

# **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.

<b>Your Legal Rights and Options in this Settlement</b>	
<b>Do Nothing</b>	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.
<b>Ask to be Excluded</b>	Get no payment. This is the only option that allows you to maintain or pursue separately the legal claims in this Action against Defendants.
<b>Object</b>	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.
<b>Go to a Hearing</b>	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/](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.