

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered on November 1, 2023, by and between Defendants PPC Solutions, Inc., Phoenix Protective Corporation, Jagrut Shah, and Sheila Leslie (collectively, “Defendants”) and the named plaintiffs, Krista Kane¹ and Devin Maggard (collectively, “Plaintiffs” and, together with “Defendants,” “the Parties”), who are each acting both in their respective individual capacities and their capacities as class representatives for the Class defined herein and in the action entitled *Belle, et al. v. PPC Solutions, Inc., et al.*, Case No. 20-2-02871-1 KNT (the “Case”), currently pending in King County Superior Court, WA.

II. Litigation and Due Diligence.

The Parties have conducted substantial discovery, investigated the facts and the law, and extensively litigated the Case. As part of their prosecution and defense of the Case, the Parties and their counsel have (a) interviewed and deposed witnesses; (b) collected, produced, and analyzed extensive electronic time records, payroll data, and other information concerning the composition of the Class; (c) evaluated the merits of Plaintiffs’ claims and Defendants’ defenses; (d) filed and responded to various motions, including motions for class certification, summary judgment, and motions to compel; (e) conducted a mediation; and (f) amply considered and analyzed their respective claims and defenses.

III. Settlement Negotiations.

The Parties engaged in mediated settlement negotiations on September 28, 2023, which continued through the date of this Agreement. The Parties used an experienced mediator, Lou Peterson. All settlement negotiations have been conducted in good faith and at arm’s length. Through their litigation, 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 Plaintiffs believe is in the best interest of the Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations.

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 order approving the Settlement and dismissing this Case with prejudice (“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.

¹ Plaintiff Krista Belle changed her name to Krista Kane. This document will refer to her as Krista Kane.

b. “**Settlement**” means the settlement reached by the Parties through the negotiation process described in Section III above.

c. “**Settlement Administrator**” means Simpluris, subject to the Superior Court’s approval.

d. “**Settlement Class Period**” means the period from January 31, 2017, through the date of this Agreement.

e. “**Class**” or “**Class Members**” means all current and former employees of Defendants, who at any time from January 31, 2017 until August 8, 2023 worked as security guards for Defendants while based or residing in the State of Washington. Excluded from the Definition of Class Members is any person who has submitted a valid opt-out form and any person not previously identified by Defendants as a class member, but who otherwise falls within the definition of Class Member. There are currently 2,559 class members; class membership may decrease if individuals opt out.

f. “**Settlement Class**” or “**Settlement Class Members**” means all Class Members, exclusive of any person who submits a valid and timely Exclusion Request. Only Settlement Class Members are bound by the terms of this Agreement, or any Final Judgment entered by the Superior Court, and shall release the right to pursue any alleged individual claims against Defendants 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 Class Members.

i. The “**Notice Deadline**” is sixty (60) days after the Initial Mailing Date.

j. “**Class Counsel**” means Rekhi & Wolk, P.S. and Hayward Law, PLLC, subject to the Superior Court’s approval.

k. “**Class Fund**” means the aggregate gross amount to be paid to the Settlement Class as Settlement Awards pursuant to this Settlement, subject to approval by the Superior Court. The Class Fund shall be calculated as the Settlement Amount minus any court-approved Service Award, Settlement Administration Expenses Award, and Attorneys’ Fees and Costs Award. The Parties estimate the Class Fund will be One Million Six Hundred Thirty-Three Thousand Three Hundred Sixty-Six Dollars And Sixty-Seven Cents (\$1,633,366.67).

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

m. “**Service Award**” means the amount the Parties propose be paid to each Named Plaintiff in recognition of their efforts in prosecuting the Case. Subject to approval by the Superior Court, the amount paid to each Named Plaintiff for their Service Award shall be Ten Thousand Dollars (\$10,000.00).

n. “**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 Thirteen Thousand Three Hundred Dollars (\$13,300).

o. “**Attorneys’ Fees**” means the amount the Parties propose be paid to Class Counsel as attorneys’ fees and costs in connection with their prosecution and settlement of the Case. Subject to approval by the Superior Court, the amount to be paid to Class Counsel as attorneys’ fees shall not exceed 1/3 of the Settlement Amount, or Eight Hundred Thirty-three Thousand Three Hundred Thirty-three and 33/100 Dollars (\$833,333.33).

p. “**Settlement Amount**” means the total amount Defendants are required to pay pursuant to this Settlement, which is the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000). The Settlement Amount will include all payments made to the Settlement Class, all service payments, all settlement administration costs (including preparation of all IRS forms), and all of Plaintiffs’ attorney’s fees and costs. Defendants shall pay separately, in addition to the Settlement Amount, the employer’s portion of payroll taxes attributable to the portions of the individual settlement allocations that are characterized as wages.

2. Release. As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by the Named Plaintiffs and all members of the Settlement Class of all claims accrued in the Settlement Class Period, that were brought on behalf of the Class against Defendants based on any facts alleged in the Complaint, including but not limited to a failure to pay all hours worked (including for training and overtime), failure to provide meal and rest breaks, failure to provide paid sick leave, making unlawful deductions from wages, and any claims derived from such released claims, including those for penalties, enhancements, and/or attorneys’ fees and costs related to these claims.

