

CLASS SETTLEMENT AGREEMENT AND RELEASE

Jeffrey Hill v. BrandSafway Services LLC, et al., Case No. 24-2-14400-5 SEA
King County Superior Court

This Class Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by and between Plaintiff Jeffrey Hill (“Plaintiff”), both individually and on behalf of the proposed Settlement Class (as defined below), on the one hand, and Defendants BrandSafway Services LLC; BrandSafway LLC; BrandSafway Industries LLC; BrandSafway Access Solutions LLC; BrandSafway LDAR LLC; Safway Atlantic, LLC; Safway Group Holding LLC; Aluma Systems Concrete Construction, LLC; Brand Shared Services LLC; Brand Industrial Projects LLC; and SafeWorks, LLC (collectively, “Defendants”), on the other hand, to resolve all matters arising out of or relating to the matter of *Jeffrey Hill v. BrandSafway Services LLC, et al.*, currently pending in King County Superior Court as Case Number 24-2-14400-5 SEA (the “Action”). This Settlement Agreement is subject to the terms and conditions hereof and the approval of the King County Superior Court (the “Court”). For purposes of this Settlement Agreement, Plaintiff and Defendants are referred to individually as a “Party” and collectively as the “Parties.”

SETTLEMENT AMOUNT

Pursuant to the terms and conditions set forth herein, Defendants will pay a minimum of \$419,882.36 (the “Minimum Settlement Fund”) and a maximum of \$612,500.00 (the “Maximum Settlement Fund”) to resolve and release all of the claims alleged in the Action as set forth in further detail hereafter, inclusive of all settlement payments; attorneys’ fees, costs, and expenses; service award; and settlement administration costs.

BACKGROUND

1. On June 26, 2024, Plaintiff filed the Class Action Complaint for Discrimination alleging violations of RCW 49.58.110. On July 22, 2024, Defendants filed their Answer denying all allegations and setting forth several affirmative defenses. On April 4, 2025, the Parties entered into a stay pending the Washington Supreme Court’s resolution of the certified question in *Branson v. Washington Fine Wines & Spirits, LLC*, No. 2:24-CV-00589-JHC, 2024 WL 4510680 (W.D. Wash. Aug. 20, 2024). On September 4, 2025, the Washington Supreme Court answered the certified question. *See Branson*, 574 P.3d 1031 (Wash. 2025). The Parties subsequently engaged in arm’s-length settlement negotiations between counsel, ultimately agreeing to enter into this Settlement Agreement.

2. For purposes of this Settlement Agreement, the “Settlement Class” is defined as follows:

Plaintiff and all individuals who, from January 1, 2023, through the date notice is provided to the Class, applied for a job opening in the State of Washington with BrandSafway Services LLC; BrandSafway LLC; BrandSafway Industries LLC; BrandSafway Access Solutions LLC; BrandSafway LDAR LLC; Safway Atlantic, LLC; Safway Group Holding LLC; Aluma Systems Concrete

Construction, LLC; Brand Shared Services LLC; Brand Industrial Projects LLC; or SafeWorks, LLC, where the job posting did not disclose a wage scale or salary range and/or a general description of benefits and other compensation to be offered to the hired applicant, or otherwise have a claim against Defendants for any claims arising out of or relating to a violation of RCW 49.58.110, and any attendant claims for relief under RCW 49.58.060, RCW 49.58.070 and/or RCW 49.58.110, actual damages, statutory damages, interest, and attorneys' fees and costs relating to any of the foregoing.

“Settlement Class Members” refers collectively to members of the Settlement Class and “Settlement Class Member” refers to individual members of the Settlement Class. Notwithstanding the foregoing, upon the Effective Date (as defined below), the Settlement Class shall not include any individual who otherwise meets the definition of a Settlement Class Member (as defined herein) who submits a valid and timely request for exclusion from this settlement pursuant to and in accord with the procedures outlined in Paragraph 14(b).

