amount of attorney's fees and litigation costs to Class Counsel; and (v) the Effective Date has occurred. The effective date of the Settlement ("Effective Date") shall be the later of either (1) the expiration of the time for filing an appeal from the Court's entry of a final judgment order (31 days from Entry of Judgment) 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 without material change to the Settlement. No money will be distributed unless and until the Effective Date occurs.

Within twenty one (21) days of the Effective Date, Sodexo shall pay the Class Fund which shall be submitted to the Settlement Administrator in the form of awards checks to be paid to the Eligible Class Members, minus applicable taxes as set forth below. At that time, Sodexo shall also submit to the Settlement Administrator all appropriate tax forms to be provided to the Eligible Class Members reflecting the payments made to them by Sodexo under this Agreement.

After receipt of a Form W-9 from Class Counsel, and within twenty one (21) days of the Effective Date, Sodexo shall pay to Class Counsel all attorneys' fees and litigation costs awarded by the Court.

After receipt of a Form W-9 from Plaintiff, and within twenty one (21) days of the Effective Date, Sodexo shall distribute any Court-approved service award to Plaintiff through Class Counsel. This award shall not be characterized or taxed as wages. Sodexo shall report the service award payment on IRS Forms 1099 (marked "Other Income").

E. Distribution of the Settlement Class Fund.

Each Eligible Class Member shall be entitled to an individual award from the Class Fund. Class Counsel shall calculate this individual award, subject to Court approval, based on the difference between what was paid to Eligible Class Members

versus the prevailing minimum wage rate established by the SeaTac Minimum Wage Ordinance during the applicable period.

Subject to Court approval, Class members, other than Plaintiff, will be required to submit claim forms to the Settlement Administrator, with the Settlement Administrator subsequently issuing payments to those Eligible Class members who timely submit claim forms. If a Settlement Class Member does not submit a claim form, he or she will be fully bound by the terms of this Settlement Agreement unless he or she submits a timely and valid exclusion request as set forth in Section II.G.

Each individual award shall be allocated as 66.66 percent being for payment of wages and 33.34 percent being for payment of interest as non-wages. This allocation shall not apply to the service award to the named Plaintiff because no part of such award is for the payment of wages.

Sodexo shall be responsible for reporting all settlement award payments and for forwarding all payroll taxes, withholdings, and other deducted amounts associated with the wage portions of settlement award payments to the necessary government entities. Sodexo shall report the wage portions of settlement award payments on IRS Forms W-2 and shall report the non-wage portions of settlement award payments on IRS Forms 1099 (marked "Other Income").

Within twenty-one (21) days of the Effective Date, Sodexo shall prepare and submit two checks (the "Settlement Checks") to the Settlement Administrator to send to each Eligible Class Member: one for the wage portion of the award (after all proper tax withholdings) and one for the non-wage portion of the award (with no tax withholdings). At the same time, Sodexo shall submit the applicable IRS forms identified above to the Settlement Administrator.

Within thirty-five (35) days of the Effective Date, the Settlement Administrator will mail the Settlement Checks and applicable tax forms to Eligible Class Members based on the addresses they identified in the Claim Forms they submitted to the Settlement Administrator (unless they subsequently verify a different mailing address to send the Settlement Checks).

Eligible Class Members shall have 180 calendar days from distribution to cash their Settlement Checks. If a Settlement Check remains uncashed 210 days after distribution, the funds associated with that check shall be deemed unclaimed and abandoned, and Sodexo shall promptly request the placement of a stop payment on the check. The funds from each unclaimed and abandoned Settlement Check as well as any associated payroll taxes, withholdings, or other deducted amounts shall be disbursed by Sodexo to the Washington Wage Claim Project.

Within 230 days after distribution, Sodexo shall provide Class Counsel with a final accounting of all disbursements from the Settlement Class Proceeds.

F. Class Notice.

1. The Parties agree to request approval of the form of notice attached hereto as Exhibit A. The fact that the Court may require changes in the form of notice does not invalidate this Settlement Agreement if the changes do not materially affect the substance of the Settlement Agreement.
2. Notice to the Class Members shall be provided as ordered by the Court. The Parties anticipate that the Class Members will receive such notice directly through first class mail and also by electronic mail using the most recent contact information available.
3. In preparation for the issuance of notice to the Class Members, Sodexo shall produce to the Settlement Administrator in electronic form the Members' last known mailing addresses, email addresses, and telephone numbers.
4. No later than ten days after the entry of an order granting preliminary approval of this Settlement Agreement, the Settlement Administrator shall issue notice to the Class Members in the form and manner approved by the Court. The date on which this notice is sent shall be deemed "the Initial Notice Mailing Date."
5. If a Class Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the Class Notice to that forwarding address. If a Class Notice is returned as undeliverable and without a forwarding address, the Settlement Administrator will use reasonable efforts to obtain a current address for the class member and send the notice to that address. The Settlement Administrator shall also mail, and email if applicable, a Class Notice to any Class Member who timely contacts the Settlement Administrator.
6. The Notice shall provide that, in order to receive a Settlement Award, each Settlement Class Member must timely submit a completed, signed Claim Form that confirms his/her contact information and provides his/her individual release consistent with Section III below. The fully completed Claim Form must be

received by the Settlement Administrator no later than thirty calendar days after the Initial Notice Mailing Date. Plaintiff will not be required to submit a Claim Form.

7. The Notice shall include a pre-stamped envelope addressed to the Settlement Administrator which the Class Members can use to return the completed Claim Form.
8. No later than forty calendar days after the Initial Notice Mailing Date, Settlement Administrator shall notify Sodexo of all individuals who have submitted a timely and valid claim form.

G. Exclusion from Class.

1. Each Class Member who properly submits a timely written request for exclusion shall be excluded from the Settlement Class and shall have no rights under this Settlement Agreement. An exclusion request shall be deemed timely if it is postmarked no later than thirty calendar days after the Initial Notice Mailing Date and received by the Settlement Administrator.
2. An exclusion request must: (i) be in writing; (ii) state the individual's current address; (iii) contain the following statement: "I/we hereby request that I/we be excluded from the proposed settlement class in the case of Tupua v. Sodexo, Inc. ; (iv) be signed; and (v) be mailed to and received by the Settlement Administrator at the address provided in the Class Notice and postmarked within thirty calendar days from the Initial Notice Mailing Date.
3. No later than forty calendar days after the Initial Notice Mailing Date, Settlement Administrator shall notify Sodexo of all individuals who have submitted a timely and valid request for exclusion.
4. Neither Party nor their counsel shall encourage any Class Member to opt-out of the Settlement.

H. Objections to the Settlement Agreement.

1. The notice form sent to Class Members shall inform them of the right to object to this Settlement Agreement. If a person wishes to have the Court consider such an objection, the person (1) must not exclude himself or herself from the Settlement Class and (2)

must mail to the Settlement Administrator a written objection, along with any supporting documentation that the person wishes the Court to consider. The objection must be received by the Settlement Administrator at the address provided in the Class Notice and postmarked within thirty calendar days from the Initial Notice Mailing Date. The Settlement Administrator will submit copies of any such objection to counsel for Sodexo within five days of receiving the objection. The Parties shall apprise the Court of any such objections at a formal fairness hearing. If such objection is submitted and overruled by the Court, the objecting member of the Settlement Class shall remain fully bound by the terms of this Settlement Agreement so long as it is granted final approval by the Court.

2. The Parties shall submit any responses to objections no later than forty calendar days after the Initial Notice Mailing Date.
3. Neither Party nor their counsel shall encourage any member of the Settlement Class to file an objection to this Settlement Agreement.
4. Any Settlement Class Member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of this Settlement Agreement or Class Counsel's petition for attorneys' fees and costs shall waive and forfeit any and all rights to appear separately or object. All members of the Settlement Class shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in this Action.

### III. Release.

#### A. Plaintiff.

In consideration of her class representative incentive award, her Class Fund share, and the other terms and conditions of the Settlement Agreement, Plaintiff, on behalf of herself and her heirs, successors and assigns, and all other persons who could assert a claim against Sodexo based on Plaintiff's employment relationship or dealings with Sodexo, waives and releases any and all claims that exist or might exist against Sodexo and its former, current, and future direct and indirect owners, predecessors, successors, parents, affiliates, subsidiaries, joint ventures, divisions, partners (whether general or limited), directors, officers, employees, managers, agents, attorneys, insurers, and customers, and their respective successors and assigns ("Sodexo Released Parties," and each a "Sodexo Released Party"), including but not limited to those raised

in the Action; those released by Settlement Class Members as set forth below; and those arising from or related to her employment with Sodexo (the “Plaintiff’s Released Claims”).

B. Settlement Class Members.

As of the Effective Date of this Settlement Agreement, each and every member of the Settlement Class, individually and as a Settlement Class, for themselves, their spouses, executors, representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Settlement Agreement, the sufficiency of which is acknowledged, will, to the extent permitted by law, fully and finally release Sodexo, and all Sodexo Released Parties, from any and all past or present claims, debts, demands, causes of action, liabilities, losses, obligations, interest, attorneys’ fees, costs, expenses, damages, exemplary damages, and injuries of every kind, nature and description that accrued during the period from January 1, 2014 to August 31, 2015 and that directly or indirectly related to, or arose out of, or stemmed from the subject matter of this Action as set forth in the Complaint. The released claims include, but are not limited to, statutory claims under RCW 49.46.130, RCW 49.46.120, RCW 49.46.090, RCW 49.48.010, RCW 49.48.030, RCW 49.52.050, RCW 49.52.060, RCW 49.52.070, RCW 19.86.010-.920, Chapter 7.45 of the SeaTac Municipal Code. (Collectively, all released claims described in this paragraph are “Settlement Class Members’ Released Claims.”)

C. Class Counsel.

In consideration of their awarded Attorneys’ Fees and Litigation Costs, Class Counsel and any counsel associated with Class Counsel hereby fully and finally release Sodexo, and all Sodexo Released Parties, of any and all claims to any further attorneys’ fees and expenses in connection with the Action (the “Class Counsel’s Released Claims”).

D. No Effect on Other Benefits.

Payments from the Settlement Fund will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Settlement Agreement to Plaintiff or Settlement Class Members, and Settlement Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Settlement Agreement.

**IV. Preliminary and Final Approval Procedures.**

A. No later than fourteen calendar days after the execution of this Settlement Agreement, Counsel for Plaintiff shall file a motion with the Court for a preliminary order approving the Settlement Agreement.



B. The final approval hearing will be held on such date as the Court, in its discretion, may order.

C. No later than fifty-five calendar days after the Initial Notice Mailing Date, Class Counsel shall file a motion requesting that the Court grant final approval of the Settlement Agreement and enter final judgment as to Sodexo in the Action.

D. In the event the Settlement Agreement is not given preliminary or final approval in all material respects and as set forth in this Settlement Agreement, or the Court's final approval order is reversed on appeal, the Settlement Agreement shall become null and void.

**V. Final Approval Order.**

The Parties shall use their best efforts to secure the Court's issuance of a Final Approval Order. The Final Approval Order shall, among other things:

A. Find that the Court has personal jurisdiction over the Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement Agreement;

B. Approve the Settlement Agreement as fair, adequate and reasonable, and consistent and in compliance with the applicable provisions of the law and direct the Parties and their counsel to implement and consummate this Settlement Agreement according to its terms and provisions;

C. Find that notice substantially in the form of Exhibit A and the notice procedure implemented pursuant to this Agreement: (i) constitute the best practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to inform Class Members of their right to object to the proposed Settlement Agreement and to appear at the Final Approval Hearing; (iii) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of the Washington Court Rules.

D. Dismiss the Action on the merits and with prejudice with respect to Sodexo, and award attorneys' fees and litigation costs to Class Counsel pursuant to this Agreement;

E. Incorporate the Releases set forth in Section III;

F. Without affecting the finality of the Final Approval Order and Judgment for the purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

- G. Incorporate any other provisions as the Court deems necessary and just.

Provided that the Final Approval Order and Judgment is consistent with the material terms of this Agreement and does not reduce Plaintiff's Incentive Award or awards anything less to Class Counsel than 20% of the Settlement Fund as Attorneys' Fees or fails to award Class Counsel's litigation costs, including costs for acting as Settlement Administrator, Plaintiff, Settlement Class Members who did not timely submit an objection to the Settlement, Sodexo, and their respective counsel hereby waive any and all rights to appeal from the judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings.

**VI. Miscellaneous Provisions.**

A. No Admission of Wrongdoing. The Parties hereto acknowledge that the execution of this Settlement Agreement and the consummation of the transactions contemplated herein do not constitute any admission of liability by Sodexo under state or local law, whether or not such claims have been pled in the instant action.

B. Dismissal. In connection with the issuance of an order granting final approval of this Settlement Agreement, the Parties shall present the Court with a final order of dismissal with prejudice as to Sodexo and request immediate entry of that order.

C. Continuing Jurisdiction. The Superior Court in and for King County, Washington shall have continuing jurisdiction over this Action for the purpose of implementing this Settlement Agreement and all related matters, including preliminary approval of the Settlement Agreement, final approval of the Settlement Agreement, entry of final judgment as to Sodexo, and any post-judgment issues.

D. Bankruptcy. Sodexo agrees it does not intend to and shall not file for bankruptcy prior to the Effective Date of this Agreement.

E. Reasonable Best Efforts. The Parties agree to undertake their reasonable best efforts, including, without limitation, all efforts contemplated herein, to carry out the terms of this Settlement Agreement. In addition to the documents and other matters specifically referenced in the Settlement Agreement, the Parties agree to execute and/or deliver, or cause to be executed and/or delivered, such other documents and/or other materials necessary to carry out the terms and conditions of

this Settlement Agreement, as may be reasonably necessary to effect the obligations contemplated by the Settlement Agreement.

F. Amendments/Modifications. Subject to any power of the Court to order a modification, this Settlement Agreement may be amended or modified only by a written instrument signed by each of the Parties and their respective counsel of record. Amendment and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

G. Construction. The terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties. This Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Settlement Agreement.

H. Counterparts. This Settlement Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

I. Tax Consequences: No opinions concerning the tax consequences of the proposed settlement to individual Class Members are given by Sodexo, Plaintiff, or Class Counsel, nor are any representations in this regard made by virtue of this Settlement Agreement. Each Eligible Class Member's tax obligations, if any, and the determination thereof, is the sole responsibility of the Class Member, and the tax consequences, if any, depend on the particular circumstances of each individual Eligible Class Member.

J. Governing Law: This Settlement Agreement shall be governed by, and interpreted according to, the law of the State of Washington without regard to its choice of law provisions.

K. Integrated Agreement: After this Settlement Agreement is signed and delivered by all Parties and their counsel, this Settlement Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Settlement Agreement and its exhibits.

L. Parties Bound: This Settlement Agreement shall be binding upon and inure to the benefit of Plaintiff, the Settlement Class, and Sodexo, and the respective heirs, successors and assigns of each of the foregoing.


M. No Evidence: In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the relief provided therein. Further, neither this Settlement Agreement nor any related negotiations, statements, or proceedings shall be construed as, offered as, used as, or deemed to be evidence or an admission or concession by any person of any matter, including but not limited to any liability or wrongdoing on the part of Sodexo or as a waiver by it of any applicable defense.

N. Waiver: The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior or subsequent to, or contemporaneous with, this Settlement Agreement.

THE PARTIES HEREBY AGREE TO THE ABOVE SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES:


DATED: March 31, 2017

SODEXO, INC.

By:   
Its: Senior Vice President

DATED: March 29, 2017

SODEXOMAGIC, LLC

By:   
Its: Executive Vice President

DATED: March \_\_, 2017

\_\_\_\_\_  
TO'AVALU TUPUA  
Plaintiff

M. No Evidence: In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the relief provided therein. Further, neither this Settlement Agreement nor any related negotiations, statements, or proceedings shall be construed as, offered as, used as, or deemed to be evidence or an admission or concession by any person of any matter, including but not limited to any liability or wrongdoing on the part of Sodexo or as a waiver by it of any applicable defense.

N. Waiver: The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior or subsequent to, or contemporaneous with, this Settlement Agreement.

THE PARTIES HEREBY AGREE TO THE ABOVE SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES:

DATED: March \_\_, 2017

SODEXO, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: March \_\_, 2017

SODEXOMAGIC, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: March 28, 2017

  
\_\_\_\_\_  
TO'AVALU TUPOU  
Plaintiff

Approved as to form:

DATED: March 28, 2017

REKHI & WOLK, P.S.

By: 

HARDEEP REKHI  
GREGORY WOLK  
Counsel for Plaintiff

DATED: ~~March~~ <sup>April</sup> 10, 2017

LANE POWELL

By: 

RUDY ENGLUND  
MICHAEL REILLY  
Counsel for Defendants