Upon the final approval (and except as to such rights or claims as may be created by this Settlement Agreement), Krista Kane, Devin Maggard, and Defendants agree to a mutual release hereby releasing each other from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, liquidated or exemplary damages, punitive damages, losses, fines, liens, interest, restitution or other equitable relief, actions, or causes of action of whatever kind or nature, whether known or unknown through the September 28, 2023, including federal, state, and municipal claims based on common law, statutes, ordinances, or regulations, lawsuits, administrative actions, arbitrations, and participation to any extent in any pending or future class, collective, or representative actions, or other action of any kind.

Subject to approval of the Settlement by the Superior Court, Defendants agree to pay the entire settlement amount as well as the employer-side taxes as calculated by the Settlement Administrator to an account as directed by the Settlement Administrator one (1) week after the Effective Date and the date on which the Settlement Administrator has provided Defendants with the calculation of the employer-side taxes and instructions for transmitting the amount, whichever is later.

3. 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 records that have been submitted to Class Counsel by Defendants, which records Defendants confirm are accurate. Defendants have provided data to Plaintiffs' counsel reasonably necessary for the calculation of the Settlement Awards in the form of an Excel spreadsheet (or spreadsheets), which contain data or information sufficient to show the time Class Members worked during the Settlement Class Period and their rates of pay. Any data provided to Class Counsel or the Settlement Administrator pursuant to this Agreement shall be used solely for the purposes of administering this Settlement and not for any other purpose. Class Counsel and the Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any other persons or entities except as required by this Settlement, law, or Court order.

b. Defendants represent they have taken all reasonable efforts to obtain accurate payroll data, and that to the best of Defendants' knowledge, information, and belief, the following payroll data produced in discovery to class counsel is complete and accurate: payroll check history for February 1, 2017 to December 10, 2020, produced on or around December 16, 2020 as Bates numbers PPC_000387 through PPC_011079; timekeeping report for January 31, 2017 to November 30, 2020, produced on or around December 16, 2020 as Bates number PPC_011080; payroll check history for February 1, 2017 to December 10, 2020, produced on or around January 7, 2021 as Bates numbers PPC_019873 through PPC_020728; timekeeping report for January 31, 2017 to November 30 2020, produced on or around January 11, 2021 as Bates numbers PPC_020730 and PPC_020731; payroll check history for February 11, 2017 to August 23, 2022, produced on or around September 16, 2022 as Bates number PPC_055877; payroll check history for January 31, 2017 to August 13, 202, produced on or around September 16, 2022 as Bates number PPC_055878; payroll check history for February 11, 2017 to August 23, 2022, produced on or around September 28, 2022 as Bates number PPC_055926; payroll check history for January 31, 2017 to August 13, 202, produced on or around September 28, 2022 as Bates number PPC_055927; payroll check history report for January 7, 2021 to August 8, 2023, produced on or around September 20, 2023 as Bates number PPC_070358; timekeeping report for January 7, 2021 to August 8, 2023, produced on or around September 20, 2023 as Bates number PPC_070359; payroll check history for January 31, 2017 to August 13, 202, produced on or around September 16, 2022 as Bates number PPC_055927. In the event there is a dispute as to the completeness or accuracy of the data, the Parties will confer in good faith to resolve the dispute expeditiously.

c. Class Counsel shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement and in a manner designed to provide a fair and reasonable allocation of the Class Fund among the Class Members. Settlement Class Members will be paid a pro-rata share of the Class Fund based on Class Counsel's damages calculations, which take into account the data related to work performed, the hourly rates, deductions, and the number of hours worked for each Settlement Class Member as compared with the data related to work performed, the hourly rates, deductions, and number of hours worked by all Settlement Class Members. Class Counsel may weight damages based on Class Counsel's opinion of the probability of success of any particular claim.

Class Counsel shall provide the Settlement Administrator with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members.

d. **Allocation of Settlement Awards.** For tax and withholding purposes, individual settlement allocations shall be treated as follows: one-half of each individual settlement allocation distributed to a Settlement Class Member shall be deemed to be wages, subject to payroll taxes, and the Settlement Administrator shall issue appropriate IRS Forms W-2; and one-half of each individual settlement allocation distributed to a Settlement Class Member shall be deemed to be non-wage payments in lieu of interest, double damages, and treble damages and the Settlement Administrator shall issue appropriate IRS Forms 1099. Defendant shall be separately responsible for paying the employer's portion of payroll taxes attributable to the portions of the individual settlement allocations that are characterized as wages, as calculated by the Settlement Administrator, which the Settlement Administrator shall disburse to the IRS or appropriate state agency. Defendant's payment of the employer's portion of payroll taxes shall be in addition to, and shall not come out of, the Settlement Amount. Except for the employer's portion of payroll taxes, Defendant shall have no responsibility or liability for any federal or state taxes owed in connection with the payments made in connection with this Settlement Agreement. The Settlement Administrator shall withhold from each Settlement Class Member's payment, and disburse to the IRS or appropriate state agency, the employee's portion of payroll taxes and tax withholding attributable to wages.