3. The Settlement Class Period is January 1, 2023, through the date the Court grants preliminary approval.

4. Defendants represent that there are 245 Settlement Class Members. Defendants agree that this representation is a material term of this settlement and shall provide a declaration in the form set forth in **Exhibit A** verifying this number of Settlement Class Members within 14 calendar days of execution of this Settlement Agreement. If this number increases beyond 245 at any point prior to final approval, Defendants agree that the Maximum Settlement Fund shall increase *pro-rata* by \$2,500 per additional Settlement Class Member. If the number of additional Class Members increases by more than 10% (e.g., 25 additional Class Members), Defendants have the right to void the Settlement Agreement.

5. By entering into this Settlement Agreement and the settlement described herein, Defendants do not admit to any wrongdoing or liability as it relates to the claims or related facts asserted in the Action, nor shall this Settlement Agreement or the settlement described herein constitute an admission of any liability or the propriety of class certification for litigation purposes. This Settlement Agreement and the settlement described herein reflect the Parties' good faith compromise of the claims alleged in the Action, based upon assessment of the mutual risks and costs of further litigation.

6. Nevertheless, in the interest of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted in the Action, the Parties believe that the settlement negotiated and set forth in this Settlement Agreement is fair, reasonable, and adequate.

SETTLEMENT TERMS

7. **Minimum Settlement Fund and Maximum Settlement Fund:** As detailed more thoroughly below, Defendants will pay a minimum of \$419,882.36 (the “Minimum Settlement Fund”) and a maximum of \$612,500.00 (the “Maximum Settlement Fund”), subject to the terms and provisions of this Settlement Agreement, with the specific amount of the payment actually due

and owing by Defendants under this Settlement Agreement (the “Settlement Fund”) being based on the number of Settlement Class Members who submit a valid and timely Claim Form, as detailed in Paragraph 8.

8. **Settlement Fund and Net Settlement Fund:** The Settlement Fund is the total payment to all Participating Settlement Class Members, plus attorneys’ fees, actual costs and expenses, Plaintiff’s Service Award, and Settlement Administrator’s costs. “Participating Class Members” means those Settlement Class Members who do not exclude themselves from the settlement and who submit a timely and valid Claim Form. Specifically, and as detailed below, the Settlement Fund shall be an amount equal to: (a) the individual settlement payments to the Participating Class Members (the “Net Settlement Fund”), calculated pursuant to Paragraph 17(b); (b) the attorneys’ fees, actual costs and expenses award, as approved by the Court and as described in Paragraph 9; (c) Plaintiff’s service award, as approved by the Court and as described in Paragraph 10; and (d) Settlement Administrator costs’ award, as approved by the Court and as described in Paragraph 12. The payment of the Settlement Fund by Defendants shall settle and forever resolve all of the claims being released by this Settlement Agreement (i.e., the Released Claims defined in Paragraph 20, below), and it will include: (a) all payments to Participating Class Members; (b) all attorneys’ fees, costs, and expenses; (c) Plaintiff’s service award; and (d) Settlement Administrator’s costs. The individual settlement payments are not being made for any other purpose and will not be construed as “compensation” for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendants. In addition, no individual receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

9. **Attorneys’ Fees and Costs:** “Plaintiff’s Counsel” refers to Plaintiff’s and Class Counsel in this Action, Emery Reddy, PC. Plaintiff’s Counsel may apply to the Court for, and Defendants will not oppose, an award of attorneys’ fees in the amount of \$180,688.00 (approximately 29.5 percent of the Maximum Settlement Fund), plus actual costs and expenses of \$5,000, to be paid from the Settlement Fund, in connection with their prosecution of this Action, and all of the work remaining to be performed by Plaintiff’s Counsel in documenting the settlement, securing Court approval of the settlement, all further appellate proceedings (if any), carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the Action. Amounts awarded by the Court for attorneys’ fees, costs, and expenses shall be paid from the Settlement Fund. Plaintiff’s Counsel represents that, other than Emery Reddy, PC, no individuals or law firms represent Plaintiff or the Settlement Class in connection with this Action or have any right to seek reimbursement of fees, costs, or expenses in connection with this Action. Attorneys’ fees were negotiated only after settlement terms were reached on behalf of the Settlement Class Members.

