

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made by and between Plaintiffs DANIEL KWATE and DAVID INGRAHAM, individually and on behalf of the Settlement Class (as defined in ¶ Y, below), on the one hand, and Defendants REECE CONSTRUCTION COMPANY and STEVEN ANDY REECE, on the other hand, in *Daniel Kwate, et al., v. Reece Construction Company, et al.*, King County Case No. 23-2-02124-0 SEA.

DEFINITIONS USED IN SETTLEMENT AGREEMENT

- A. “Action” means the lawsuit entitled *Kwate, et al., v. Reece Construction Company, et al.*, Case No. 23-2-02124-0 SEA (King County Superior Court).
- B. “Class Counsel” means the law firms of Rekhi & Wolk, P.S and Terrell Marshall Law Group PLLC.
- C. “Class Notice” means the document, substantially in the form attached to this Settlement Agreement as **Exhibit A**, that will be sent to Settlement Class Members following preliminary approval of the Settlement Agreement.
- D. “Class Period” means the period of time from February 2, 2020, through the Preliminary Approval Date.
- E. “Class Representative Awards” means the proposed payments specified below in ¶ 7.B.
- F. “Complaints” means the Class Action Complaint for Damages filed by Daniel Kwate on February 2, 2023, the First Amended Class Action Complaint filed by Daniel Kwate on February 27, 2023, and the Second Amended Class Action Complaint file by both Plaintiffs on August 22, 2024, on behalf of themselves and all others similarly situated, in this Action.
- G. “Court” means the King County Superior Court of the State of Washington.
- H. “Defendants” means Reece Construction Company and Steven Andy Reece, the Defendants in the Action.
- I. “Defendants’ Counsel” means the law firm K&L Gates LLP.
- J. “Effective Date” means the date on which this Settlement Agreement is finally approved as provided below and the Court’s Final Approval Order and Final Judgment become final. For purposes of this definition, the Court’s Final Approval Order and Final Judgment “become final” upon the later of (i) expiration of the time for filing an appeal from the Final Approval Order and Final Judgment or otherwise seeking appellate review; or (ii) if an appeal is timely filed or other appellate review sought, the date that the Final Approval Order and Final Judgment

are finally affirmed and all other means of appellate review have been exhausted or have expired.

- K. “Final Approval Date” means the date on which the Final Approval Order is entered in this matter.
- L. “Final Approval Hearing Date” means the date set by the Court for the hearing on final approval of the settlement embodied in this Settlement Agreement.
- M. “Final Approval Order” means the Court order granting final approval of the Settlement Agreement.
- N. “Final Judgment” means an order rendered by the Court that enters judgment disposing of all issues raised in this Action consistent with the Final Approval Order and dismissing the Action with prejudice.
- O. “Named Plaintiffs” or “Plaintiffs” means Daniel Kwate and David Ingraham, the Plaintiffs in the Action.
- P. “Net Settlement Class Fund” means the portion of the Settlement Amount to be distributed to Settlement Class Members after deducting the Court-approved amounts set forth below in ¶ 7.A-7.C.
- Q. “Participating Settlement Class Members” means any Settlement Class Member who is bound by the Final Judgment and is allocated a portion of the Net Settlement Class Fund as set forth in this Settlement Agreement. All Settlement Class Members are automatically deemed Participating Settlement Class Members unless the Settlement Class Member submits a timely request for exclusion as detailed in the Settlement Class Notice.
- R. “Parties” means the Plaintiffs and the Defendants collectively in the Action.
- S. “Preliminary Approval Date” means the date on which the Court enters its Preliminary Approval Order.
- T. “Preliminary Approval Order” means an order rendered by the Court preliminarily approving this Settlement Agreement.
- U. “Released Claims” means those claims included in the release of claims set forth in ¶ 2.
- V. “Released Parties” means Reece Construction Company and its current and former parents, subsidiaries, and affiliates, as well as all of their current and former officers, directors, owners (including Steven Andy Reece), shareholders, members, employees, agents, and attorneys, and any other successors, assigns, legal representatives, or persons who could be liable for the claims asserted in the Action.

- W. “Settlement Administrator” means CAC Services Group, LLC or any other settlement administrator selected by Class Counsel based on reasonable criteria including experience, price, competence, and insurance and as approved by Defendants and the Court.
- X. “Settlement Amount” means \$995,000. This amount covers and includes all Defendants’ financial obligations under this Settlement Agreement (including all obligations for attorneys’ fees and costs, expenses, costs of notice and settlement administration, Class Representative Awards, settlement payments to Participating Settlement Class Members, and the employees’ withholdings and normal portions of payroll taxes on the settlement payments), except for the obligation to pay employer-side payroll taxes on the wage portion of settlement payments.
- Y. “Settlement Class” and “Settlement Class Member” means employees of Defendants who worked in a driver, sweeper, or laborer position at any time from February 2, 2020, to [date of preliminary approval] and who are not subject to agreements that require individual arbitration of any claims. The Parties agree that the Settlement Class includes and is limited to 59 individuals identified by Defendants to Class Counsel on August 5, 2024.
- Z. “Settlement Class Data” means the information that Defendant will provide to the Settlement Administrator and Settlement Class Counsel as specified below in ¶ 3.B.