4. Attorneys' 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 Attorneys' Fees and costs of no more than Eight Hundred Thirty-Three Thousand Three Hundred Thirty-three and 33/100 Dollars (\$833,333.33).

5. Service Awards.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, each of the Named Plaintiffs 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 Named Plaintiffs by the Settlement Administrator. Subject to approval by the Superior Court, each Service Award shall be in the amount of Ten Thousand Dollars (\$10,000.00). These Service Awards, in the amount approved by the Superior Court, will be paid out of the Settlement Amount.

6. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Class, tracking and responding to any inquiries made by any member of the Class, printing, issuing and mailing the checks for Settlement Awards, preparing, mailing, and filing tax forms to the parties (issued from the Settlement Administrator or Trust Account as the payer), the Class, and the relevant taxing authority, as well as any other related tasks mutually agreed to by the Parties.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Class Counsel. In addition to the data described in Section III.3(a) above, Defendants shall, within five (5) 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 Settlement Class: name, last known address, last known telephone and non-work email address (to the extent previously included in a production to Class Counsel in this case), and social security number. Other data may be provided, upon request from the Settlement Administrator or Class Counsel, as reasonably necessary to administer the settlement under this Agreement. All such data shall be treated as private and confidential, and not be used or disclosed to any persons or entities, except as required by this Settlement, law, or Court order. With the exception of social security numbers, the Settlement Administrator may share data with Class Counsel to facilitate its duties of administering the settlement.

c. The Settlement Administrator shall also have the responsibility to track any Class Member's exclusion request. Within five (5) 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 Class Members who submitted a valid and timely exclusion request in conformity with this Agreement ("Exclusion Request"); (2) an electronic report setting forth the names and identities of all Class Members who did not submit an Exclusion Request; (3) copies of all Exclusion Requests returned or received; and (4) copies of all objections returned or received. 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. The Settlement Administrator shall retain the originals of all Exclusion Requests returned, along with their envelopes, and objections received. Defendants and Class Counsel shall have seven (7) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Request and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after 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 Requests and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Requests 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 Requests and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to Defendants and Class Counsel, which will include the names and identities of all Settlement Class Members and the identity of all individuals who opted out of the Settlement.

d. 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 Thirteen Thousand Three Hundred (\$13,300). The costs, fees, and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Amount approved by the Court.

7. 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, notifying the members of the 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 Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement, in the form of proposed order attached hereto as **Exhibit B** (the “Preliminary Approval Order”).

c. Subject to the Superior Court’s approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within thirty (30) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator will send the Notice of Settlement to all Class Members by mail and email.

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

(3) The Notice of Settlement shall also provide that Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement on or before the Notice Deadline. Class Members who fail to submit a valid and timely Exclusion Request 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.

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

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Class Members to opt out of 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 “skip trace” search using the National Change of Address database 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. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Settlement to a Class Member at an address or email address obtained by other means

if the Notice of Settlement is returned as undeliverable or upon the Class Member's request for the same.

f. Within the later of thirty (30) days after the Notice Deadline, or seven days following resolution of challenge as set forth in Section III.6(c) *supra*, Class Counsel must file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Class Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Class member, to respond to any objections to the settlement, and to seek entry of a Final Approval Order in the form of proposed order attached hereto as **Exhibit C**.

g. Subject to the Superior Court's availability and direction a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to each of the Named Plaintiffs. 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 attorneys' fees, expenses, or costs to any Party except as provided herein.

h. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, 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 twenty (20) days after the receipt of all funds, the Settlement Administrator will issue and mail to Class Counsel checks for the monies reflected in the court-approved Attorneys' Fees and Costs Award and Service Awards. The Settlement Administrator will also issue a check to itself for the amount of the court-approved Settlement Administration Expenses Award.

j. Within twenty (20) days after the receipt of all funds, the Settlement Administrator shall mail the Settlement Award checks to the Settlement Class Members, along with any attendant tax forms.

k. No later than one hundred sixty (160) days after the Settlement Administrator mails 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 "skip trace" search using the National Change of Address database 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 concerning the settlement or payment under this Agreement, 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 Class Counsel 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. In the event any funds have not been distributed or checks have not been negotiated by one hundred twenty (120) days after the initial distribution of the Settlement Award checks, such funds shall be considered Residual Funds.

m. The Settlement Administrator shall issue a check for those Residual Funds to the Washington State Department of Revenue's Unclaimed Property program. No portion of the Settlement Amount will revert to Defendants.

n. 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.

8. No Effect on Employee Benefits.

This Agreement, and any payments made under the Agreement to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

9. 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. For any persons who fit the definition of Class Members, as defined above, but were not identified by Defendants as Class Members, the parties agree that the Statute of Limitations as to any claim released by the Settlement Class is tolled for the period of time this matter was pending. 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.

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. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

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

IT IS SO AGREED.

**COUNSEL FOR NAMED
PLAINTIFFS AND CLASS
COUNSEL**

REKHI & WOLK, P.C.



