

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

Pizl v. Northwest Premier Investments, Inc.

Lewis County Superior Court Case No. 23-2-01101-21

— NOTICE OF CLASS ACTION SETTLEMENT —

A court authorized this notice. This is not a solicitation from a lawyer. Your legal rights are affected whether you act or do not act. Please read this notice carefully.

TO: All Washington residents who applied for Crew Member jobs in Washington with Northwest Premier Investments, Inc. between January 1, 2023, and December 31, 2023, that were posted on talentreef.com, jobappnetwork.com, papamurphys.com, papamurphyscareers.com, or nwpjobs.com, where the job posting did not disclose the wage scale or salary range or a description of benefits for the position.

PLEASE READ THIS NOTICE CAREFULLY. A settlement in a class action has been reached and you may be entitled to a payment from the settlement. You must submit a valid and timely Claim Form to receive a payment.

- A job applicant filed a lawsuit against Northwest Premier alleging that it failed to post the wage scale or salary range on its job postings after January 1, 2023.
- Northwest Premier denies any fault, wrongdoing, or liability. Northwest Premier agreed to this Settlement to avoid the risk and expense of further litigation.
- To qualify for a share of the settlement fund, you must have been a Washington resident who applied for a Crew Member job in Washington with Northwest Premier from January 1, 2023 through December 31, 2023 on any electronic or other media, where the job posting did not disclose the wage scale or salary range or a description of benefits for the position.

YOU MUST SUBMIT A TIMELY AND VALID CLAIM FORM IN ORDER TO RECEIVE A SETTLEMENT PAYMENT.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUBMIT A CLAIM FORM | The only way to get a Settlement payment. |
| ASK TO BE EXCLUDED | Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against Northwest Premier with respect to the legal claims in this case. |
| OBJECT | Write to the Court if you do not like the Settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this case. |
| DO NOTHING | Get no payment. Give up rights related to the legal claims in this Case |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant its final approval of the Settlement. If the Court approves the Settlement, and if there are no appeals, Settlement payments will be made on or about May 31, 2025. Please be patient.

1. Why did I get this Notice?

The Court has allowed this Notice to be sent to you to inform you about the class action Settlement because you are a Settlement Class Member and to inform you of your options before the Court decides whether to grant its final approval of the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who submit timely and valid claim forms to the Settlement Administrator.

This Notice explains the case, the class action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Case about?

The Plaintiff alleges that Northwest Premier violated RCW 49.58.110 by failing to include the wage scale or salary range on jobs posted on or after January 1, 2023.

The Lewis County Superior Court is overseeing this class action. The lawsuit is known as *Pizl v. Northwest Premier Investments, Inc.*, Case No. 23-2-01101-21 (the “Case”).

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

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The individual who sued, and who represents the Class, is called the Plaintiff. The entity the Plaintiff sues (in this case Northwest Premier) is called the Defendant. In a class action, one court resolves the issues for everyone in the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Northwest Premier. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representative and her attorneys think the Settlement is best for everyone in the Class.

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

As part of the Settlement of the Case, the Lewis County Superior Court decided that everyone who fits the following description is a Settlement Class Member:

All Washington residents who applied for Crew Member jobs in Washington with Northwest Premier Investments, Inc. between January 1, 2023, and December 31, 2023, that were posted on talentreef.com, jobappnetwork.com, papamurphys.com, papamurphyscareers.com, or nwpjobs.com, where the job posting did not disclose the wage scale or salary range or a description of benefits for the position.

To receive any money pursuant to the Settlement, you must submit a valid and timely Claim Form to the Settlement Administrator by the Notice Deadline.

6. What claims are covered by the Settlement?

The Settlement will resolve any and all claims that were brought or that could have been brought based on any facts alleged in the Case relating to Northwest Premier job postings from January 1, 2023 through December 31, 2023.

The Settlement specifically resolves any alleged violation of RCW 49.58.110 by failing to post the wage scale or salary range on any job posting from January 1, 2023 through December 31, 2023.