10. **Plaintiff’s Service Award:** Plaintiff’s Counsel may apply to the Court for, and Defendants will not oppose, a service award for Plaintiff in the amount of \$20,000.00 to be paid from the Settlement Fund, in consideration for serving as Class Representative. The service award is in addition to the settlement payment to which Plaintiff is entitled along with all other Participating Class Members. Plaintiff will receive a Form 1099 for Plaintiff’s service award prepared by the Settlement Administrator and will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount.

11. **Lesser Award:** In the event that a lesser sum is awarded and approved by the Court for the attorneys' fees, costs, and expenses referenced above in Paragraph 9, or for the Plaintiff's Service Award referenced above in Paragraph 10, the Court's approval of any such lesser sum(s) shall not be grounds for Plaintiff or Plaintiff's Counsel to terminate the settlement, but such an order shall be appealable by them at Plaintiff's Counsel's cost. In the event that such an appeal is filed, administration of this Settlement shall be stayed pending resolution of the appeal. If, after the exhaustion of any appellate review, any additional amounts are available for distribution to the Participating Class Members as a result of such appellate review, the additional amounts shall be added to the payments otherwise due to the Participating Class Members. Any amount not awarded in attorneys' fees, costs, and expenses and/or Plaintiff's Service Award, which is not challenged via appeal by Plaintiff's Counsel, may be distributed to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

12. **Settlement Administrator Selection and Costs:** Subject to the Court's approval, the Parties agree that Simpluris, Inc. will serve as the Settlement Administrator. The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating through normal and customary procedures the Class List to be provided by Defendants, so that it is updated prior to the Class Notice ("Notice") and Claim Form being sent; emailing, printing and mailing the Court-approved Notice; performing necessary additional skip traces on Notices and/or checks returned as undeliverable; calculating Settlement Class Members' shares of the Class Fund; creating and maintaining a Settlement Website; monitoring the claims process; preparing and mailing of settlement checks; responding to Settlement Class Member inquiries; preparing any appropriate or required tax returns and tax forms in connection with the Settlement Fund and settlement payments, including any withholding, and filing or remitting those returns and forms, along with withheld amounts, if any, to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. The settlement administration website shall not use Defendants' trade names or trademarks in the URL. The Settlement Administrator will grant Defendants final review and approval of the Settlement Website's contents, which should be limited to the content of the Notice, a copy of the Complaint, and the Court's Order Granting Preliminary Approval of Class Action Settlement (or the equivalent document if captioned differently). All costs for the Settlement Administrator's services will be paid out of the Settlement Fund and shall not exceed \$20,000.00. If the Settlement Administrator does not use the entire \$20,000.00 allocated to it, the residual will be dispersed to Participating Class Members *pro-rata*.

13. **Class List:** Within 14 calendar days after the Preliminary Approval Order is entered (see Paragraph 14), Defendants will provide to the Settlement Administrator the full name, last known address, phone number, and email address of each Settlement Class Member during the Settlement Class Period (the "Class List"). Defendants shall conduct a reasonable search and good-faith effort to obtain valid contact information for Settlement Class Members. The Settlement Administrator will perform normal and customary address updates and verifications as necessary prior to the mailing of the Notice and Claim Form to the Settlement Class and will notify Defendants' Counsel and Plaintiff's Counsel of any issues, ensuring to provide anonymized data regarding the Class List immediately. Within 7 calendar days of receiving the Class List, the Settlement Administrator will resolve any issues with the Class List with Defendants' Counsel as well as provide the estimated payment amounts to Plaintiff's Counsel and Defendants' Counsel. With respect to the management and maintenance of the Class List, the Settlement Administrator

acknowledges they will ensure the Class List is maintained in a secured manner during Class Settlement and will be securely destroyed soon after final disbursement of the Settlement Fund.