Hardeep S. Rekhi
Counsel for Named Plaintiffs and Class
Counsel

Dated: 11 / 06 / 2023

Hayward Law PLLC



Dan Hayward
Hayward Law PLLC
905 Riverside Ave., Suite 505
Spokane, Washington 99201
Counsel for Named Plaintiffs and Class
Counsel

Dated: 11 / 06 / 2023

COUNSEL FOR DEFENDANTS

LITTLER MENDELSON P.C.

Mathias Deeg
Counsel for Defendants

Dated: _____

**PHOENIX PROTECTIVE CORPORATION
AND PPC SOLUTIONS**

Sheila Leslie,
Owner/Manager

Dated: _____

**NAMED PLAINTIFF AND CLASS
REPRESENTATIVE**

K&K

Krista Kane, individually and on behalf of the
Settlement Class

Dated: 11 / 06 / 2023

INDIVIDUAL DEFENDANT

Jagrut Shah, individually and in his capacity as
an agent, owner, and/or manager of Phoenix
Protective Corporation and PPC Solutions., a
Washington Corporation.

Dated: _____

**NAMED PLAINTIFF AND CLASS
REPRESENTATIVE**

Devin Maggard

Devin Maggard individually and on behalf of
the Settlement Class

Dated: 11 / 06 / 2023

INDIVIDUAL DEFENDANT

Sheila Leslie, individually and in her capacity as
an agent, owner, and/or manager of Phoenix
Protective Corporation and PPC Solutions, a
Washington Corporation.

Dated: _____

EXHIBIT A
NOTICE OF
SETTLEMENT

**SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR KING COUNTY**

Krista Belle and Devin Maggard v. Phoenix Protective Corp. and PPC Solutions, Inc.
Case No. 20-2-02871-1 KNT

— NOTICE OF SETTLEMENT —

A court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or not. Please read this notice carefully.

TO: All current and former employees of *Phoenix Protective Corp. and PPC Solutions, Inc.*, who at any time from January 31, 2017 through August 8, 2023 worked for either company while based or residing in the State of Washington.

- Two former security guard employees, Krista Belle and Devin Maggard, (“Plaintiffs”) have sued Phoenix Protective Corporation and PPC Solutions, Inc. (“Phoenix” or “Defendants”) based on alleged violations of Washington state wage and hour laws. In particular, Plaintiffs allege that Phoenix failed to pay minimum and overtime wages to security guards for all hours worked including attending mandatory orientation and training programs, failed to provide for and pay for missed meal and rest breaks, failed to provide mandatory safe and sick time and indicate such time on security guards’ paystubs, and made unlawful deductions from security guards’ pay. Defendants deny the allegations in the lawsuit.
- In order to resolve the lawsuit, and without any party admitting liability, the Plaintiffs and Defendants have agreed to a Class Action Settlement.
- The Class Action Settlement includes a total settlement payment by Defendants of \$2,500,000.
- To qualify for a share of this payment, you must have been employed by Phoenix Protective Corporation and PPC Solutions, Inc. and worked for the company while based or residing in Washington between January 31, 2017, and August 8, 2023 and have not excluded yourself from the Class Action Settlement.
- 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.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Action Settlement. 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.
- The Court in charge of this Case still has to decide whether to finally approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved and Defendants fully fund the settlement. **We expect payments will go out spring/summer of 2024.** Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

Defendants records show that you were employed by Phoenix Protective Corporation and/or PPC Solutions, Inc. and worked while based or residing in Washington between January 31, 2017, and August 8, 2023. The Court has allowed this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members, unless they affirmatively request to be excluded from the Settlement.

This Notice explains the Case, the Class Action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Case about?

The Class Representatives claim Defendants have violated Washington wage and hour laws and regulations by: (1) failing to pay minimum and overtime wages to security guards for all hours worked including time spent in orientation and training, (2) failing to provide adequate rest breaks to security guards, (3) failing to provide adequate meal breaks to security guards, (4) making unlawful deductions from security guards' pay, (5) failing to provide security guards with mandatory paid safe and sick time and statements showing how much time had accrued, and (6) willfully refusing to pay wages owed to security guards.

Phoenix Protective Corporation and PPC Solutions deny all of the above claims and allegations. Defendants maintain that all security guards were paid the wages required by state and local laws, that security guards had adequate and compliant rest and meal break time, that all deductions from security guards' pay were proper, and that security guards were provided all required safe and sick time.

Plaintiffs' Complaint in this lawsuit is available at <https://www.rekhiwolk.com/class-actions/phoenix/>.

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

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Plaintiffs Krista Belle and Devin Maggard) sue on behalf of other people who may have similar claims. The people and the Class Representatives together are called a “Class” or “Class Members.” The persons or companies that have been sued (in this case Phoenix Protective Corporation and PPC Solutions, Inc.) are called the Defendants.

4. Why is there a Settlement?

Both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial. The Class Representatives and their attorneys think the Settlement is best for everyone in the Class.

