

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”), which is subject to the approval of the Federal District Court for the Western District of Washington at Tacoma (“the Court”), is hereby executed by and among Michael Jenkins (the “Named Plaintiff”), individually and as representative of the Settlement Class defined herein (such Settlement Class and Named Plaintiff collectively “Plaintiffs”), and Steelscape Washington LLC (“Defendant”) in the putative class action *Michael Jenkins v. Steelscape Washington LLC*, United States District Court, Western District of Washington at Tacoma, No. 3:24-cv-05127-TMC (the “Action”).

### **RECITALS**

A. The Action arises from the allegations that (1) Plaintiffs were not paid required wages, including for time they spent before and after their respective shifts because they were allegedly paid based on approximated (scheduled) hours and because Defendant allegedly had a policy and practice of rounding time; (2) that Defendant allegedly failed to provide Plaintiffs with uninterrupted 30-minute meal periods for every five hours worked; and (3) that the alleged violations were willful. Based on those allegations, the Named Plaintiff asserts individual and putative class claims for minimum and overtime wage violations, compensation for meal periods, double damages, prejudgment interest, and attorneys’ fees and costs.

B. The Named Plaintiff and Defendant are familiar with the facts of these claims and the legal issues they present. To reach this Agreement, the parties participated in extended, good faith and arms-length negotiations with the assistance of a neutral third-party mediator. In these negotiations, Plaintiffs’ Counsel relied on payroll data and information provided by Defendant, information from the Named Plaintiff about his own experiences and observations, and a thorough analysis of the law applicable to Plaintiffs’ claims and Defendant’s defenses. As a result of these negotiations, the parties reached a settlement of the Action they believe to be fair, adequate and reasonable, and in the best interests of the Named Plaintiff and the Settlement Class. Subject to Court approval, this Agreement memorializes and finalizes the terms of the settlement reached by the parties at the conclusion of such negotiations.

C. The Named Plaintiff has claimed and continues to claim that each and all of the contentions made in the Action have merit and give rise to liability on the part of Defendant. Neither this Agreement nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission by or against the Plaintiffs, that any of their claims are without merit.

D. Defendant has denied and continues to deny each of the claims and contentions alleged by the Named Plaintiff in the Action. Defendant has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this

Agreement, is, may be construed as, or may be used as an admission, concession or indication by or against Defendant of any fault, wrongdoing or liability whatsoever.

E. The Parties acknowledge that this Agreement is beneficial for all involved. The Named Plaintiff and Plaintiffs' Counsel acknowledge the uncertainty, risks, difficulties, and delays inherent in this litigation. Based on the foregoing, and the extensive settlement negotiations between the parties, the Named Plaintiff and Plaintiffs' Counsel have determined that the terms of this Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class and the Named Plaintiff. Similarly, Defendant has concluded that further litigation of the Action would be protracted and expensive for all parties. Substantial amounts of time, energy, and resources have been and would continue to be devoted to Defendant's defense against Plaintiffs' claims. Defendant has, therefore, agreed to the terms set forth in this Agreement to finally resolve all claims in the Action.

NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among the Named Plaintiff and Defendant, by and through their respective counsel, and subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions outlined in this Agreement, and that the Action shall be dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.
  - a. "Attorneys Fees/Cost Award" is defined in Paragraph 6.
  - b. "Class Period" means January 16, 2021 to March 7, 2025.
  - c. "Defendant's Counsel" means Todd L. Nunn and the law firm of K&L Gates LLP.
  - d. "Effective Date" means the date by which this Agreement is finally approved as provided below and the Court's Final Judgment becomes final. For purposes of this Paragraph, the Court's Final Judgment "becomes final" upon the later of (i) expiration of the time for filing an appeal from the 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 Judgment is finally affirmed and all other means of appellate review have been exhausted or have expired.
  - e. "Enhancement Award" is defined in Paragraph 9.
  - f. "Final Judgment" means the Court's Final Judgment and Order Approving Settlement and Dismissing Action with Prejudice.
  - g. "Final Settlement Approval Hearing" is defined in Paragraph 11.a.
  - h. "Gross Settlement Amount" is defined in Paragraph 5.