14. **Notice Period and Notice Procedure:** Within 14 calendar days of its receipt of the Class List, the Settlement Administrator will send the Settlement Class Members, by email (if available), and also by first-class mail, at their last known address or such other address as located by the Settlement Administrator, the Court-approved Notice and Claim Form, proposed drafts of which are attached hereto as **Exhibits B and C**. The Notice will advise each Settlement Class Member of his or her estimated payment amount and his or her right to submit a Claim Form, request exclusion, or object to the settlement, among other information. Settlement Class Members shall have 60 calendar days from the date of mailing to submit a Claim Form, request exclusion, or object.

- a. **Claims Procedure:** To become a Participating Class Member and receive a payment, a Settlement Class Member must submit a valid, timely Claim Form to the Settlement Administrator by mail, email, or online submission via the settlement website. The Claim Form must be submitted or post-marked no later than 60 calendar days from the date of mailing of the Notice. Any Settlement Class Member who submits a Claim Form after 60 calendar days will only be considered for a payment at the discretion of Defendants. To avoid initial tax withholdings, Settlement Class Members may also submit an IRS Form W-9. Any Participating Class Member who does not submit an IRS Form W-9 may be subject to initial tax withholdings prior to issuance of their individual settlement payment.
- b. **Exclusion Procedure:** Any Settlement Class Member who wishes to be excluded from the settlement must submit the request for exclusion in writing to the Settlement Administrator, postmarked no later than 60 calendar days from the date of mailing of the Notice. To be considered valid, a request for exclusion must include: (i) the Settlement Class Member's full name; (ii) the Settlement Class Member's address; (iii) a statement that he or she wishes to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *Jeffrey Hill v. BrandSafway Services LLC, et al.*, No. 24-2-14400-5 SEA."); and (iv) the Settlement Class Member's (or his or her attorney's) signature and date signed.
- c. **Objection Procedure:** Any Settlement Class Member who does not request exclusion from the settlement and who wishes to object to the settlement must submit the objection in writing to the Court and the Parties' Counsel, postmarked no later than 60 calendar days from the date of mailing of the Notice. To be considered valid, an objection must include: (i) the Settlement Class Member's full name, address, telephone number, and e-mail address; (ii) the case name and number; (iii) the reason(s) why he or she objects to the settlement; (iv) the name and address of his or her attorney, if he or she has retained one; (v) a statement confirming whether the Settlement Class Member and/or his or her attorney intend to personally appear at the Final Approval Hearing; and (vi) the Settlement Class Member's (or his or her attorney's) signature and date signed. If a Settlement Class Member wishes to object to the settlement, he or she must not request exclusion.

- d. Any Notices and Claim Forms returned as undeliverable shall be traced once to obtain a new address and be re-mailed by first class mail. To the extent any mailed Notice or Claim Form is returned as undeliverable, such Settlement Class Member shall be permitted the greater of the time remaining under the 60 calendar day notice period associated with the initial mailing or 30 calendar days from any re-mailing of the Notice and Claim Form to submit a Claim Form, request exclusion, or object to the class action settlement.
- e. After the Notices and Claim Forms are mailed, the Settlement Administrator will provide anonymized weekly updates to Plaintiff's Counsel and Defendants' Counsel of the status of claims, requests for exclusion, and objections.
- f. If the number of Settlement Class Members who do not exclude themselves from the settlement and who submit a Claim Form is less than or equal to 50 percent (i.e. equal or less than 123 Settlement Class Members) as of 30 calendar days after the initial mailing date, the Settlement Administrator will send a reminder notice to each Settlement Class Member who has not submitted a claim or requested exclusion. Plaintiff's Counsel in their sole discretion may authorize additional reminders if the number of Settlement Class Members who have submitted a Claim Form is less than 25 percent (i.e. less than 62 Settlement Class Members), calculated on day 31 after the start of the Notice Period, the Parties agree that the Settlement Administrator will send a reminder no later than 45 calendar days after the start of the Notice Period.
- g. No later than 5 calendar days after the Notice period, the Settlement Administrator will provide to Plaintiff's Counsel and Defendants' Counsel: (1) a report identifying the number of valid claims, the number of requests for exclusion, and objections (providing copies of the objections and requests for exclusion, if any); and (2) a draft declaration regarding the mailing, tracking, and processing of the Notices and Claim Forms.

