

CLASS SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered into by and between Northwest Premier Investments, Inc. (“Northwest Premier” or “Defendant”), and Kimberly N. Pizl (“Plaintiff” or “Class Representative”), who is acting both individually and in her capacity as the class representative in the proposed class action entitled *Pizl v. Northwest Premier Investments, Inc.*, Lewis County Superior Court, Case No. 23-2-01101-21 (the “Case”). Hereafter, Plaintiff and Defendant are referred to as the “Parties.”

II. Investigations and Due Diligence.

The Parties have conducted formal and informal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have amply considered and analyzed their respective claims and defenses.

III. Settlement Negotiations.

The Parties have engaged in settlement negotiations since shortly after the case was filed. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiff believes is in the best interest of the Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

IV. Northwest Premier’s Denials of Wrongdoing and Non-Admission of Allegations.

Northwest Premier has denied and continues to deny each of the claims and contentions alleged by Plaintiff on her own behalf and on behalf of members of the proposed Settlement Class. Furthermore, Northwest Premier has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or 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 Northwest Premier of any fault, wrongdoing, or liability whatsoever. Northwest Premier expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then Northwest Premier would have continued to vigorously defend against Plaintiff’s claims. Northwest Premier agrees to this Settlement solely to avoid the risk and expense of further litigation.

V. Stipulated Settlement and Dismissal

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties’ Settlement is finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.

a. **“Effective Date”** means three days after the date of the Superior Court’s entry of the Final Approval Order, if there are no objections. If there are objections, the Effective Date shall be the latter of either (1) 31 days following the Superior Court’s entry of the Final Approval Order, or (2) if a timely appeal is made, the date of final resolution of that appeal and any subsequent appeals.

b. **“Settlement”** means the common fund settlement reached by the Parties through the negotiation process described in Paragraph III above.

c. **“Settlement Administrator”** means CPT Group, Inc., subject to the Superior Court’s approval.

d. **“Settlement Class Period”** means the period from January 1, 2023 through December 31, 2023.

e. **“Settlement Class”** or **“Settlement Class Members”** means Washington residents who applied for Crew Member jobs in Washington with Northwest Premier Investments, Inc. during the Settlement Class Period, 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.

f. The **“Notice of Settlement”** means the form attached hereto as **Exhibit A**.

g. The **“Initial Mailing Date”** is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to Settlement Class Members.

h. The **“Notice Deadline”** is sixty (60) days after the Initial Mailing Date.

i. **“Class Counsel”** means James B. Pizl and the law firm of Entente Law PLLC.

j. **“Settlement Amount”** or **“Common Fund”** means the maximum amount Defendant is required to pay pursuant to this Settlement Agreement, which is the sum of Two Million, Three Hundred Fifty Thousand (\$2,350,000).

k. **“Attorney’s Fees and Costs Award”** means the amounts the Parties propose be paid to Class Counsel as attorney’s fees and litigation costs in connection with their prosecution and settlement of the Case.

l. **“Settlement Administration Expenses Award”** means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement.

m. **“Service Award”** means the amount the Parties propose be paid to Plaintiff as an award in recognition of her efforts in prosecuting the Case.

n. **“Class Fund”** means the aggregate, gross amount the Parties propose be available to the Settlement Class as Settlement Awards pursuant to this Agreement. The Class Fund

shall be calculated by subtracting the Court-approved Service Award, Settlement Administration Expenses Award, and Attorney's Fees and Costs Award from the Common Fund.

o. **"Settlement Awards"** means the amounts the Parties propose be paid to members of the Settlement Class who submit valid and timely Claim Forms pursuant to this Agreement.

p. **"Released Claims"** means any and all claims that were brought or that could have been brought based on any facts alleged in the Case, including but not limited to any alleged violations of RCW 49.58.110 by failing to post the wage scale or salary range on any job from January 1, 2023 through December 31, 2023.

q. **"Released Party"** as released through the Releases described in Section V.2., below, includes the named Defendant in the Case, Northwest Premier Investments, Inc.

2. Release.

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiff Kimberly N. Pizl and the Settlement Class of all Released Claims.

3. Payment by Northwest Premier and Creation of Qualified Settlement Fund.

Subject to final approval of the Settlement by the Superior Court, Northwest Premier agrees to pay the Settlement Amount to the Settlement Administrator. The Settlement Administrator will then deposit the amount into a Qualified Settlement Fund ("QSF") for purposes of processing the Settlement and paying the Service Awards, the Settlement Administration Expenses Award, the Attorney's Fees and Costs Award, and the Settlement Awards. By funding the QSF, Northwest Premier will fully discharge its financial obligations under this Agreement and shall have no further financial obligations under this Agreement.