i. “Net Settlement Amount” means the Gross Settlement Amount less the Enhancement Award, the Attorneys’ Fees/Cost Award, and approximately eight thousand five hundred Dollars (\$8,500) for Settlement Administration Costs.

j. “Opt-Out Deadline” is defined in Paragraph 11.c.

k. “Opt-Out Request” is defined in Paragraph 11.c.

l. “Plaintiffs’ Counsel” means Lindsay Halm, Andrew Boes, and the law firm of Schroeter Goldmark & Bender.

m. “Preliminary Order” is defined in Paragraph 11.a.

n. “Released Parties” is defined as Defendant, Steelscape Washington LLC, as well as Defendant’s past and present members, owner, subsidiaries, parents and other affiliated persons or entities, and all of their insurers, predecessors, successors, and assigns, and all of these entities’ respective past and present officers, directors, managers, supervisors, employees, agents, representatives, and attorneys, in their individual and representative capacities.

o. “Settlement Administration” means that process under the Court’s supervision that includes, but is not limited to, the manner in which the Notice of Settlement Form is distributed, opt-outs are processed, and the payments and distributions required under this Agreement are effectuated.

p. “Settlement Administrator” means Atticus Administration, LLC (“Atticus”), which will perform the Settlement Administration in connection with this Action.

q. “Settlement Administration Costs” means the gross amount payable to the Settlement Administrator for Settlement Administration services.

r. “Settlement Awards” means the specific amounts potentially payable to each individual member of the Settlement Class.

s. “Settlement Class” means all current and former non-exempt, hourly employees of Defendant who worked at the Kalama facility in Washington during the Class Period and for whom damages are calculated as owing by Plaintiff’s expert, except any person who timely opts out of the Settlement Class.

2. Class Certification. Solely for purposes of this Agreement, the parties stipulate and agree to the certification of a class action covering the Settlement Class. Should the settlement not become final for any reason, the parties will be returned to their pre-certification status prior to this Agreement. The fact that the parties were willing to stipulate to class certification as part of this Agreement will have no bearing on, and will not be admissible in connection with, the issue

of whether a class or classes should be certified in a non-settlement context in this Action or in any other action. Defendant expressly reserves its right to contest class certification and the merits of this or any other lawsuit should this settlement not become final.

3. Release by Named Plaintiff. As of the Effective Date, the Named Plaintiff, on behalf of himself and his marital community (if any), heirs, executors, administrators, and assigns, expressly waive, release, discharge and acquit any and all claims against Defendant, Defendant's past and present subsidiaries, parents and other affiliated persons or entities, and all of their insurers, predecessors, successors, and assigns, and all of these entities' respective past and present officers, directors, managers, supervisors, employees, agents, representatives, and attorneys, in their individual and representative capacities (collectively "Released Parties"). Except as expressly stated below, this waiver and release is comprehensive, and includes any and all claims (including claims to attorneys' fees), damages, causes of action or disputes, whether known or unknown, based upon acts or omissions occurring or that could be alleged to have occurred prior to the execution of this Agreement. This waiver and release includes, without limitation, all claims for wages, compensation, and damages of any kind whatsoever arising out of any: contracts, express or implied; covenant of good faith and fair dealing; estoppel or misrepresentation; defamation; discrimination; harassment; retaliation; wrongful termination; negligence; loss of consortium; or other torts; any federal, state, local or other governmental statute or ordinance, including, without limitation (and as amended, if applicable), the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, and RCW Chapters 49.12, 49.46, 49.48, and 49.52, and any other claim arising out of the employment relationship. Notwithstanding the foregoing, this release does not include any claims that arise after execution of this Agreement, including claims for breach or enforcement of this Agreement, claims under the Age Discrimination in Employment Act or Older Workers Benefit Protection Act, unemployment compensation claims, worker's compensation claims, or any other claim that may not be lawfully released under this Agreement.

4. Release by Settlement Class. As of the Effective Date, this Agreement constitutes a full and final settlement and release of any and all claims for or relating to unpaid wages, unpaid work time, and any related overtime (or the calculation thereof), alleged failure to provide meal periods that comply with WAC 296-126-092, that were or could have been asserted by any and all members of the Settlement Class against Defendant or any other Released Parties. This release covers any and all wage claims, rights, demand, charges, complaints, causes of action, damages, obligations, disputes, or liabilities of any kind or nature for or relating to unpaid wages, recorded, unrecorded, off-the clock, additional, undercompensated, or uncompensated work time, rounding policies or practices, alleged meal period violations, any claims related to breaks, any related overtime claims, or claims for double damages, that were asserted in the Action or could have been but were not asserted in the Action, whether known or unknown, arising out of work performed by the Settlement Class for Defendant prior to the execution of this Agreement. This expressly includes but is not limited to any statutory (including under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, and RCW Chapters 41.56, 49.12, 49.46, 49.48, 49.52, and/or WAC 296-126-092), contractual or common law claim for compensation, wages, unpaid amounts, double damages, interest, penalties, costs, expenses, and/or attorneys' fees for or related to such matters.

5. Gross Settlement Amount. Defendant agrees to pay in full settlement of the Action the gross amount of Six Million One Hundred Fifty Thousand Dollars (\$6,150,000) (the “Gross Settlement Amount”), which will satisfy all Settlement Awards, the Enhancement Award, the Attorneys Fees/Cost Award, and Settlement Administration Costs. Defendants will be separately responsible for any employer payroll taxes required by law, which shall not be paid from the Gross Settlement Amount. Defendant will not be responsible for making any other payment of any kind to Plaintiffs or Plaintiffs’ Counsel in connection with this matter. Defendant will provide the Gross Settlement Amount, along with employer payroll taxes (as calculated by the Settlement Administrator) to the Settlement Administrator by wire or check within thirty (30) days of the Effective Date.

6. Attorneys’ Fees and Costs. Defendant will not oppose an application by Plaintiffs’ Counsel for an award of up to twenty-five percent (25%) of the Gross Settlement Amount as payment for attorneys’ fees in connection with the Action, exclusive of any costs and expenses. Other than any amount ultimately awarded to Plaintiffs’ Counsel by the Court and payable out of the Gross Settlement Amount (the “Attorneys Fees/Cost Award”), each party will be responsible for bearing its own attorneys’ fees, costs, and expenses.

7. Settlement Administration Costs. Settlement Administration Costs will be paid from the Gross Settlement Amount.

8. Withholding and Taxes. The payments contemplated under this Agreement, including Settlement Awards and Enhancement Award, will be subject to all taxes and withholdings required by law. The Settlement Administrator will be responsible for calculating such amounts, paying required taxes and withholdings, other than employer payroll taxes, out of the Gross Settlement Amount, and issuing required tax documentation to Plaintiffs’ Counsel, the Named Plaintiff, and members of the Settlement Class. The parties will cooperate fully with the Settlement Administrator as reasonably necessary to facilitate such calculations, payment, and documentation.

9. Enhancement Award. In addition to any Settlement Award to which he may be entitled, the Named Plaintiff will receive an enhancement award in the gross amount of Ten Thousand Dollars (\$10,000)(the “Enhancement Award”). The enhancement award is not wages.

10. Settlement Awards.

a. Cooperation between Parties. Defendant will reasonably cooperate with Plaintiffs’ Counsel to provide additional data necessary to calculate individual Settlement Awards, and Plaintiffs’ Counsel will presume that such data is accurate. Defendant need not produce pay and timekeeping data already produced, and agrees to update such information with job titles, employment dates, and dates of any meal period waivers for the Settlement Class. Defendant agrees to provide such information to Plaintiffs’ Counsel within fourteen (14) days of entry of the Preliminary Order. Any information provided to Plaintiffs’ Counsel pursuant to this Agreement will be used solely to administer this Agreement and not for any other purpose. The Parties agree

to cooperate in all aspects of the Settlement Administration process and to make reasonable efforts to control and minimize the costs and expenses incurred in administration of this Agreement. If, after the Effective Date, it is discovered that Defendant omitted an employee from the Settlement Class who should have been included, Defendant agrees to cooperate with Plaintiffs' Counsel to remedy such mistake, either by (i) issuing an individual Settlement Award commensurate with the other members of the Settlement Class or (ii) preparing the necessary paperwork or pleading to authorize payment from any residual moneys remaining from uncashed checks.