WHO IS IN THE SETTLEMENT

5. How do I know whether I am part of the Settlement?

A Superior Court Judge decided that the following individuals are Class Members: All current and former employees of PPC Solutions, Inc. and/or Phoenix Protective Corporation who worked as security guards at any time from January 31, 2017 through August 8, 2023 while based or residing in the State of Washington.

If it is approved, the Settlement will cover all Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members need do nothing.

THE TERMS OF THE SETTLEMENT

6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims Settlement Class Members could have brought against Defendants regarding orientation and training pay, failure to provide proper meal and rest breaks, and improper deductions in violation of Washington law, as well as any claims for attendant penalties, interest, fees, costs, attorneys’ fees and all other forms of relief that were sought or could have been sought based on the facts alleged in the Complaint.

7. What are the basic terms of the Settlement?

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

Defendants will pay a total of \$2,500,000 as part of the Settlement, apportioned as follows:

- **Class Fund:** \$1,633,966.67 which will be available for the payment of Settlement Awards to Settlement Class Members who do not timely opt out of this Settlement.
- **Service Awards:** \$10,000 each to Named Plaintiffs and Class Representatives as service awards in recognition of their efforts in prosecuting the Case.

- **Settlement Administration Expenses Award:** An amount not to exceed \$13,300 to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice of the Settlement to Settlement Class Members, handling the claims administration process, processing payments to Settlement Class Members, handling tax reporting requirements.
- **Attorneys' Fees and Costs Award:** \$833,333.33 to Plaintiffs' counsel for the attorneys' fees and costs for litigation they have incurred and will incur through final judgment in representing Named Plaintiffs and the Settlement Class.

Monetary Relief: The amount available to the Settlement Class is intended to compensate Settlement Class Members for the wages and other compensation the Named Plaintiffs claim that allegedly were underpaid and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically have a settlement payment issued to their last known address. Your settlement payment will be calculated based on an analysis of your time records at PPC Solutions, Inc. and/or Phoenix Protective Corporation, which includes your hours worked and rates of pay. The calculation of the settlement award for each individual Settlement Class Member will be based on the percentage relationship between the dollar value of your damages and the aggregate dollar value of all damages. The damages will be weighted based on the probable success of the claims. 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. Any Residual Funds will be distributed to the Washington State Department of Revenue's Unclaimed Property program. Defendants will not receive funds from any uncashed checks.

Tax Treatment of Settlement Awards: 50% of each Settlement Class Member's settlement award will be treated as wages from which withholdings will be made and a W-2 issued and 50% of each Settlement Class Member's settlement will be treated as non-wages on which there will be no tax withholding and for which an IRS Form 1099 (marked "Other Income") may be issued to the taxing authorities and the Settlement Class Member by the Settlement Administrator. **Each Class Member should consult a tax advisor with respect to any concerns regarding the tax treatment of this award.**

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 for the period from January 31, 2017 through the [ADD Specific date of the Settlement Agreement] that were brought or that could have been brought based on any facts alleged in the Complaint in this Case. This Release specifically includes any claims for wages, overtime, deductions, meal breaks and rest breaks, paid sick leave, penalties, interest, fees, costs, attorneys' fees and all other forms of relief that were sought or that could have been sought based on the facts alleged in the Complaint.

Dismissal of Action: Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice but shall retain jurisdiction to enforce the terms of the Settlement.

HOW YOU CAN GET PAYMENT

8. 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.

9. 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 King County Superior 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. **If there is no appeal, we expect payments will go out in Spring/Summer of 2024.** Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Lawyers from the law firm of Rekhi & Wolk, P.S. and Hayward Law, PLLC represent you and all Settlement Class Members. These lawyers are called “Class Counsel.” You will not be charged extra for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorneys’ fees and costs in the combined amount of \$833,333.33, which must be approved by the Court as part of the final approval of this Settlement. Class Counsel have been working on this case since approximately January 2019 and have not received any fees for their work or reimbursements for the costs of the lawsuit.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. 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 *Belle v. Phoenix*.” The request must include your name, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [NOTICE DEADLINE]:

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. If you exclude yourself,

you will not be bound by the terms of the Settlement, including the Release described in Section 7, above. This means you will retain the right at your own expense to pursue any claims you may have against Defendants.

OBJECTING TO THE SETTLEMENT

13. 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 (*Belle, et al. v. PPC Solutions, Inc., et al., Case No. 20-2-02871-1 KNT*), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than [OBJECTION DEADLINE]**:

THE COURT'S FAIRNESS HEARING

14. 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 at 516 3rd Ave, Room C-203, Seattle, WA 98104. The Court may provide for a video hearing in addition to or instead of an in-person hearing. If the Court provides a video hearing, the details will be posted to the website as it becomes available.

If there are objections, the Court will consider them. Judge David Whedbee will listen to people who have asked to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel's request for attorneys' fees, costs, Settlement Administration Expenses, and Service Award for the Named Plaintiffs. We do not know how long that decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge David Whedbee may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear in *Belle, et al. v. PPC Solutions, Inc., et al., Case No. 20-2-02871-1 KNT*" Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE**

DEADLINE], and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. David Whedbee King County Superior Court 516 3rd Ave, Room C-203, Seattle, WA 98104	Hardeep Rekhi Gregory A. Wolk Rekhi & Wolk, P.S. 529 Warren Avenue North, Suite 201 Seattle, Washington 98109 Dan Hayward Hayward Law PLLC 905 Riverside Ave., Suite 505 Spokane, Washington 99201	Mathias Deeg LITTLER MENDELSON, P.C. One Union Square 600 University Street, Suite 3200 Seattle, WA 98101

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Section 7, above.

GETTING MORE INFORMATION

18. 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 visiting <https://www.rekhiwolk.com/class-actions/phoenix/>, which has a copy of the Settlement Agreement posted. Plaintiffs' motion for final approval of the settlement agreement, including Class Counsel's request for attorneys' fees, costs, Settlement Administration Expenses, and a Service Award for the Named Plaintiffs will be available for you to review on **[DATE]** at <https://www.rekhiwolk.com/class-actions/phoenix/>.

EXHIBIT B
PROPOSED
PRELIMINARY
APPROVAL ORDER

THE HONORABLE DAVID WHEDBEE
Noted for Consideration: [DATE]
Without Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

KRISTA BELLE and DEVIN MAGGARD, on
their own behalf and on the behalf of all others
similarly situated,

Plaintiffs,

v.

PPC SOLUTIONS, INC., a Washington
Corporation; PHOENIX PROTECTIVE
CORPORATION, a Washington
Corporation; JAGRUT SHAH, individually
and/or the marital community composed of
JAGRUT SHAH and JANE DOE SHAH;
and SHEILA LESLIE, individually and/or
the marital community composed of
SHEILA LESLIE and JOHN DOE LESLIE,

Phoenix.

No: 20-2-02871-1 KNT

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs Krista Kane¹ and Devin Maggard have applied for an order preliminarily approving the settlement of this action as stated in the Settlement Agreement (attached as Exhibit 1 to the Declaration of Hardeep S. Rekhi in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement), which sets forth the terms and conditions

¹ Ms. Belle recently changed her last name to Kane. We will refer to her as her current name, Ms. Kane. While working for Phoenix, Ms. Kane's last name was White.

1 for a proposed class action settlement and for dismissal of the action with prejudice upon the
2 terms and conditions set forth therein;

3 WHEREAS, the Court has read and considered the Settlement Agreement, the exhibit
4 thereto, and the briefing submitted in support of preliminary approval of the settlement and is
5 fully advised;

6 NOW, THEREFORE, IT IS HEREBY ORDERED:

7 Unless otherwise provided herein, all capitalized terms in this Order shall have the same
8 meaning as set forth in the Settlement Agreement.

9 1. The Court preliminarily approves the Settlement Agreement and the terms set forth
10 therein—including the relief afforded the Settlement Class, the service awards to the Plaintiffs,
11 the attorneys’ fees and costs award to Class Counsel, and the Settlement Administration expenses
12 award—as being fair, reasonable and adequate. The Settlement Agreement is the result of arm’s
13 length negotiations between experienced attorneys who are familiar with class action litigation
14 in general and with the legal and factual issues of this case in particular.

15 2. The Court appoints Simpluris as Settlement Administrator. The Court approves the
16 Settlement Administrator to perform the functions required by the terms of the Settlement
17 Agreement. The Court also approves reasonable compensation and costs to the Settlement
18 Administrator in accordance with the Settlement Agreement.

19 3. A final fairness hearing (“Final Fairness Hearing”) for purposes of determining whether
20 the Settlement should be finally approved, shall be held before the Court on
21 _____, 202__, at _____ a.m./p.m. in the courtroom of the Honorable
22 David Whedbee at King County Superior Court, 516 Third Avenue, Courtroom E-201, Seattle,
23 Washington. At the hearing, the Court will hear arguments concerning whether the proposed
24 Settlement and the terms and conditions provided for in the Settlement Agreement should be
25 granted final approval by the Court as fair, reasonable and adequate. The Court will also consider
26

1 Class Counsel's request for attorneys' fees and costs and for a service payment to each of the
2 Class Representatives, and rule on any other matters that the Court deems appropriate.

3 4. The Court approves, as to form and content, the Notice of Settlement to be sent to the
4 members of the Settlement Class, which is attached to the Settlement Agreement as **Exhibit A**.
5 In addition, the Court finds that distribution of the Notices in the manner set forth in Paragraph
6 5 of this Order and Section III.7 of the Settlement Agreement will meet the requirements of due
7 process and applicable law, will provide the best notice practicable under the circumstances, and
8 will constitute due and sufficient notice to all individuals entitled thereto.

9 5. The procedure for distributing notice shall be as follows:

10 a. Within five (5) days of the date of this Order, Defendants shall produce to the
11 Settlement Administrator for each Class Member in MS Excel format: name, last known address,
12 last known telephone number and non-work email address (to the extent previously included in
13 a production to Class Counsel in this case), and social security number.

14 b. No later than thirty (30) days of the date of this Order, the Settlement
15 Administrator shall issue notice to all Settlement Class Members ("Class Notice") by regular
16 mail and email. The date on which Class Notices are sent shall be deemed the "Initial Mailing
17 Date."