4. Calculation of Individual Settlement Awards.

a. Subject to approval by the Superior Court, the calculations of Individual Settlement Awards available to Settlement Class Members will be made by Class Counsel.

5. Attorney's Fees and Costs Award.

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will request an Attorneys' Fees Award of no more than thirty percent (30%) of the Settlement Amount, or Seven Hundred Five Thousand Dollars (\$705,000), plus no more than One Thousand Five Hundred Dollars (\$1,500) for actual litigation costs incurred.

6. Service Awards.

Subject to approval by the Superior Court, the amount paid to Kimberly N. Pizl for her service award shall be Ten Thousand Dollars (\$10,000). This award will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiff.

7. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Settlement Class Members, tracing undeliverable mailings, recording and tracking responses to the mailings to the Class, tracking and responding to any inquiries made by any member of the Class, reviewing Class Counsel's calculation of the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a QSF pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms 1099-MISC), performing all related tax reporting to taxing authorities and to Northwest Premier, and issuing the Service Awards, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award.

b. Northwest Premier shall, within 10 days after this Agreement is executed, provide Class Counsel with an Excel spreadsheet containing the following information for each potential member of the Class: (i) name; (ii) last known address (if known and reasonably accessible); (iii) last known telephone number (if known and reasonably accessible); and (iv) email address (if known and reasonably accessible). Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential, and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law or Court order.

c. The Settlement Administrator, in consultation with Class Counsel, shall also have the responsibility to determine any Settlement Class Member's eligibility for a Settlement Award. Each Settlement Class Member who submits a valid and timely Claim Form will automatically be eligible to receive a Settlement Award. Within 7 days after the Notice Deadline, the Settlement Administrator shall provide Northwest Premier and Class Counsel with (1) an electronic report setting forth the names and identities of all individuals who submitted a valid and timely Claim Forms; (2) copies of all Exclusion Letters returned or received; and (3) copies of all objections returned or received. Northwest Premier and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and any objections received. Northwest Premier and Class Counsel shall have 7 days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within 5 days after submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of eligibility determinations to Northwest Premier and Class Counsel, which results will include the names of all Settlement Class Members who will receive a Settlement Payment and the names of all individuals who opted out of the Settlement.

Within 5 days after receipt, the Settlement Administrator shall provide Northwest Premier and Class Counsel with copies of any objections returned or received.

d. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award of no more than Thirty-Five Thousand Dollars (\$35,000). The costs, fees and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

8. Notice/Approval of Settlement Agreement.

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, notifying the members of the Settlement Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. Class Counsel shall file a motion with the Superior Court to be heard on June 21, 2024, or the earliest date thereafter the Superior Court has available, to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Settlement to members of the Settlement Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order (the "Preliminary Approval Order") preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Settlement Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement.

c. Subject to the Superior Court's approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within 28 days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement and Claim Forms to all Settlement Class Members by mail and email. The email notice shall have a link for the Settlement Class Member to submit an electronic Claim Form.

(2) The Notice of Settlement shall provide that Settlement Class Members who object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. The written statement must be filed with the Court and postmarked or delivered to Class Counsel and Defendant's counsel on or before the Objection Deadline.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Settlement Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

e. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again

returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Settlement to a Settlement Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Settlement Class Member's request for the same.

f. Subject to the Superior Court's availability and direction but no sooner than twenty-eight (28) calendar days after the Objection Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiffs. If the Superior Court grants its final approval of the Settlement, the Parties will promptly and jointly ask the Superior Court to enter the Final Judgment dismissing the Case with prejudice and without an award of attorney's fees, expenses, or costs to any Party except as provided herein.

g. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continued jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

h. On the latter of the Effective Date or May 31, 2025, Northwest Premier shall initiate a transfer of the Settlement Amount less unclaimed funds to the Settlement Administrator for deposit into the QSF.

i. Within 3 business days after the Settlement Amount is deposited into the QSF, the Settlement Administrator shall wire transfer or issue and mail checks for Service Awards, the Settlement Administration Expenses Award, and the Attorneys' Fees and Costs Award to the respective recipients thereof. Within 21 days after the Settlement Amount is deposited into the QSF, the Settlement Administrator shall issue and mail the Settlement Award checks.

j. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class Member, Northwest Premier shall instruct the member to contact the Settlement Administrator. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide Defendant with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by Northwest Premier. If any checks to Settlement Class Members have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent by the Settlement Administrator in the corresponding Settlement Class

Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). Northwest Premier will not receive any reversion of funds remaining due to uncashed checks.

k. 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.

l. If the Superior Court does not grant preliminary or final approval of the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

9. No Effect on Employee Benefits.

This Settlement, and any payments made thereunder to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

10. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date of the Settlement.