15. **No Solicitation of Exclusions or Objections:** The Parties will not directly or indirectly solicit or encourage Settlement Class Members to request exclusion from or object to the settlement.

16. **Challenges to Class List:** To be considered timely, any dispute raised by an alleged, proposed Settlement Class Member about his or her omission from the Class List must be submitted to the Settlement Administrator and/or Plaintiff's Counsel by the alleged, proposed Settlement Class Member within 60 calendar days of the mailing of the Notice. To the extent it is reasonably accessible and available, Defendants will provide the Settlement Administrator and Plaintiff's Counsel information and/or documentation demonstrating why the alleged, proposed Settlement Class Member was not properly a Settlement Class Member. Unless the proposed Settlement Class Member can establish that he or she should have been included on the Class List based on documentary evidence, Defendants' records will control. Plaintiff's Counsel and Defendants' Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by Defendants and the alleged, proposed Settlement Class

Member, and shall be the final arbiter of disputes relating to an alleged, proposed Settlement Class Member's omission from the Class List. The Settlement Administrator's determination regarding any such dispute shall be final for the purpose of administering the settlement, subject to final review, determination, and approval by the Court.

17. Payments to Participating Class Members:

- a. Settlement Class Members must submit a timely, valid Claim Form, and must not exclude themselves, to become a Participating Class Member and receive a payment. The named Plaintiff is not required to submit a Claim to receive his share of Net Settlement Fund.
- b. All Participating Class Members will be eligible to receive an equal share of the Net Settlement Fund, which is to be allocated equally amongst the Participating Class Members up to a maximum of \$5,000 per Participating Class Member, with any amounts beyond \$5,000 being paid out pursuant to Paragraph 28 ("Residual Funds"). The amount of the Settlement Fund shall be based on the number of Participating Class Members. If the number of Participating Class Members is less than or equal to approximately 50 percent of the total Settlement Class (i.e., 123 Settlement Class Members), Defendants shall pay the amount of the Minimum Settlement Fund set forth above (i.e., \$419,882.36). For every Participating Class Member above approximately 50 percent of the total Settlement Class (i.e., every Participating Class Member beyond the initial 123 Settlement Class Members referenced above), the value of the Net Settlement Fund shall increase by \$1,578.82, subject to the total value of the settlement reaching the amount of the Maximum Settlement Fund (i.e., \$612,500.00). For example, if there were 124 Participating Class Members, and assuming the Court approves the attorneys' fees, actual costs, and expenses, Plaintiff's Service Award, and Settlement Administrator costs listed in Paragraphs 9-10 and 12 above, the formula to calculate each Participating Class Member's payment would be: $(\$419,882.36^1 + \$1,578.82^2 - \$180,688.00^3 - \$5,000.00^4 - \$20,000.00^5 - \$20,000.00^6) / 124 = \$1,578.82$. Thus, under this example, each Participating Class Member would receive a settlement payment of \$1,578.82. Under this same example, the Settlement Fund (i.e., the total amount due and owing from Defendants under this Settlement Agreement) would equal \$421,461.18.
- c. Settlement payments will be characterized as non-wages/statutory damages. The Settlement Administrator will prepare a 1099 for each Participating Class Member that reflects his or her settlement payment.

¹ This figure represents the Minimum Settlement Fund.

² This figure represents the additional monies due from Defendants to cover the 38 additional Participating Class Members beyond the initial 312 Participating Class Members covered by the Minimum Settlement Fund.

³ This figure represents the attorneys' fees.

⁴ This figure represents the costs and expenses.

⁵ This figure represents the class representative award.

⁶ This figure represents the settlement administration expenses award.