b. Calculation of Settlement Awards. Individual Settlement Awards will be determined by Plaintiffs' Counsel based on their expert calculations of alleged unpaid wages and compensation for alleged meal period violations during the Class Period, plus prejudgment interest associated with such calculations. Class member awards will then be reduced to a pro rata share of the Net Settlement Amount and allocated (33%) wages, subject to payroll taxes and withholdings, (33%) exemplary damages and penalties, and (34%) interest. Defendant shall have the right to review all calculations for accuracy. At least thirty (30) days before the Opt-Out Deadline, Plaintiffs' Counsel will advise the Settlement Administrator and Defendant's Counsel of its proposed Settlement Award calculations, subject to confirmation by the Settlement Administrator as described below.

c. Confirmation by Settlement Administrator. Although Plaintiffs' Counsel will be responsible for calculating the amounts of the Settlement Awards, including the amount of Settlement Awards that otherwise would have been paid to any individuals who opt-out, such calculations will not be considered final until the Settlement Administrator evaluates and confirms that the sum of all individual Settlement Awards equals the Net Settlement Amount.

11. Procedures for Approval. The Parties agree to the following procedures for obtaining preliminary Court approval of this Agreement, notifying the Settlement Class, submitting objections, obtaining final Court approval of this Agreement and dismissal of the Action, and making and administering the settlement payments:

a. Preliminary Settlement Hearing. The Parties will seek an order (the "Preliminary Order") certifying the Settlement Class for settlement purposes only; appointing the Named Plaintiff as class representatives and Plaintiff's Counsel as class counsel; preliminarily approving this Agreement; authorizing the Parties to send notice of the settlement to members of the Settlement Class; and setting a date for a final settlement approval hearing (the "Final Settlement Approval Hearing") at which the Court will determine whether to grant final approval of this Agreement. Plaintiffs' Counsel will take the lead in drafting necessary pleadings that shall be in the form of a Plaintiffs' motion. Plaintiffs' Counsel will provide Defendant with a nearly final draft (meaning final pending Defendant's approval) of the motion for preliminary approval (along with any supporting documents and proposed order) no later than 7 days prior to filing. If the Parties disagree regarding any terms of the preliminary approval motion, they will work in good faith to resolve the dispute. The Parties agree to note the motion without oral argument but will cooperate to schedule a hearing if one is requested by the Court.

b. Notice to the Class. The Parties will attempt to agree on the form of a proposed Notice of Proposed Settlement and Dismissal of Class Action (“Notice”) to the Settlement Class. Any unresolved disputes will be submitted in a joint motion to be decided by the Court. Within fifteen (15) days of entry of the Preliminary Order, Defendant will provide its most current contact information for each member of the Settlement Class to the Settlement Administrator in Excel format, including: (i) name; (ii) last known address; (iii) last known telephone (if known and reasonably accessible); and (iv) email address (if known and reasonably accessible). Within ten (10) days of receiving this contact information from Defendant, the Settlement Administrator will mail the Notice to all members of the Settlement Class at such address via first class regular United States mail. Such Notice will include: the nature and status of the Action, including the positions of the parties; a brief summary of this Agreement and the method of calculating Settlement Awards; the proposed dismissal of the Action; the procedure for opting out of the Settlement Class or objecting to this Agreement; the date, time, and location of, and procedure for participating in, the Final Settlement Approval Hearing; and the method for submitting inquiries concerning this Agreement or related matters. If any Notice is returned as undeliverable, the Settlement Administrator will attempt one trace to locate a correct address and, if located, will make a second attempt at mailing the Notice. If the Notice is again returned as undeliverable, no further attempts at delivery will be necessary, with the exception that Plaintiffs’ Counsel may undertake additional efforts to locate members of the Settlement Class for whom the mailing is returned as undeliverable, as identified by the Settlement Administrator.