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

c. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the documents it requires (such as the Notice of Settlement).

d. 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. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

f. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

g. Plaintiffs and Northwest Premier believe that this is a fair, reasonable, and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, considering all relevant factors, present and potential.

h. Class Counsel and/or the Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website may include a copy of this Agreement and any other documents filed with the Superior Court.

i. The parties agree that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

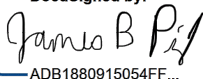
j. This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed an original, and all of which together shall be deemed one and the same instrument. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

IT IS SO AGREED.

Signature Page to Follow

**COUNSEL FOR PLAINTIFFS AND
PROPOSED CLASS COUNSEL**

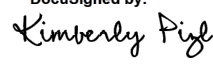
ENTENTE LAW PLLC

DocuSigned by:

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James B. Pizl, Principal

Dated: 5/17/2024

CLASS REPRESENTATIVE

DocuSigned by:

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Kimberly N. Pizl, individually and on
behalf of the Certified Class

Dated: 5/17/2024

**COUNSEL FOR DEFENDANT
NORTHWEST PREMIER
INVESTMENTS, INC.**

SEBRIS BUSTO JAMES

DocuSigned by:

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Darren Feider, Shareholder

Dated: 5/17/2024

**NORTHWEST PREMIER
INVESTMENTS, INC.**

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By **Brandon Lovelace**
Its Director of Operations

Dated: 5/20/2024

EXHIBIT A

NOTICE OF SETTLEMENT

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](https://www.talentreef.com), [jobappnetwork.com](https://www.jobappnetwork.com), [papamurphys.com](https://www.papamurphys.com), [papamurphyscareers.com](https://www.papamurphyscareers.com), or [nwpjobs.com](https://www.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](https://www.talentreef.com), [jobappnetwork.com](https://www.jobappnetwork.com), [papamurphys.com](https://www.papamurphys.com), [papamurphyscareers.com](https://www.papamurphyscareers.com), or [nwpjobs.com](https://www.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 [HEARING DATE] 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 [WEBSITE].

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 [NOTICE DEADLINE]. 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 [NOTICE DEADLINE]:

Pizl v. Northwest Premier Investments, Inc.
c/o CPT Group Inc.
50 Corporate Park
Irvine, CA 92606

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 [NOTICE DEADLINE]**:

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 [HEARING TIME] on [HEARING DATE], 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 [WEBSITE], 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 [DATE] at [WEBSITE URL].

{CLAIM_ID}
 {NAME}
 {ADDRESS_1}
 {ADDRESS_2}
 {ADDRESS_3}

{EMAIL_1}
 {PHONE_1}

CLAIM FORM

If you wish to be part of the class action settlement in *Kimberly N. Pizl v. Northwest Premier Investments Inc.*, Lewis County Superior Court Case No. 23-2-011011-21, and receive a settlement payment, you must provide the information requested below. Please type or print clearly in blue or black ink.

This Claim Form and W9 must be submitted via mail postmarked no later than **{Claims Deadline}** to:

CPT Group Inc.
 50 Corporate Park
 Irvine, CA 92606

The Notice you received with this Claim Form describes your legal rights and options. Please visit the official settlement website, www.{SettlementWebsite}.com, or call or email the Settlement Administrator, CPT Group Inc., at (888) XXX-XXXX or {email address} for more information or alternative ways to submit a claim form and receive payment. If your address or contact information changes, you must update the Settlement Administrator as soon as possible to ensure you receive your payment.

1. Estimated Settlement Payment

Your estimated settlement payment is \$_____.

2. Settlement Class Member Information

I declare under penalty of perjury under the laws of the State of Washington that the information supplied in this Claim Form is true and correct to the best of my knowledge, and this claim form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

 Signature

 Date Signed

 Address City State Zip

 Phone Number

 Email Address

CLAIMS SUBMITTED OR POSTMARKED AFTER {CLAIMS DEADLINE} WILL NOT BE VALID AND WILL NOT RESULT IN PAYMENT OF ANY FUNDS TO YOU: