

CLASS ACTION SETTLEMENT AGREEMENT

Subject to court approval, this Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Jake Long and Jeannea Winstead (“Plaintiffs” and “Class Representatives”) and Defendants Trapper O’Keeffe, Trappers Sushi Silverdale Inc., and Trappers Sushi Tacoma, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties” or as a “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiffs’ lawsuit alleging employment law violations against Defendants captioned *Jake Long, et ano v. Trappers Sushi Silverdale, et al.*, Case No. 23-2-02318-8 SEA, pending in King County Superior Court of Washington.

1.2. “Address Search” means the Administrator’s search for Class Members’ mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. “Administrator” means CAC Services Group, LLC.

1.4. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator’s bid as approved by the Court. The Administration Expenses shall not exceed \$20,000, except for a showing of good cause and as approved by the Court.

1.5. “Attorneys’ Fees” mean the amounts allocated to Plaintiffs’ Counsel for reimbursement of reasonable attorneys’ fees in connection with this Settlement in an amount not to exceed 33.33% of the Gross Settlement Amount.

1.6. “Class” or “Class Member(s)” means all class members of (1) the Salaried Manager Class, (2) the Silenced No More Class, and (3) the EPOA Class, as defined according to the class definitions set forth below.

1.7. “Class Counsel” or “Plaintiffs’ Counsel” means Hones Law, PLLC and Rekhi & Wolk, P.S.

1.8. “Class Period” means the period defined according to the individual class definitions set forth below but in no event shall begin before February 6, 2020, or end after November 10, 2025.

1.9. “Class Notice” means the Notice of Class Action Settlement, attached as **Attachment A** to be mailed to Class Members and incorporated by reference into this Agreement.

1.10. “Class Response Deadline” means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) email

or mail Requests for Exclusion from the Settlement, or (b) email or mail an Objection to the Settlement.

1.11. “Class Representatives” or “Named Plaintiffs” refers to Jake Long and Jeannea Winstead.

1.12. “Court” means the King County Superior Court of Washington.

1.13. “Defense Counsel” means captioned counsel of record from the law firm of Gordon Rees Scully Mansukhani.

1.14. “Effective Date” means the date on which the Court enters Judgment on its order granting Final Approval of the Settlement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.15. “Employee Data” means all information identifying Class Members in Defendants’ possession including their names, last-known mailing addresses, last-known email addresses, last-known phone numbers, and Social Security numbers.

1.16. “EPOA Class Members” mean all current and former employees who worked at any restaurants owned by Trapper O’Keeffe that have operated in Washington State, and who were based or resided in the State of Washington, for any period of time from February 6, 2020, through November 10, 2025. Those individuals identified in the operative Complaint as being excluded from the EPOA Class are excluded as well as those who have already excluded themselves.

1.17. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.18. “Final Approval Hearing” means the Court’s hearing on the final motion for approval of the Settlement.

1.19. “Gross Settlement Amount” means **\$3,900,000.00**, which is the total amount Defendants and The Hartford collectively agree to pay under this Class Action Settlement, subject to the terms and conditions of this Settlement.

1.20. “Individual Class Payments” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated by Class Counsel as set forth below.

1.21. “Judgment” means the judgment entered by the Court based upon the Final Approval of the Settlement.

1.22. “Litigation Costs” means the amount incurred by Plaintiffs’ Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed \$85,000.

1.23. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Service Payment, Attorneys’ Fees, Litigation Costs, and Administration Expenses.

1.24. “Non-Participating Class Member” means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.25. “Operative Complaint” means the most recently filed complaint, including amended complaints, filed by Plaintiffs.

1.26. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.27. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.28. “Released Claims” means the claims being released in connection with this Settlement, as set forth in full below.

1.29. “Released Parties” means: Trapper Sushi Silverdale Inc. and Trappers Sushi Tacoma, Inc., and any restaurants owned by Trapper O’Keeffe that have operated in Washington State, and each of their former and present Board member, executive, officer, agent, director, employee, representative, assign, independent contractor, attorney, or insurer and/or re-insurers, including The Hartford. It also means Trapper O’Keeffe and his spouse, marital community, heirs, executors, administrators, successors, agents, representatives, assigns, insurers (including The Hartford), re-insurers, and attorneys.

1.30. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the Class Settlement, including on the form provided with the Class Notice.

1.31. “Salaried Manager Class Members” mean all current and former managerial employees who were paid a salary and worked at any restaurants owned by Trapper O’Keeffe that have operated in Washington State, and who were based or resided in the State of Washington, for any period of time from February 6, 2020, through November 10, 2025. Those individuals identified in the operative Complaint as being excluded from the Salaried Manager Class are excluded, as are hourly paid managers who were not paid a salary at any time during the above-identified class period.

1.32. “Service Payments” means the payment of no more than \$10,000 each to the Named Plaintiffs for initiating and providing services in support of the Action.