c. Procedure for Opting Out. The Notice will provide that individuals who wish to exclude themselves from the Settlement Class must send to the Settlement Administrator by facsimile transmission, email, or first class regular United States mail a written statement requesting exclusion from the Class (“Opt-Out Request”) that must be transmitted or postmarked on or before sixty (60) calendar days of the Preliminary Order (the “Opt-Out Deadline”). In order for an individual to be validly excluded from this settlement (*i.e.*, to opt out), the written request must include the individual’s name, address, request for exclusion, and signature (scanned, if by email). For completed Opt-Out Requests delivered to the Settlement Administrator, the facsimile or email transmission date and the date of the postmark on the return-mailing envelope will be the exclusive means used to determine whether an Opt-Out Request has been timely submitted. Individuals who are validly excluded from this settlement as provided in this Paragraph will not receive any payment under this Agreement, will have no right to object to this Agreement, and will not be bound by any release. Individuals who fail to submit a valid and timely Opt-Out Request on or before the Opt-Out Deadline will be deemed members of the Settlement Class and will be bound by all terms of the Agreement and any Final Judgment entered if the Agreement is approved by the Court.

d. Procedure for Objecting to Settlement. Members of the Settlement Class who wish to object to any aspect of this Agreement must file with the Court and serve on counsel for all parties a written statement containing their objection no later than the objection deadline approved by the Court and set forth in the Notice. Members of the Settlement Class who fail to file and serve timely written objections will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to this Agreement.

e. No Solicitation of Opt-Outs or Objections to Settlement. Neither the Named Plaintiff nor Defendant, nor their respective counsel, will seek to solicit or otherwise encourage members of the Settlement Class to opt out or submit written objections to this Agreement.

f. Settlement Administrator's Report. The Settlement Administrator will provide periodic updates regarding opt-out requests to counsel for the parties. Within five (5) days after the Opt-Out Deadline, the Settlement Administrator will provide a sworn declaration to counsel for the parties containing an administrator's report, including information regarding the Settlement Administrator's Notice mailing process and the receipt of any opt-out requests; in addition, the Settlement Administrator will provide the Parties a corresponding list of all members of the Settlement Class (without names), the amount of their respective Settlement Awards, and the amount of any Opt-Out Adjustment. This declaration will be filed with the Court by Plaintiffs' Counsel in support of the motion for final approval of the settlement described below.

g. Final Settlement Approval Hearing and Entry of Final Judgment. Plaintiffs' Counsel will take the lead in drafting a motion for final approval of the settlement together with a proposed Final Judgment and Order Approving Settlement and Dismissing Action with Prejudice ("Final Judgment"). The motion shall be filed promptly after the close of any objection period in the form of a Plaintiffs' motion. Plaintiff's Counsel will provide Defendant with a nearly final draft (meaning final pending Defendant's approval) of the motion for final approval (and any supporting documents and proposed order) no later than 10 days prior to filing. Defendant will provide any revisions no later than 3 days prior to filing. If the Parties disagree regarding any terms of the motion for final approval, they will work in good faith to resolve the dispute. The motion for final approval cannot be filed by Plaintiff absent the prior written approval of Defendant, which shall not be unreasonably withheld and must be timely raised (no later than 3 days prior to filing). A Final Settlement Approval Hearing will be conducted to determine whether the Court should grant final approval of the Agreement. At that hearing, the parties will present the Final Judgment to the Court for its approval and entry. As part of the Final Judgment, the Court will dismiss the Action with prejudice as to the Named Plaintiff and the Settlement Class. After entry of the Final Judgment, the Court will have continuing jurisdiction over the Action solely for the purposes of addressing (i) Settlement Administration matters, and (ii) such post-Final Judgment matters as may be appropriate under court rules.

h. Settlement Award Payments. The Settlement Administrator will mail Settlement Award checks to members of the Settlement Class within thirty (30) days after the Effective Date, and alert them of a check-cashing deadline of one hundred (100) days after the Effective Date ("Check Cashing Deadline"). Such checks will be based on the calculations referenced above, less all legally required taxes and withholdings. The Settlement Administrator will be responsible for providing to members of the Settlement Class IRS W-2 Forms reflecting the wage portion of the payment; and IRS 1099 Forms reflecting the non-wage portions of the payment. The Settlement Administrator will prepare and mail a postcard to members of the Settlement Class who, within thirty days (30) of mailing, have not cashed their Settlement Award checks. The Settlement Administrator will provide Plaintiff's Counsel with the names and last

known contact information for such individuals so that Plaintiffs' Counsel may undertake additional efforts to alert them of the Check Cashing Deadline. Any member of the Settlement Class whose Settlement Award check is returned as undeliverable will receive his/her Settlement Award if he/she contacts the Settlement Administrator and provides a mailing address within the Check Cashing Deadline. No later than one hundred and twenty (120) days after the Effective Date, the Settlement Administrator will confer with the parties' counsel regarding any undeliverable Settlement Award checks and any residual amount of the Gross Settlement Amount. In the event any residual amount remains after a period of nine (9) months, the Settlement Administrator will send a check to the Legal Foundation of Washington for that amount. There will be no reversion to Defendant.

i. Attorneys' Fees/Cost Award and Enhancement Award Payments. The Settlement Administrator will deliver the Attorneys' Fees/Cost Award, payable to Plaintiffs' Counsel, and the Enhancement Award, payable to the Named Plaintiff, to Class Counsel within fifteen (15) days of the Effective Date and receipt by the Settlement Administrator of any required tax documentation.

j. Nullification of Settlement. This Agreement shall be null and void if (i) the Court does not enter the Preliminary Order as provided above, (ii) more than four percent (4%) of individuals who would otherwise be members of the Settlement Class choose to opt out of the Settlement Class and, as a result, Defendant, in its sole discretion, elects to void this Agreement, (iii) the Court does not finally approve this Agreement as provided above, (iv) the Court does not enter a Final Judgment that becomes final within the meaning of Paragraph 1.d above, or (v) the settlement does not become final for any other reason. In such a case, the Parties will be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement and will proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought prior to the Effective Date, administration of this Agreement will be stayed pending final resolution of the appeal or other appellate review.

12. No Effect on Employee Benefits. This Agreement, and any amounts paid to members of the Settlement Class hereunder, will have no effect on the eligibility and/or calculation of their respective employee benefits and will not represent any modification to their previously credited hours of service under any employee pension benefit plan or employee welfare plan sponsored by or subject to contributions from Defendant. Further, any amounts paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan or employee welfare benefit plan sponsored by or subject to contributions from Defendant.

13. Miscellaneous Provisions.

a. Interim Stay of Proceedings. Except for proceedings necessary to implement and finalize this Agreement, the Parties agree to hold all further proceedings in the Action in abeyance pending the Final Settlement Approval Hearing to be conducted by the Court.

b. Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all parties or their successors-in-interest.

c. Entire Agreement. This Agreement constitutes the entire Agreement among these parties, and no representations, warranties or inducements have been made to any party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

d. Authorization to Enter into Settlement. Counsel for all parties warrant and represent that they are expressly authorized by the parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement and a full and final resolution of the claims asserted in the Action. The parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of this Agreement. In the event the parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the parties may seek the assistance of a mutually designated third party, or the Court, to resolve such disagreement.

e. Media Statements. The Named Plaintiff and Plaintiffs' Counsel agree that they will not issue a press release about this settlement.


f. Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, any successors or assigns of the parties.

g. Washington Law Governs. All terms of this Agreement are to be governed by and interpreted according to the laws of the State of Washington. The parties agree that this Agreement has been freely negotiated and should not be construed against any party as the drafter.

h. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the parties to this Agreement will exchange among themselves original signed counterparts.

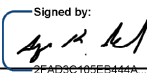
i. This Settlement is Fair, Reasonable, and Adequate. The Named Plaintiff and Defendant believe that this is a fair, reasonable and adequate settlement and have arrived at this settlement in arms-length negotiations after taking into account all relevant factors, present and potential.

**SCHROETER GOLDMARK & BENDER**

By:   
Lindsay L. Halm, WSBA #37141


Dated: 3/11/2025

**MICHAEL JENKINS**

By:   
Signed by: 2FAD5C105EB44A...

Dated: 3/11/2025 | 10:26 AM PDT

**K&L GATES LLP**

By:   
Todd L. Nunn, WSBA#23267

Dated: 3/12/2025

**STEELSCAPE WASHINGTON LLC**

By:   
DocuSigned by: AA241206D4AA451...

Title: President

Dated: 3/12/2025