RECITALS

WHEREAS, Plaintiffs filed the Complaints in this Action that assert and seek relief for alleged claims that include, but are not limited to: (i) failure to provide proper meal and rest breaks; (ii) failure to pay for all hours worked, including overtime; (iii) failure to pay at the proper rate of pay, including the proper prevailing wage rate and prevailing wage overtime rate; (iv) willful withholding of wages and failure to pay wages in a timely manner; (v) violations of RCW Chapters 39.12, 49.12, 49.28, 49.46, 49.48, and 49.52; WAC Chapters 296-126, 296-127, and 296-128; and Seattle Municipal Code Chapters 14.19 and 14.20; (vi) attorneys’ fees, costs, and expenses; and (vii) prejudgment interest and related penalties or exemplary (i.e., double or triple) damages; and

WHEREAS, the Parties have conducted a thorough investigation into the facts of the Complaints and the Settlement Class Members’ claims against Defendants; and

WHEREAS, the Parties have engaged in a full-day mediation before an experienced mediator to discuss a possible resolution of this matter; and

WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that have been alleged in the Action or that arise out of the facts and circumstances alleged in the Complaints, as well as any potential federal, tribal, state, and municipal claims that could have been asserted based on the facts and circumstances alleged in the Complaints.

NOW, THEREFORE, in consideration of the mutual recitals, covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

TERMS OF SETTLEMENT AGREEMENT

1. **Non-Admission of Liability.** The Parties enter into this Settlement Agreement to resolve the Action and to avoid the burden, expense, and risk of continued litigation. Based on their own independent investigation and evaluation of data and information about the Settlement Class as provided by Defendants through Defendants' Counsel, Class Counsel are of the opinion that this settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interest of Plaintiffs and the Settlement Class Members in light of all facts and circumstances, including the risk of significant delay, unsuccessful claims, and defenses asserted by Defendants. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they have: violated any federal, tribal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; or engaged in any unlawful conduct with respect to their employees or any other person or entity. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants or the Released Parties of any violation(s) or failure(s) to comply with any applicable legal, contractual, or equitable obligations. Defendants expressly deny any liability, wrongdoing, impropriety, responsibility, or fault whatsoever. In addition, and also without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission or be used as evidence in the Action or any other action or legal proceeding.
2. **Consideration and Release of Claims.** In consideration for Defendants' payment of the Settlement Amount, upon the Final Approval Date (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 Date, 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, for alleged violations of RCW Chapters 39.12, 49.12, 49.28, 49.46, 49.48, and 49.52; WAC Chapters 296-126, 296-127, and 296-128; Seattle Municipal Code Chapters 14.19 and 14.20; and all parallel obligations under federal, tribal, state, and local law. The foregoing release by Participating Settlement Class Members excludes claims that are not reasonably related to the claims or allegations asserted in the Action, including claims for discrimination, retaliation, 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 Date (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 Date, 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. 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.

3. **Court Approval Required.** This Settlement Agreement is contingent on approval by the Court. Plaintiffs shall recommend to the Court that it approve the terms of this Settlement Agreement, and Defendants will not object or oppose such recommendation. The Parties shall undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement, and any other steps or efforts which may become necessary by order of the Court (unless such order modifies the terms of this Settlement Agreement) or otherwise, to carry out this Settlement Agreement, including the following:

- A. ***Preliminary Approval.*** Plaintiffs shall file a motion for preliminary approval seeking a Preliminary Approval Order within 21 days after this Settlement Agreement is fully executed. Plaintiffs will provide a proposed draft of that motion at least 7 days before it is filed and will attempt in good faith to address any concerns raised by Defendants. Defendants will not oppose the motion but may file a response regarding concerns that are not addressed and reserves their right to deny or defend themselves against what they deem to be disparaging or unfair comments in relation to the settlement or Action. The motion shall seek a Preliminary Approval Order that: (i) preliminarily approves the settlement; (ii) certifies the Settlement Class for purposes of the settlement only; (iii) schedules a fairness hearing at least 120 days after the Preliminary Approval Order on the question of whether the proposed Settlement Agreement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members, and whether payment to the Settlement Administrator and the application for Class Counsel's attorneys' fees and cost and the Class Representative Awards should be approved; (iv) approves the general form and content of the proposed Settlement Class Notice; and (v) directs the mailing of the Settlement Class Notice by first-class mail and email to the Settlement Class Members.

- B. **Settlement Class Data.** Within 14 days of the Preliminary Approval Order, Defendants shall provide to the Settlement Administrator and Class Counsel on a confidential basis, in a format acceptable to the Settlement Administrator, each Settlement Class Member's name, last known address, social security number, email address(es) (to the extent maintained by Defendants), and telephone number(s) (to the extent maintained by Defendants), except their social security numbers shall not be provided to Class Counsel. The Settlement Administrator shall update Settlement Class Data addresses using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator, and, to the extent this process yields an updated address, that updated address shall replace the last known address and be treated as the new last known address for purposes of this Settlement Agreement and for any subsequent mailings required to effectuate the terms of this Settlement Agreement. The Settlement Administrator and Class Counsel will safeguard all contact information and use that information solely for the purposes of this Settlement Agreement. In addition, the Settlement Administrator shall: (i) provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information ("PII") that it receives from Defendants; (ii) not disclose the PII to Named Plaintiffs, any party or third parties, including agents or subcontractors, without Defendants' consent and keep PII confidential, including not providing Settlement Class Members' social security numbers to Class Counsel; (iii) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (iv) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction.
- C. **Class Notice.** Within 30 days of entry of the Preliminary Approval Order, the Settlement Administrator shall send the Class Notice to each Settlement Class Member by first-class mail and provide notice as specified in the Preliminary Approval Order, including notice by email, if applicable. The Settlement Administrator shall conduct a standard skip trace to locate missing Settlement Class Members and promptly re-mail the Settlement Class Notice to the correct or updated address. The Settlement Administrator will keep Class Counsel and Defendants' Counsel informed of any problems that arise in providing the Class Notice and/or locating missing Settlement Class Members. Class Counsel will also create and maintain a website containing the Class Notice and other relevant Court filings with the language and information as agreed by the Parties.
- D. **Settlement Class Members' Right to Exclude Themselves from the Settlement Class or Object to the Settlement.** Settlement Class Members may exclude themselves from the Settlement Class (opt out) or object to the Settlement Agreement, by submitting their written request to opt out or objection no later than 60 days after the date the Settlement Class Notice is mailed.
1. **Exclusion.** Any Settlement Class Member other than Plaintiffs may elect to be excluded. To be effective, any such election must be made in writing; must contain the information specified in the Notice; and must be mailed to

the Settlement Administrator and postmarked on or before the deadline in the Settlement Class Notice. The date of the postmark on the mailing envelope shall be the exclusive means to determine whether a request for exclusion is timely. Any Settlement Class Member who is eligible to opt out and who timely requests exclusion in compliance with these requirements shall thereafter not be considered to be a Participating Settlement Class Member, shall not have any rights under this Settlement Agreement, shall not be entitled to receive any settlement payment, and shall not be bound by this Settlement Agreement or the Final Judgment. Where more than 11% of the Settlement Class Members, i.e., seven (7) or more, choose to opt out of the Settlement Class, Defendants may, in their sole and absolute discretion, elect to void this Settlement Agreement by written notice within 10 days after receiving the Settlement Administrator's final report under ¶ 3.D.5.

2. **Objection.** Any Settlement Class Member other than Plaintiffs (and other than Settlement Class Members who request exclusion) may object to this Settlement Agreement, provided that such objections are made in writing, filed with the Court, and served on counsel for the Parties no later than the deadline set forth in the Settlement Class Notice. Such objection shall include the information specified in the Settlement Class Notice. No Settlement Class Member may be heard at the Final Approval Hearing who has not complied with this requirement, and any Settlement Class Member who fails to comply with this requirement will be deemed to have waived any right to object and any objection to the Settlement Agreement. Any Settlement Class Member who intends to appear at the Final Approval Hearing shall confirm that in the Settlement Class Member's written objection. Any Settlement Class Member who both opts out and objects to this Settlement Agreement will be deemed to have opted out; their objection will not be valid because they opted out.

3. **Effect of Taking No Action.** Except for those Settlement Class Members who exclude themselves in compliance with ¶ 3.D.1, all Settlement Class Members will be deemed to be members of the Settlement Class in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. Except to the extent a Settlement Class Member presents a timely objection to this settlement pursuant to the procedures set out above, the Settlement Class Members and Plaintiffs waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.

4. ***Obligations of Parties and Counsel.*** Neither Plaintiffs, Class Counsel, Defendants, Defendants' Counsel, nor any person on their behalf, shall solicit, seek to solicit, or otherwise encourage anyone to exclude themselves as a Settlement Class Member, or object to the Settlement Agreement or appeal from any order of the Court that is consistent with the terms of this Settlement Agreement, or discourage participation in the settlement. Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all objections, exclusions, and/or challenges to the settlement or any part thereof.
 5. ***Obligations of Settlement Administrator.*** The Settlement Administrator will provide periodic reports to counsel as well as a final report and declaration of due diligence, proof of mailing of the Settlement Class Notice, and records of any opt-outs or objections to Class Counsel and Defendants' Counsel within 10 days after the deadline for exclusion/objection.
- E. ***Final Approval.*** Class Counsel shall timely file a motion for final approval seeking a Final Approval Order and Final Judgment, including awards for Class Representative Awards to Plaintiffs, and an order awarding fees and costs to Class Counsel. Defendants shall not oppose these motions *provided that* Plaintiffs seek no more than \$3,500 as payment to the Settlement Administrator; no more than \$10,000 total as Class Representative Awards to Plaintiffs; and no more than one-third of the Settlement Amount as payment to Class Counsel for attorneys' fees and costs (with costs not to exceed the actual out-of-pocket costs and expenses of litigation). Defendants reserve their right to file a response to deny or defend themselves against what they deem to be disparaging or unfair comments. The motion shall seek a Final Approval Order and Final Judgment that: (i) finally approves the Settlement Agreement as fair, adequate, and reasonable, and directs consummation of its terms and provisions; (ii) approves Class Counsel's application for an award of attorneys' fees and costs; and (iii) dismisses this Action on the merits and with prejudice and permanently bars all Participating Settlement Class Members from prosecuting against the Released Parties any claims, whether on an individual, class, collective, or other basis, that are released by this Settlement Agreement.

4. **Termination of Settlement Agreement.**

- A. ***Non-Approval by Court.*** Failure of the Court to grant preliminary or final approval of the Settlement Agreement (after reasonable opportunity for and good faith efforts by the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the Parties to terminate this Settlement Agreement. A failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire settlement voidable and unenforceable as to all Parties herein at the option of the party adversely affected thereby. Each party may exercise its option to void this settlement as provided in

this paragraph by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement Agreement by the Court.

- B. ***Attorneys' Fees and Settlement Class Representative Award.*** The Court's determination regarding whether and in what amounts to award attorneys' fees and costs to Class Counsel, and Class Representative Awards to Plaintiffs, shall not be grounds for terminating the Settlement Agreement or otherwise affect the enforceability of the Settlement Agreement. However, Plaintiffs may appeal such a decision. In the event of such an appeal, final funding and administration of the portion of the award in dispute will be segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion of any such appellate review, additional amounts are distributable to Participating Settlement Class Members, the cost of administering the payments to them will be paid out of such additional amounts and not by Defendants. Any amount not awarded in attorneys' fees and costs or awards to class representatives shall be added to the Net Settlement Class Fund distributable to the Participating Settlement Class Members as additional Individual Settlement Allocations. No amounts will revert to Defendants.
- C. ***Effect of Termination.*** In the event that this Settlement Agreement is not approved by the Court, fails to become effective for any reason, or is reversed, withdrawn, or modified by the Court or any other court with jurisdiction over the Action, the Settlement Agreement shall become null and void with no additional action from the Parties and shall have no force or effect; all negotiations, statements, and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in the Action prior to the settlement; and this Settlement Agreement, any actions taken or materials exchanged in settlement discussions or mediation shall not be admissible and shall not be offered into evidence in the Action or any other action for any purpose. Notwithstanding the above, the class list, including class members' names and contact information, as well as the data that was produced for purposes of calculating the alleged damages in this Action, shall be considered to have been produced in discovery subject to the parties' confidentiality agreement.
5. **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other in good faith to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties further agree to cooperate fully and use their best efforts to obtain the Court's preliminary and final approval of this Settlement Agreement and all the terms herein.
6. **Representation by Class Counsel.** Class Counsel represent that as of the date they sign this Settlement Agreement, they do not represent or have arrangements or plans to represent any current or former employees of Defendants who would not be covered by this Settlement Agreement.

7. **Settlement Payments**. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1 within 60 days after the Preliminary Approval Date. In their discretion, Defendants may make advance payment of some or all of the Settlement Amount into the QSF. Defendants will be credited with any interest on those amounts through the Effective Date. Within 20 days after the Effective Date, Defendants shall deposit any remaining Settlement Amount, plus the amount calculated by the Settlement Administrator for the employer’s portion of payroll taxes as described in ¶ 7.E below, into the QSF. The Settlement Administrator shall distribute these funds only as directed by Class Counsel and as allowed under the Court’s Final Approval Order and Final Judgment. No part of the Settlement Amount shall revert to Defendants, except interest on any advance payments through the Effective Date and that any advance payments shall be returned to Defendants if the Settlement Agreement does not become final for any reason. Subject to Court approval, the Settlement Amount shall be allocated as follows:
- A. ***Attorneys’ Fees and Litigation Costs***. The Settlement Administrator shall distribute to Class Counsel, within 30 days after the Effective Date, the amount awarded by the Court as compensation for attorneys’ fees and costs in accordance with the Court’s Final Approval Order and Final Judgment. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment.
 - B. ***Class Representative Awards***. The Settlement Administrator shall distribute to Plaintiffs, within 30 days after the Effective Date, the amount awarded by the Court to Plaintiffs as Class Representative Awards. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment.
 - C. ***Settlement Administration Expenses***. At the direction of Class Counsel, the Settlement Administrator shall distribute to itself, after all other payments are made under ¶ 7.A, 7.B, and 7.D and no sooner than 30 days after the Effective Date, the amount approved by the Court as the reasonable expenses of settlement administration.
 - D. ***Distribution of Net Settlement Class Fund as Individual Allocations***. The Net Settlement Class Fund is the Settlement Amount less the amounts for attorneys’ fees and costs, Class Representative Awards, and Settlement Administrator expenses (i.e., ¶ 7.A-7.C above) actually awarded by the Court. The Settlement Administrator shall distribute, within 30 days after the Effective Date, the Net Settlement Class Fund to Participating Settlement Class Members *pro rata* based on the Individual Settlement Allocations provided by Class Counsel. Class Counsel believes that its calculations are a reasonable and fair calculation of the damages allegedly suffered by Plaintiffs and the Settlement Class Members in light of the probability of success of any particular claim. The Individual Settlement Allocations shall be treated for tax purposes as described in ¶ 7.E below.
 - E. ***Tax Treatment and Reporting***. For tax and withholding purposes, Individual Settlement Allocations shall be treated as follows: one-third of each Individual

Settlement Allocation distributed to a Participating 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 two-thirds of each Individual Settlement Allocation distributed to a Participating 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. In addition to the Settlement Amount, Defendants shall also provide a payment as calculated by the Settlement Administrator for the employer's side of payroll taxes on the one-third portion of the Individual Settlement Allocations that are characterized as wages. The Settlement Administrator shall disburse to the IRS or appropriate tribal, state, or local agency all required employer-side taxes. Except for the employer's side of payroll taxes, Defendants shall have no responsibility or liability for any federal, tribal, state, or local taxes owed in connection with the payments made in connection with this Settlement Agreement. The Settlement Administrator shall withhold from each Participating Settlement Class Member's payment, and disburse to the IRS or appropriate tribal, state, or local agency, the employee's portion of payroll taxes and tax withholding attributable to wages. Plaintiffs, Defendants, and their respective counsel have not made any representations regarding any potential tax consequences of the settlement payments made under this Settlement Agreement. Participating Settlement Class Members will be required to pay all federal, tribal, state, and local taxes, if any, that are required by law to be paid with respect to the two-thirds portion of settlement payments attributable to non-wages.

- F. ***No Effect on Other Benefits.*** Defendants will not use any payments from the Settlement Amount to calculate any benefits, including, for example (but without limitation), vacation, holiday pay, pension, or 401(k) plan contributions. Any payments from the Settlement Amount do not represent any modification of previously credited hours of service or other eligibility criteria under any employee pension or employee welfare benefit plan sponsored by Defendants or any of the Released Parties. Nor is any payment from the Settlement Amount compensation for purposes of determining eligibility for, or benefit accrual within, an employee benefit pension plan, an employee welfare benefit plan, or any other plan or benefit sponsored or offered by Defendants or any of the Released Parties.
- G. ***Conditions Precedent.*** The timelines in this ¶ 7 are contingent on the following events: (i) the Settlement Administrator must provide Defendants with an IRS Form W-9 for the QSF as well as instructions for depositing amounts to the QSF within 60 days after the Preliminary Approval Date; (ii) Class Counsel must provide a spreadsheet with the Individual Settlement Allocations to the Settlement Administrator and Defense Counsel within 5 days after the Final Approval Date; and (iii) the Settlement Administrator must provide Defendants with the amounts to be paid (including the employer's share of payroll taxes with a spreadsheet showing the amount for each Individual Settlement Allocation) within 10 days after the Final Approval Date. The Parties agree that none of these events are to be delayed absent extenuating circumstances. If any of these events are delayed, it may

delay Defendants' deposit and the Settlement Administrator's payments accordingly.

- H. ***Residual Funds.*** Participating Settlement Class Members shall have 320 days after the date the Individual Settlement Allocation checks are mailed by the Settlement Administrator to cash their Individual Settlement Allocation checks (the "Settlement Check Cashing Deadline"). Any Individual Settlement Allocation check that is not cashed by the Settlement Check Cashing Deadline shall become void and subject to a stop payment order. No sooner than 45 days and no later than 60 days after the Settlement Check Cashing Deadline, the Settlement Administrator shall tender any funds from uncashed checks to the Washington State Department of Revenue's Unclaimed Property program to be held there in the name of and for the benefit of such Participating Settlement Class Members under Washington's unclaimed property laws. In such event, those Participating Settlement 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 Agreement nevertheless will be binding upon them.
8. **Publication and Media.** As set forth in paragraph 3(c), Class Counsel will maintain a webpage with agreed upon basic information about the Action and its status, including important documents filed and/or approved by the Court. There will be no direct publication by Class Counsel of the settlement in terms of affirmative media statements/comments (including social media), press releases or conferences, subscribed email messages, newsletters, disseminated updates (other than neutral updates on their website), or mass mailings. This shall not apply to or limit the public filing of motions (including attaching the final Settlement Agreement to Plaintiffs' motions for preliminary and final approval) or other case materials in the Action related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys' fees and costs, or to communications between Plaintiffs' counsel, their clients, and Settlement Class Members, including agreed upon postings on Class Counsel's websites. The Parties understand and agree that there may be media coverage of the settlement not initiated by Class Counsel, directly or indirectly. The Parties understand and agree that Defendants may respond to any statement provided or published by Plaintiffs or Class Counsel that Defendants believe to be untrue, misleading, defamatory, or slanderous.
9. **Enforcement Actions.** The Court shall have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out. In the event that one or more of the Parties to this Settlement Agreement institutes any legal actions or proceedings to enforce or implement the provisions of this Settlement Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties' reasonable attorneys' fees and costs, including expert witness fees incurred in connection therewith.
10. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or


describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement Agreement.