- d. After 180 calendar days following the date upon which the Settlement Administrator sends payments to Participating Class Members, one hundred percent of any individual settlement payment amounts associated with Participating Class Members' uncashed checks ("Uncashed Funds") will be sent by the Settlement Administrator to the State of Washington with the associated name of the Settlement Class Member pursuant to Washington's Revised Uniform Unclaimed Property Act (RCW 63.30, *et seq.*).
- e. Plaintiff, Defendants, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Participating Class Members will be required to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the settlement payments. Participating Class Members agree to indemnify and hold Defendants harmless from any claim for unpaid taxes for the settlement payment from any taxing authority.

18. Released Claims by Plaintiff/Class Representative: In consideration of the awarded Plaintiff's Service Payment and the other terms and conditions of this Settlement Agreement, Plaintiff and his former or current spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns irrevocably release and discharge (i) Defendants and their parents, subsidiaries, affiliates, insurers, reinsurers, insurance policies and benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (the "Released Parties"), from all known and unknown claims, promises, causes of action, or similar rights of any type that they presently may have with respect to any of the Released Parties up through and including the date this Agreement is executed by Plaintiff ("Released Claims"). Plaintiff's releases include all claims that were made, or could have been made, against the Released Parties in the Action. This Release does not release any claims that the law does not permit Plaintiff to release. This release is specifically limited to claims related to Plaintiff's application for employment. Plaintiff agrees to promptly pay and to indemnify and hold the Released Parties herein harmless from and against any and all loss, cost, damage or expense, including without limitation, attorneys' fees, interest, assessments, and penalties, arising out of any dispute over the tax treatment of any of the proceeds received by Plaintiff as a result of this Release.

19. Released Claims by Settlement Class Member: Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not submit a timely, valid request for exclusion in accordance with the procedures set forth in Paragraph 14(b) will be deemed for all purposes to have released, waived, and forever discharged: (i) Defendants and their parents, subsidiaries, affiliates, insurers, reinsurers, insurance policies and benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (the "Released Parties"), of and from any and all claims that arose during the Settlement Class Period that were asserted against the Released Parties by Plaintiff and members of the Settlement Class in the Complaint, or

otherwise could have been asserted against Defendants for any claims arising out of or relating to a violation of RCW 49.58.110, RCW 49.58.060, RCW and/or 49.58.070, including claims for actual damages, statutory damages, interest, and attorneys' fees and costs relating to any of the foregoing (the "Released Class Claims"). Specifically, the Released Class Claims are any claims arising out of or relating to a violation of RCW 49.58.110, and any attendant claims for relief under RCW 49.58.070, such as interest, liquidated damages, exemplary damages, statutory damages, and attorneys' fees and costs.

20. **Additional Attorneys' Fees Released by Class Counsel:** In consideration for their Court-approved attorneys' fees and expenses, Plaintiff's and Class Counsel waives any and all claims to any further attorneys' fees or costs in connection with the Action.

21. **Court Approval:** Except as otherwise provided above, the failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire Settlement Agreement void and unenforceable as to all Parties herein. As provided above, this Paragraph does not apply to the failure of the Court to approve the attorneys' fees, costs, and expenses in Paragraph 9 or the service award in Paragraph 10. If the Settlement Agreement becomes void, this Settlement Agreement, as well as all releases signed in connection herewith, shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any Party, all of whom shall be restored to their respective positions in this Action prior to the settlement; the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; and neither this Settlement Agreement nor any ancillary documents, actions or filings shall be admissible or offered into evidence in this action or any other action or proceeding for any purpose.

22. **Preliminary Approval Order:** The Parties shall promptly seek the Court's approval of this settlement. As soon as practicable after the execution of this Settlement Agreement, Plaintiff and Plaintiff's Counsel shall apply to the Court for the entry of a Preliminary Approval Order which would: (a) preliminarily approve the settlement subject to the final review and approval by the Court; (b) certify the Settlement Class and appoint Plaintiff as Settlement Class Representative and Emery Reddy, PC as Settlement Class Counsel for purposes of the settlement only; (c) preliminarily approve the Settlement Administrator selected by the Parties and preliminarily approve payment of the Settlement Administrator's costs; (d) preliminarily approve an award of attorneys' fees, costs, and expenses to Plaintiff's Counsel, subject to final review and approval by the Court; (e) preliminarily approve a service award to Plaintiff; (f) approves, as to form and content, the proposed Notice and Claim Form; (g) direct the emailing and mailing of the Notice and Claim Form to the Settlement Class Members; (h) direct any reminders sent to Settlement Class Members in accordance with Paragraph 14; and (i) schedule a final approval hearing to determine whether the settlement, including the payment of attorneys' fees, costs, and expenses and the service award should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the Notice. No later than 7 days before filing the motion for preliminary approval, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendants' Counsel for their review and comment. Defendants' Counsel shall promptly provide Plaintiff's Counsel a redlined draft with any proposed changes, which Plaintiff's Counsel shall consider in good faith.

23. **Final Approval Order:** In conjunction with the request for final approval of the settlement provided for in this Settlement Agreement, Plaintiff's Counsel will submit a proposed final order and judgment ("Final Approval Order"): (a) granting final approval of the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions; (b) approving an award of attorneys' fees, costs, and expenses to Plaintiff's Counsel; (c) approving a service award to Plaintiff; (d) approving the Settlement Administrator's costs; (e) permanently enjoining and restraining Plaintiff and Settlement Class Members from initiating or pursuing any Released Class Claims; and (f) dismissing the Action on the merits and with prejudice. No later than 7 days prior to the submission of the motion(s) seeking the foregoing, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendants' Counsel for review and comment. Defendants' Counsel shall promptly provide Plaintiff's Counsel a redlined draft with any proposed changes, which Plaintiff's Counsel shall consider in good faith.

24. **Right of Revocation.** Defendants have the option to void the Settlement Agreement if: (a) more than 10 percent of the Settlement Class Members exclude themselves from the settlement; and/or (b) less than 10 percent of the Settlement Class Members submit a Claim Form and become Participating Class Members. Defendants shall exercise this right within five days after receiving the report from the Settlement Administrator described in Paragraph 14(e). In the event Defendants exercise this right, the Parties will be returned to their respective positions that existed prior to their entry into this Settlement Agreement (as described more thoroughly in Paragraph 21).

25. **Effective Date:** This Settlement Agreement shall become effective when the settlement is considered "Final." For purposes of this Settlement Agreement, "Effective Date" and "Final" mean: (a) in the event that the Court has entered the Final Approval Order and there were no timely objections filed, or that any timely objections have been withdrawn, then the first business day upon the passage of the applicable 30-day period for any interested party to seek appellate review of the Court's Final Approval Order without a timely appeal being filed; or, (b) in the event that one or more timely objections has/have been filed and not withdrawn, then the first business day upon the passage of the applicable 30-day period for an objector to seek appellate review of the Court's Final Approval Order, without a timely appeal having been filed; or, (c) in the event that a timely appeal of the Court's Final Approval Order has been filed, then the Settlement Agreement shall be Final when the applicable appellate courts have rendered a final decision or opinion affirming the Court's final approval without material modification, and a mandate has been entered (i.e., the applicable date for seeking further appellate review has passed without such further review being sought, or if such review is sought, the exhaustion thereof), such that the Final Approval Order is not subject to further adjudication, appeal, or review. In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if this Settlement Agreement is otherwise terminated: (a) this Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no party shall be bound by any of the terms of the Settlement Agreement; (b) Defendants shall have no obligation to make any payments to the Settlement Class Members, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator; (c) any Preliminary Approval Order, Final Approval Order, or judgment, shall be vacated; and (d) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed

confidential settlement communications and not subject to disclosure for any purpose in any proceeding.

26. **Funding of Settlement:** No later than 14 calendar days after entry of the Final Approval Order, the Settlement Administrator shall provide Plaintiff's Counsel and Defendants' Counsel with the estimated settlement disbursement calculations. Within 14 calendar days of the Effective Date ("Funding Date"), Defendants shall transfer the amount of the Settlement Fund to the Qualified Settlement Fund, an account specifically created by the Settlement Administrator for the administration of this settlement. Within 14 calendar days of the Funding Date, the Settlement Administrator shall distribute the funds in accordance with the terms of this Settlement Agreement as approved by the Court, including: (a) settlement payments from the Net Settlement Fund to all Participating Class Members; (b) Plaintiff's Counsel's attorneys' fees, costs, and expenses; (c) Plaintiff's service award; and (d) the Settlement Administrator's costs. Participating Class Members will have 180 calendar days from the date of issuance to cash their settlement checks.