18 c. Before mailing the Class Notices, the Settlement Administrator will perform
19 normal and customary address updates and verifications as necessary.

20 d. The Class Notice shall provide that Class Members may exclude themselves from
21 the Settlement by submitting a written request which must be postmarked and received by the
22 Settlement Administrator within sixty (60) days from the Initial Mailing Date.

23 e. If a Class Notice is returned as undeliverable with a forwarding address provided
24 by the United States Postal Service, the Settlement Administrator will promptly resend the Class
25 Notice to that forwarding address. If a Class Notice is returned as undeliverable and without a
26

1 forwarding address, the Settlement Administrator will perform a reasonable skip trace, and if it
2 obtains a more recent address, will resend the Class Notice.

3 f. The Settlement Administrator shall also mail a Class Notice to any Class Member
4 who contacts the Settlement Administrator or one of the Parties and requests a Class Notice.

5 6. No later than thirty (30) days from the deadline for Settlement Class Members to submit
6 exclusions and objections to this Settlement Agreement, or within seven (7) days following
7 resolution of a dispute as set forth in Section III.6(c), Class Counsel shall file a motion requesting
8 that the Court grant final approval of the Settlement Agreement and enter final judgment as to
9 Defendants in the Action.

10 7. The Court reserves the right to adjourn the date of the Final Fairness Hearing without
11 further notice to the members of the Settlement Class and retains jurisdiction to consider all
12 further applications arising out of or connected with the proposed Settlement Agreement.

13 8. If the Court does not enter an order finally approving the Settlement, or if the Settlement
14 does not become final for any other reason, then the action shall proceed as if the Settlement
15 Agreement had not been executed.

16 IT IS SO ORDERED.

17
18 DATED this _____ day of _____, 2023.

19
20
21 _____
22 JUDGE DAVID WHEDBEE

1 Presented by:

2 REKHI & WOLK, P.S.

3 By: /s/ Hardeep S. Rekhi, WSBA #34579

4 Hardeep S. Rekhi, WSBA #34579

5 Gregory A. Wolk, WSBA #28946

6 Cameron Mease, WSBA #59550

7 529 Warren Ave North, Suite 201

8 Seattle, Washington 98109

9 Telephone: (206) 388-5887

10 Facsimile: (206) 577-3924

11 E-mail: hardeep@rekhiwolk.com

12 greg@rekhiwolk.com

13 cameron@rekhiwolk.com

14 HAYWARD LAW PLLC

15 By: /s/ Daniel R. Hayward

16 Daniel R. Hayward, WSBA No. 51293

17 905 W Riverside Ave. Suite 505

18 Spokane, WA 99201

19 Telephone: (509) 838-9146

20 E-Mail: dan@haywardlaw.net

21 *Attorneys for Plaintiffs and the Class*

EXHIBIT C
PROPOSED FINAL
APPROVAL ORDER

THE HONORABLE DAVID WHEDBEE
Noted for Consideration: [DATE]
Without Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

KRISTA BELLE and DEVIN MAGGARD, on
their own behalf and on the behalf of all others
similarly situated,

Plaintiffs,

v.

PPC SOLUTIONS, INC., a Washington
Corporation; PHOENIX PROTECTIVE
CORPORATION, a Washington
Corporation; JAGRUT SHAH, individually
and/or the marital community composed of
JAGRUT SHAH and JANE DOE SHAH;
and SHEILA LESLIE, individually and/or
the marital community composed of
SHEILA LESLIE and JOHN DOE LESLIE,

Phoenix.

No: 20-2-02871-1 KNT

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

WHEREAS, Plaintiffs Krista Kane¹ and Devin Maggard have applied for an order finally approving the settlement of this action as stated in the Settlement Agreement (attached as Exhibit 1 to the Declaration of Hardeep S. Rekhi in Support of Plaintiff's Motion for Final Approval of Class Action Settlement), which sets forth the terms and conditions for a proposed class action

¹ Ms. Belle recently changed her last name to Kane. We will refer to her as her current name, Ms. Kane. While working for Phoenix, Ms. Kane's last name was White.

1 settlement and for dismissal of the action with prejudice upon the terms and conditions set forth
2 therein;

3 WHEREAS, on XXXX, this Court entered an Order Granting Plaintiffs' Motion for
4 Preliminary Approval of Class Action Settlement. That Order directed the Settlement
5 Administrator to provide notice to members of the Settlement Class, which informed them of:
6 (1) the proposed Settlement and the Settlement's key terms; (2) the date, time, and location of
7 the Final Approval Hearing; (3) the right to object to the proposed Settlement and the procedure
8 for doing so; and (4) the right to opt out of the proposed Settlement and the procedure for doing
9 so;

10 WHEREAS, the Court, upon Notice having been given as required in the Preliminary
11 Approval Order, and having considered the proposed Settlement Agreement, as well as all papers
12 filed, and upon conducting the Final Fairness Hearing with counsel present as proscribed in the
13 Preliminary Approval Order and set forth in the Notice disseminated to the Settlement Class;

14 NOW, ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

15 1. This Court has jurisdiction over this matter and over all Parties, including all
16 members of the Settlement Class. Pursuant to the agreement of the Parties, the Settlement Class
17 includes those Two Thousand Five Hundred Fifty-Nine (2,559) individuals identified by the
18 Parties as Settlement Class Members prior to the deadline for Class Members to object or opt
19 out.

20 2. The Notice provided to the Settlement Class conforms with the requirements of
21 CR 23, the Washington and United States Constitutions, and any other applicable law, and
22 constitutes the best notice practicable under the circumstances, by providing individual notice to
23 all Class Members who could be identified through reasonable effort, and by providing due and
24 adequate notice of the proceedings and of the matters set forth therein to the other Class
25 Members. The Notice fully satisfied the requirements of due process.

1 3. The Court finds that the Settlement was entered into in good faith as the result of
2 arm's-length negotiations between experienced attorneys, that the Settlement is fair, reasonable,
3 and adequate, and that the Settlement satisfies the standards and applicable requirements for final
4 approval of this class action Settlement under Washington law, including the provisions of CR
5 23.

6 4. No Settlement Class Members have objected to or opted out of the Settlement.

7 5. Upon entry of this Order, compensation to the participating members of the
8 Settlement Class shall be effected pursuant to the terms of the Settlement Agreement.

9 6. In addition to any recovery that Plaintiffs may receive under the Settlement, and
10 in recognition of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves
11 the payment of a service awards to Plaintiffs, in the amount of \$10,000 each.

12 7. The Court approves the payment of settlement administration expenses to
13 Simpluris up to the amount of \$13,300 as set forth in the Settlement Agreement. The settlement
14 administration expenses award shall be distributed to Simpluris in accordance with the terms of
15 the Settlement Agreement.

16 8. The Court approves the payment of attorneys' fees, costs, and expenses to Class
17 Counsel in the sum of \$833,333.33. The attorneys' fees and costs award shall be distributed to
18 Class Counsel in accordance with the terms of the Settlement Agreement.

19 9. Upon the date on which this order is entered (the "Effective Date"), Plaintiffs and
20 all members of the Settlement Class shall have, by operation of this Order and the accompanying
21 Judgment, fully, finally and forever released, relinquished, and discharged Defendants from all
22 claims as defined by the terms of the Settlement. Upon the Effective Date, all members of the
23 Settlement Class shall be and are hereby permanently barred and enjoined from the institution or
24 prosecution of any and all of the claims released under the terms of the Settlement.

1 HAYWARD LAW PLLC

2 By: /s/ Daniel R. Hayward

3 Daniel R. Hayward, WSBA No. 51293

4 905 W Riverside Ave. Suite 505

5 Spokane, WA 99201






6 Telephone: (509) 838-9146

7 E-Mail: dan@haywardlaw.net

8 *Attorneys for Plaintiffs and the Class*

Title	Phoenix Settlement Agreement
File name	2023.11.06 Belle ...ent Agreement.pdf
Document ID	331bb8c29608e74472c330115cdde0f084222b00
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	11 / 06 / 2023 11:33:29 UTC-8	Sent for signature to Hardeep S. Rekhi (hardeep@rekhiwolk.com), Dan Hayward (dan@haywardlaw.net), Krista Kane (knicole3j@gmail.com) and Devin Maggard (devinmaggard93@gmail.com) from calvin@rekhiwolk.com IP: 24.18.229.27
 VIEWED	11 / 06 / 2023 11:38:21 UTC-8	Viewed by Dan Hayward (dan@haywardlaw.net) IP: 174.31.87.117
 VIEWED	11 / 06 / 2023 11:41:36 UTC-8	Viewed by Hardeep S. Rekhi (hardeep@rekhiwolk.com) IP: 174.61.149.180
 SIGNED	11 / 06 / 2023 11:41:55 UTC-8	Signed by Hardeep S. Rekhi (hardeep@rekhiwolk.com) IP: 174.61.149.180
 VIEWED	11 / 06 / 2023 12:14:06 UTC-8	Viewed by Krista Kane (knicole3j@gmail.com) IP: 174.231.149.199

Title	Phoenix Settlement Agreement
File name	2023.11.06 Belle ...ent Agreement.pdf
Document ID	331bb8c29608e74472c330115cdde0f084222b00
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



11 / 06 / 2023
12:14:26 UTC-8

Signed by Krista Kane (knicole3j@gmail.com)
IP: 174.231.149.199



11 / 06 / 2023
12:14:29 UTC-8

Viewed by Devin Maggard (devinmaggard93@gmail.com)
IP: 75.172.63.210



11 / 06 / 2023
12:16:26 UTC-8

Signed by Devin Maggard (devinmaggard93@gmail.com)
IP: 75.172.63.210



11 / 06 / 2023
12:22:46 UTC-8

Signed by Dan Hayward (dan@haywardlaw.net)
IP: 174.31.79.130



11 / 06 / 2023
12:22:46 UTC-8

The document has been completed.