7. What are the basic terms of the Settlement?

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

Defendant will pay a maximum total of \$2,350,000 to a Common Fund, apportioned as follows:

- **Class Fund:** At least \$1,598,500, which will be available for the payment of Settlement Awards to Settlement Class Members who submit timely and valid Claim Forms.
- **Service and Full Release Award:** \$10,000 Plaintiff Kimberly Pizl as a service award in recognition of her efforts in prosecuting the Case and in recognition that she is providing a full, general release of all known and unknown claims against Northwest Premier.
- **Settlement Administration Expenses Award:** \$35,000 to the Settlement Administrator for the processing of the Settlement, including the expenses of providing settlement notice to Settlement Class Members, handling the settlement administration process, processing payments to Settlement Class Members, and handling tax reporting requirements.
- **Attorneys’ Fees and Costs Award:** \$705,000 to Class Counsel for the attorneys’ fees award and up to \$1,500 for actual litigation costs incurred in representing Plaintiff and the Settlement Class.

Monetary Relief: The amount available to the Settlement Class Members is intended to compensate for the violations alleged in the Case.

Distribution of Class Fund: Each Settlement Class Member who submits a valid and timely Claim Form (enclosed with this notice) will receive a settlement payment. The amount of your estimated settlement payment is an equal portion of the Class Fund allocated to all Settlement Class Members. The Settlement Agreement is not intended and shall not be interpreted or construed as creating residual funds. Funds that remain in the Class Fund after all payments required by this Agreement have been paid shall revert to Northwest Premier.

Release of Claims: Upon final approval by the Court, each Settlement Class Member will irrevocably release all of the Released Claims against Northwest Premier. The Released Claims include any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case relating to job postings, including any alleged violations of RCW 49.58.110.

This Release requires you to waive and precludes you from bringing any released claims for the period January 1, 2023 through December 31, 2023.

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

8. How can I get a payment?

To receive any money pursuant to the Settlement, you must submit a valid and timely Claim Form to the Settlement Administrator by the Notice Deadline.

9. When would I get my payment?

The Court will hold a hearing on November 22, 2024 to decide whether to grant its final approval of the Settlement. If the Lewis County Superior Court approves the settlement and there are no objections, payment will be made on or around May 31, 2025. If there are objections, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal’s progress will be made available at www.northwestpremier settlement.com.

10. Do I have a lawyer in this case?

The Court has decided that James B. Pizl and the lawyers from the law firm of Entente Law PLLC are qualified to represent you and all Settlement Class Members. These lawyers are called “Class Counsel.” You will not be charged 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 attorney’s fees in the amount of \$705,000, and their litigation costs in an amount up to \$1,500, each of which must be approved by the Court as part of the final approval of this Settlement.

Class Counsel have been working on this case since November 2023 and have not received any fees or reimbursements for the costs of the lawsuit.

12. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by October 25, 2024. You may be excluded as a member of the class by submitting a written request stating, "I request that I be excluded from the Class in the case of *Pizl v. Northwest Premier Investments, Inc.*, Lewis County Superior Court Case No. 23-2-01101-21." 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 October 25, 2024:

Pizl v. Northwest Premier Investments, Inc.
c/o CPT Group Inc.
50 Corporate Park
Irvine, CA 92606
Toll Free Number: 1(888) 628-3574

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

If you have not excluded yourself from the Class Action, and do not like the Settlement, you can object. You must do so in writing, and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (*Pizl v. Northwest Premier Investments, Inc.*, Lewis County Superior Court Case No. 23-2-01101-21), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than October 25, 2024**:

Class Counsel
James B. Pizl
Entente Law PLLC
315 39th Ave SW Ste 14
Puyallup, WA 98373

14. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at 9:30 a.m. on November 22, 2024, at the Lewis County Superior Court, 345 W Main Street, Chehalis, WA 98532.

If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. At the hearing, the Court will decide whether to grant final approval of the Settlement.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you properly and timely submitted any written objection, the Court will consider it. You may also pay your own lawyer to attend.

16. What happens if I do nothing at all?

If you do nothing, you will get no payment. However, you will be bound by the other terms of the Settlement, including the Release of Claims described in Sections 6 and 7, above.

17. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website www.northwestpremiersettlement.com which has a copy of the Settlement Agreement posted. Plaintiff's motion for final approval of the settlement agreement, including Class Counsel's request for attorney's fees, costs, Settlement Administration Expenses, and a Service Award for the named Plaintiff will be available for you to review on September 13, 2024 at www.northwestpremiersettlement.com.