1.33. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.34. “Silenced No More Class Members” mean all current and former employees who worked at any restaurants owned by Trapper O’Keeffe that have operated in Washington State, and who were based or resided in the State of Washington, for any period of time from June 9, 2022, through November 10, 2025. Those individuals identified in the operative Complaint as being excluded from the Silenced No More Class are excluded as well as those who have already excluded themselves.

2. MONETARY TERMS.

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendants and The Hartford shall collectively pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Class Members to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

2.1.1. Employer Payroll Taxes: The Gross Settlement Amount does not include any employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be paid separately by Defendants as calculated by the Administrator.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

2.2.1. To Named Plaintiffs: The Service Payments to the Named Plaintiffs, in addition to any Individual Class Payment they may be entitled to receive as a Class Member, shall not exceed \$10,000 each. If the Court approves Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payments using IRS Form 1099. An award of less than the requested amount for the Service Payments will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payments, at its discretion at the final approval stage.

2.2.2. To Plaintiffs’ Counsel: Attorneys’ Fees and Litigation Costs to Plaintiffs’ Counsel. Defendant will not oppose requests for these payments, provided the requests do not exceed the amounts set forth in this Agreement. If the Court approves Attorneys’ Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Attorneys’ Fees and Litigation Costs using one or more IRS 1099 Forms.

2.2.3. To the Administrator: Administration Expenses to the Administrator shall not exceed \$12,500. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount.

2.2.4. To Each Participating Class Member/Tax Allocation: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the amount owed to each Participating Class Member, as calculated by Plaintiffs' expert and Class Counsel, and based on the strength of their respective claims as determined by Class Counsel. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. The tax allocation for each class is as follows

2.2.4.1 Salaried Manager Class Members: 25% of each Salaried Manager Class Member's Individual Class Payment will be allocated to the settlement of their damages arising from unpaid wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of their damages for interest and exemplary damages (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2.2.4.2 Silenced No More Class Members: No portion of each Silenced No More Class Member's Individual Class Payment will be allocated towards wages. The Individual Class Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2.2.4.3 EPOA Class Members: No portion of each EPOA Class Member's Individual Class Payment will be allocated towards wages. The Individual Class Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Employee Data to Administrator. Not later than 15 days after the Court grants Preliminary Approval, Defendants will deliver the Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Employee Data omitted any Class Members or omitted their identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline, the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

3.2. Funding of Gross Settlement Amount. The Gross Settlement Amount shall be funded in two tranches. First, The Hartford shall pay \$3,400,000.00 to the Administrator within 45 days of the date the Court issues the Order on final approval of the settlement to settle the EPOA and Silenced No More Act Class Members' claims. Second, Defendants shall pay \$500,000.00 to the Administrator within 60 days of the date the Court issues the Order on final approval of the settlement to settle the Salaried Manager Class Members' wage and hour claims, as well as the amounts necessary to fully pay Defendants' share of payroll taxes.

3.3. Payments from the Gross Settlement Amount. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments and Service Payments, also within 10 days of funding, the Administrator will mail or wire the Attorneys' Fees and Litigation Costs to Class Counsel, and retain the Court approved Administration Expenses.

3.3.1. The Administrator will issue checks for the Individual Class Payments and send them to Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state that it will be void if not presented for payment within twelve (12) months from the date of issuance.

3.3.2. The Administrator must conduct an Address Search for all other Participating Class Members whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered although the Administrator shall promptly send a list of all such individuals and the unpaid amounts to Class Counsel. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member or Class Counsel prior to the void date.

3.3.3. For any Participating Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Participating Class Member, to the Washington State Department of Revenue's Unclaimed Property program or a *cy pres* in compliance with applicable law. Any funds transmitted to the Washington State Department of Revenue's Unclaimed Property program are to be held there in the name of and for the benefit of such Participating Class Members under Washington's unclaimed property laws. In such event, those Participating Class Members will be deemed to have waived irrevocably any right in or claim to a payment or settlement share in excess of what is available from the Unclaimed Property program, but the Settlement nevertheless will be binding upon them.

3.3.4. The payment of Individual Class Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

3.4. Payments to the Responsible Tax Authorities. For Participating Class Members in the Salaried Manager Class, the Administrator will pay their portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Defendants' portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

4. RELEASES OF CLAIMS.

In consideration for Defendants' and The Hartford's payment of the Gross Settlement Amount, upon the Final Approval Hearing (and except as to such rights or claims as may be created by this Settlement Agreement) the Named Plaintiffs and all Participating Settlement Class Members fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties from any and all claims, causes of action, 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, omissions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Action or that could have been alleged in the Action arising out of the facts or circumstances alleged in the Action from the beginning of time through the Final Approval Hearing, including federal, tribal, state, and municipal claims based on common law, contract, 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 based on or related in any way to the allegations in the Complaint, including but not limited to, a claim for breach of contract related to Salaried Managers, for alleged violations of RCW Chapters 49.12, 49.44, 49.46, 49.48, 49.52, and 49.58; WAC Chapters 296-126, and 296-128; and all parallel obligations under federal, tribal, state, and local law. The foregoing release by Participating Class Members excludes claims that are not reasonably related to the claims or allegations asserted in the Action, including individual claims for adverse actions allegedly arising from discrimination and/or retaliation, and claims for wrongful termination, unemployment, workers' compensation, and any claims that may not be lawfully released under this Settlement Agreement with Court approval.