11. **Modification.** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and, if changed after the Preliminary Approval Order, approved by the Court (if such approval is required by the Court's order). This Settlement Agreement may not be discharged except by performance in accordance with its terms, by a writing signed by the Parties hereto, or by Court order.
12. **Entire Agreement.** This Agreement constitutes the entire and integrated agreement between the Parties with respect to the settlement of the Action, and all other prior and contemporaneous agreements, representations, warranties, or understandings of the Parties are superseded and merged into this Settlement Agreement.
13. **No Reliance.** The Parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this agreement.
14. **Assignments.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.
15. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more counterparts, including by copies transmitted via facsimile or electronic delivery. Upon a party's execution of a counterpart, that counterpart shall be deemed an original, and all signed counterparts shall together constitute one Settlement Agreement. A facsimile signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Settlement Agreement and copies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.
16. **Access to Settlement Administrator.** The Parties will have equal access to the Settlement Administrator and all information related to the administration of the settlement. The Settlement Administrator will provide information to counsel for either party upon request and will provide regular reports to counsel for the Parties regarding mailing of notices, the claims administration process, and distribution of payments.


17. **Interim Stay of Proceedings.** Except for proceedings necessary to implement and finalize this Settlement Agreement, the Parties agree to hold all further proceedings in the Action in abeyance pending the Final Settlement Approval Hearing. Plaintiffs will request a stay of all proceedings in the motion for preliminary approval of the settlement.
18. **No Tolling.** This Settlement Agreement does not provide the basis for any equitable tolling of any statutes of limitation or limitations periods and does not toll the statute of limitations for any lawsuit or other legal proceeding outside of this Action.
19. **Calculation of Time.** All time listed in this Agreement is in calendar days unless specified otherwise. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Settlement Agreement as of the date indicated below:

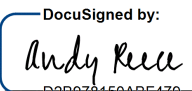
Individually And on Behalf Of The Settlement Class,

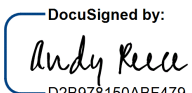
Dated: 10 / 10 / 2024 By: 
Daniel Kwate, Plaintiff

Individually And on Behalf Of The Settlement Class,

Dated: 10 / 08 / 2024 By: 
David Ingraham, Plaintiff

Reece Construction Company,

Dated: 10/16/2024 By: 
Its authorized agent, Defendant

Dated: 10/16/2024 By: 
Steven Andy Reece, Defendant

Approved as to form:

Class Counsel,

Dated: 10 / 08 / 2024

By: 

Gregory Wolk
Hardeep S. Rekhi
Erika Lane
REKHI & WOLK, P.S.

Approved as to form:

Class Counsel,

Dated: 10 / 08 / 2024

By: 

Toby Marshall
TERRELL MARSHALL LAW GROUP PLLC

Approved as to form:

Defendants' Counsel,

Dated: 10/15/2024

By: 

Patrick Madden
Monica Romero
K&L GATES LLP

EXHIBIT A

NOTICE OF SETTLEMENT

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

*Daniel Kwate and David Ingraham v. Reece Construction Company and Steven Andy Reece,
Case No. 23-2-02124-0 SEA (King County Superior Court)*

— NOTICE OF PROPOSED CLASS ACTION 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 Reece Construction Company who worked in driver, sweeper, or laborer positions at any time from February 2, 2020 to [date of preliminary approval] and who are not subject to agreements that require individual arbitration of any claims.

- Two former driver, sweeper, and/or laborer employees, Daniel Kwate and David Ingraham, (“Plaintiffs”) have sued Reece Construction Company and Steven Andy Reece (“Defendants”) based on alleged violations of Washington state and Seattle wage and hour laws (the “Action”). Among other things, Plaintiffs allege that Defendants failed to: pay mandatory prevailing wage and overtime wages, provide and pay for missed meal and rest breaks, and properly pay for all hours worked. Defendants deny all the allegations in the lawsuit.
- To resolve the lawsuit and avoid the costs and difficulties of further litigation, and without any party admitting liability, Plaintiffs and Defendants have agreed to a Class Action Settlement that includes a total settlement payment by Defendants of \$995,000.
- If you are receiving this notice, Plaintiffs and Defendants have identified you as one of 59 employees who are eligible to participate in the settlement (i.e., employees who worked in a driver, sweeper, or laborer position at any time from February 2, 2020, to [date of preliminary approval] and who are not obligated to arbitrate claims individually).
- 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 settlement. (You should provide the Settlement Administrator with any updated contact information to ensure you receive your payment.) You will give up rights relating to the legal claims in this Action.
Ask to be Excluded	Get no payment. This is the only option that allows you to maintain or pursue separately the legal claims in this Action against Defendants.
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 give up rights relating to the legal claims in this Action.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement. If the settlement is approved, you will still receive a payment and give up your rights.

- 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 approved, payments will be made after any appeals are resolved and Defendants funds the

settlement. **We expect payments will go out in or around the middle of 2025.** Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

Defendants' records show that you are one of 59 employees employed by Reece Construction Company who worked in a driver, sweeper, or laborer position at any time from February 2, 2020, to [date of preliminary approval] and who are not subject to an agreement with the company that requires individual arbitration of any claims. The Court has directed this Notice to be sent 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 Agreement. If the Court approves it, and after any appeals are resolved, payments will be made to Settlement Class Members, unless they affirmatively request to be excluded from the Settlement Agreement. This Notice explains the Action, the Settlement Agreement, your legal rights, what benefits are available, who is eligible, and how to get them.

2. What is the Action about?

The Plaintiffs claim Defendants have violated Washington state and Seattle wage and hour laws and regulations by: (1) failing to pay prevailing and overtime wages to drivers and laborers as required, (2) failing to provide them with adequate rest and meal breaks, (3) failing to pay them for all hours worked, and (4) willfully refusing to pay such wages owed. Defendants deny all of the above claims and allegations and have raised extensive defenses. Plaintiffs' Amended Complaint and other relevant documents are available at <https://www.rekhiwolk.com/class-actions/reece-construction/>.

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, Daniel Kwate and David Ingraham) sue on behalf of other people who they assert have similar alleged 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, Reece Construction Company and Steven Andy Reece) are called the Defendants.

4. Why is there a Settlement?

Both sides agreed to a Settlement Agreement. This allows the parties to avoid the cost, risks, hardships, and delays of litigation, a trial, and possible appeals. The Class Representatives and their attorneys think the Settlement Agreement is best for everyone in the Class.

WHO IS IN THE SETTLEMENT

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

Plaintiffs and Defendants have identified 59 Settlement Class Members who are receiving this notice (i.e., current or former employees of Reece Construction Company who worked in a driver, sweeper, or laborer position at any time from February 2, 2020, to [date of preliminary approval] and who are not subject to agreements that require individual arbitration of any claims. A Superior Court Judge has preliminarily approved notice to this group as Settlement Class Members.

If it is finally approved, the Settlement Agreement will cover all Settlement Class Members who have not timely and affirmatively excluded themselves from the Action. To be a part of and receive any money pursuant to the Settlement Agreement, Settlement Class Members don't need to do anything.

THE TERMS OF THE SETTLEMENT AGREEMENT

6. What claims are covered by the Settlement Agreement?

The Settlement Agreement will resolve all of the claims Settlement Class Members could have brought against Defendants regarding failure to provide proper meal and rest breaks, failure to pay at the proper prevailing and overtime wage rates, and failure to pay wages for all time worked, 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 and circumstances alleged in the Complaints.

7. What are the basic terms of the Settlement Agreement?

Subject to Court approval, the essential terms of the Settlement Agreement are as follows: Defendants will pay a total of \$995,000, apportioned as follows:

- **Class Fund:** At least \$XXXX which will be available for the payment of individual awards to Settlement Class Members who do not timely opt out of this Settlement Agreement.
- **Service Awards:** No more than \$XXX to the Plaintiffs and Class Representatives as service awards in recognition of their efforts.
- **Settlement Administration Expenses:** No more than \$3,500 to the Settlement Administrator for the processing of the settlement, including providing this notice to Settlement Class Members, handling the claims administration process, processing payments to Settlement Class Members and taxes, and issuance of tax forms.
- **Attorneys' Fees and Costs Award:** No more than \$XXXX to Class Counsel for the attorneys' fees and costs for litigation they have incurred and will incur through final judgment in representing the Plaintiffs and the Settlement Class.

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

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 and payroll records at Reece Construction, 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 allocated 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 320 days after distribution, the funds from those checks

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: One-third (1/3) of each Participating Settlement Class Member's settlement award will be treated as wages from which withholdings will be made and a W-2 issued and the other two-thirds (2/3) 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 Settlement 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 Participating Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement Agreement will irrevocably release all claims against Defendants from the beginning of time through the Final Approval Order's date that were brought or that could have been brought based on any facts and circumstances alleged in the Complaints in this Action. This Release specifically includes any claims for wages, including prevailing wages and overtime, meal breaks and rest breaks, statutory or liquidated damages, interest, fees, costs, and all other forms of relief that were sought or that could have been sought based on the facts alleged in the Complaints.

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

HOW YOU CAN GET PAYMENT

8. How can I get a payment?

To get payment, you don't need to do anything. If you do not submit a written request to be excluded from the Settlement Agreement, you will be a Participating 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 Agreement. If the King County Superior Court approves the Settlement Agreement, the parties will then have to wait to see whether there is an appeal. This will take at least 30 days and, if there is an appeal, can take up to a year or more to resolve. **If there is no appeal, we expect payments will go out in or around the middle of 2025.** 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 Terrell Marshall Law Group 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 \$XXXX, which must be approved by the Court as part of the final approval of this Settlement Agreement. Class Counsel have been working on this case since approximately January 2023 and have not received any compensation.

EXCLUDING YOURSELF FROM THE SETTLEMENT AGREEMENT

12. How do I exclude myself from the Settlement Agreement?

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 Settlement Class by submitting a written request stating, "I request that I be excluded from the Settlement Class in the case of *Kwate, et al., v. Reece Construction Company, et al.*, Case No. 23-2-02124-0 SEA." 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 Agreement (i.e., opt out), you will not receive any payment from the Settlement Agreement. You will also not be entitled to object to the Settlement Agreement. If you exclude yourself, you will not be bound by the terms of the Settlement Agreement, including the Release described in Section 7, above. This means you will retain the right at your own expense to pursue any alleged claims you may have against Defendants.

OBJECTING TO THE SETTLEMENT AGREEMENT

13. If I don't like the Settlement Agreement, how do I tell the Court?

If you are a Settlement Class Member, have not excluded yourself from the Settlement Agreement, and do not like it 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 Agreement or particular requests or provisions in the Settlement Agreement. If you object, you must include your name, address, and telephone number, the name of the Case (*Kwate, et al. v. Reece Construction Company, et al., Case No. 23-2-02124-0 SEA*), the reasons you object to the Settlement Agreement, 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 Agreement?

The Court will hold a Fairness Hearing at [HEARING TIME] on [HEARING DATE], at the King County Superior Court at 401 4th Ave. N, Room 2D, Kent, WA 98032. 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 Class Counsels’ website when available. If there are objections, the Court will consider them. Judge Maureen McKee 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 and costs, Settlement Administration expenses, and Class Representative Awards for the 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 McKee 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. If 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 *Kwate, et al., v. Reece Construction Company, et al., Case No. 23-2-02124-0 SEA.*” 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 Defendants’ Counsel at the following addresses:

Court	Class Counsel	Defendants’ Counsel
Hon. Maureen McKee King County Superior Court 401 4th Ave. N, Room 2D, Kent, WA 98032	Gregory A. Wolk Rekhi & Wolk, P.S. 529 Warren Avenue N., Ste. 201 Seattle, Washington 98109 Toby Marshall Terrell Marshall Law Group PLLC 936 N. 34th Street, Suite 300 Seattle, Washington 98103	Patrick Madden Monica Romero K&L Gates LLP 925 Fourth Ave., Ste 2900 Seattle, Washington 98104

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 Agreement—you will be part of the Settlement Class and will be entitled to payment. You will also be bound by the terms of the Settlement Agreement, 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 Agreement. More details are in the Settlement Agreement. You can review it and other relevant documents by visiting

https://www.rekhiwolk.com/class-actions/reece_construction/. Plaintiffs' motion for final approval of the Settlement Agreement, including requests for attorneys' fees and costs, and awards for the Class Representatives will be available on [DATE] at the above url.

Title	Reese Construction Class Action Settlement
File name	Class_Action_Sett...Kwate_v_Reece.pdf
Document ID	750cfb73843b838ccf48e2826a86b68387521399
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



10 / 08 / 2024
12:41:29 UTC-7

Sent for signature to Daniel Kwate (dkwate@yahoo.com), David Ingraham (ingraham.da@gmail.com), Greg Wolk (gwork@rekhiwolk.com) and Toby Marshall (tmarshall@terrellmarshall.com) from calvin@rekhiwolk.com
IP: 174.61.149.180



10 / 08 / 2024
12:41:51 UTC-7

Viewed by David Ingraham (ingraham.da@gmail.com)
IP: 174.231.136.150



10 / 08 / 2024
12:42:24 UTC-7

Signed by David Ingraham (ingraham.da@gmail.com)
IP: 174.231.136.150



10 / 08 / 2024
12:47:32 UTC-7

Viewed by Greg Wolk (gwork@rekhiwolk.com)
IP: 174.61.149.180





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
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Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 **10 / 08 / 2024** Viewed by Toby Marshall (tmarshall@terrellmarshall.com)
 VIEWED 13:13:26 UTC-7 IP: 63.235.115.202

 **10 / 08 / 2024** Signed by Toby Marshall (tmarshall@terrellmarshall.com)
 SIGNED 13:14:06 UTC-7 IP: 63.235.115.202

 **10 / 10 / 2024** Viewed by Daniel Kwate (dkwate@yahoo.com)
 VIEWED 10:42:45 UTC-7 IP: 135.134.146.113

 **10 / 10 / 2024** Signed by Daniel Kwate (dkwate@yahoo.com)
 SIGNED 10:43:14 UTC-7 IP: 135.134.146.113

 **10 / 10 / 2024** The document has been completed.
 COMPLETED 10:43:14 UTC-7