Further and in addition to the release above, upon the Final Approval Hearing (and except as to such rights or claims as may be created by this Settlement Agreement), Plaintiffs hereby release all Released Parties, from any and all claims, causes of action, 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 from the beginning of time through the Final Approval Hearing, including federal, tribal, 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 related to or arising from their employment with Defendants.

Notwithstanding the breadth of the foregoing release by Plaintiffs, Plaintiffs' release excludes claims under the Age Discrimination in Employment Act and Older Workers Benefit Protection Act, unemployment claims, workers' compensation claims, and any claims that may not be lawfully released under this Settlement Agreement with Court approval.

5. MOTION FOR SETTLEMENT APPROVAL.

5.1. Preliminary Approval. Not later than 16 court days before the Preliminary Approval Hearing, Named Plaintiffs shall move for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notices. Defendants shall accept service of the Motion (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

5.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. Class Counsel has selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

6.4. Notice to Class Members.

6.4.1. No later than 3 business days after receipt of the Employee Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members for each class in the Employee Data.

6.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Employee Data, the Administrator will send to all Class Members identified in the Employee Data, via first-class United States Postal Service ("USPS") mail, the appropriate Class Notice substantially in the form attached to this Agreement as Attachment A. Before mailing Class Notices, the Administrator shall update Class Members' addresses using the National Change of Address database.

6.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. However, the Administrator will provide Class Counsel with the names (and addresses) of those Class members whose notices were undeliverable within 10 days of the second return.

6.4.4. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as a Class Member. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. If such additional Class Members causes the total number of Class Members to exceed 5% of one or more classes, the Gross Settlement Amount shall be increased proportionally for each additional Class Member with Defendants or The Hartford agreeing to fund this increase and pay the additional employer-side payroll tax obligations arising therefrom, as appropriate under this Settlement.

6.5. Requests for Exclusion (Opt-Outs).

6.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (or an additional time for previously undisclosed Class Members whose Class Notices are re-mailed as set forth above). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline or per paragraph 6.4.4 *supra*.

6.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

6.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases paragraph of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement.

6.6. Objections to Settlement.

6.6.1. Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement.

6.6.2. Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

6.6.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

6.7. Administrator Duties. The Administrator has a duty and is authorized to perform and observe all tasks necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement.

6.7.1. Email Address and Toll-Free Number. The Administrator will establish, maintain, and use its own company website with their contact information included so that Class Members may find the Administrator on the World Wide Web. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member telephone calls and emails.

6.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

6.7.3. Weekly Reports. The Administrator must, on a weekly or biweekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and checks mailed for Individual Class Payments. The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6.7.4. Administrator’s Declaration. Not later than 12 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Plaintiffs’ Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

6.7.5. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. ESCALATION CLAUSE. Defendants represent that the total number of class members does not exceed the number disclosed by Defendants in discovery. The number of class members for each class, as disclosed by Defendants, is (1) EPOA Class Members – 1,053 (inclusive of Named Plaintiffs), (2) Salaried Manager Class Members – 77 (inclusive of Named Plaintiffs), (3) Silenced No More Class Members – 1,560 (inclusive of Plaintiff Long). If the total number of Class Members exceeds these totals by 5% or more for the applicable

Class Period, the Defendants or the Hartford shall pay a proportionate increase to the Gross Settlement Amount for each such Class Member.

8. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Plaintiffs will file in Court and serve on Defendants a Motion for Final Approval of the Settlement that includes a Proposed Final Approval Order and a Proposed Judgment. Class Counsel will provide drafts of the Proposed Final Approval Order and Proposed Judgment to Defense Counsel in advance of filing for Defense Counsel's review. Defendants shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

8.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise provided by the Court.

8.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel, in good faith, to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

8.3. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs as described in this Settlement, the Parties, their respective counsel, and all Class Members, excluding opt outs, as applicable and provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. However, Plaintiffs may appeal any reduction in the requested amount of Class Counsel's Attorneys' Fees or Costs, at the expense of Plaintiffs.

8.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the Judgment is inconsistent with the terms and conditions of this Agreement, and a party appeals, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material

modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur (except if related to Class Counsel's Attorneys' Fees or Costs, in which case, all expenses shall be borne by Plaintiffs).

9. AMENDED JUDGMENT. If any amended judgment is required, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Members to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

10.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.5. Cooperation. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the dispute will be presented to the mediator, Teresa Wakeen, who will resolve the dispute for the parties and may allocate her fees between the parties at her discretion.

10.6. Release of Wage Liens. Plaintiffs represent and warrant that they have taken all necessary actions to obtain a complete release of any and all liens filed under RCW