27. **Uncashed Funds:** "Uncashed Funds" are the funds associated with checks sent to Participating Class Members that remain uncashed and/or undelivered after the 180 calendar day check cashing period referenced in Paragraph 17(d).

28. **Residual Funds:** "Residual Funds" are any funds that remain of the Minimum Settlement Fund after the payment of all approved Participating Class Member payments, attorneys' fees, costs, and expenses, service award, and settlement administration costs should less than 50 percent of all Settlement Class Members submit a Claim Form (i.e. less than 123 Participating Class Members). If any Class Members opt-out of the Settlement Agreement, any portion of the Net Settlement Amount that was allocated to the Class Member who opted-out of the Class Settlement shall be dispersed to Participating Class Members pro rata. Residual Funds shall be disbursed to the Legal Foundation of Washington.

29. **Deadlines:** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by CR 6(a), such time period shall be continued to the following business day. For illustrative purposes, and recognizing that certain of the deadlines listed herein may be continued due to unforeseen delay on the part of the Parties and/or by order of the Court, the following schedule provides an outline of the deadlines proposed under this Settlement Agreement:

EVENT	DATE
Plaintiff's Counsel to provide draft of Motion for Preliminary Approval of Settlement to Defendants' Counsel	21 calendar days after execution of the Settlement Agreement
Plaintiff's Counsel to File Motion for Preliminary Approval of Settlement	35 calendar days after execution of the Settlement Agreement
Preliminary Approval Order	TBD

Defendants' Counsel to Provide Settlement Administrator with Class List	14 calendar days after Preliminary Approval Order
Settlement Administrator and Defendants' Counsel to resolve any issues with Class List	7 days after Defendants' Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Start of Notice Period, Settlement Administrator to email and mail Notices to Settlement Class Members	14 calendar days after Defendants' Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Settlement Administrator to send reminder notice to Settlement Class Members pursuant to Paragraph 14(f)	30 calendar days after Start of Notice Period
End of Notice Period, deadline for Settlement Class Members to submit a Claim Form, request exclusion, or object to the settlement	60 calendar days after start of the Notice Period
Settlement Administrator to provide to Plaintiff's Counsel and Defendants' Counsel: (1) report identifying Participating Class Members, exclusions, and objections; and (2) draft declaration regarding Notice	5 calendar days before Motion for Final Approval draft due to Defendants' Counsel
Plaintiff's Counsel to provide Defendants' Counsel with draft of Motion for Final Approval	7 calendar days prior to the deadline to file the Motion for Final Approval
Plaintiff's Counsel to file Motion for Final Approval	9 Court days prior to the Final Approval Hearing
Final Approval Hearing	No sooner than 120 calendar days after the Preliminary Approval Order
Final Approval Order	TBD
Settlement Administrator to provide estimated settlement payment distributions to Plaintiff's Counsel and Defendant's Counsel.	14 calendar days after Final Approval Order
Effective Date	31 calendar days after Final Approval Order

Funding Date	14 calendar days after the Effective Date
Mailing of settlement checks, payment of attorneys' fees, costs, and expenses, service award, and settlement administration costs	14 calendar days after the Funding Date
If applicable, Residual Funds to be disbursed.	14 calendar days after mailing of settlement checks
Deadline for Participating Class Members to cash settlement checks	180 calendar days after mailing of settlement checks
Uncashed Funds to be sent to the State of Washington in accordance with RCW 63.30 <i>et seq.</i>	181 calendar days after mailing of settlement checks

30. **Parties' Authority:** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions hereof.

31. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, and consistent with the terms hereof, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's preliminary approval of this Settlement Agreement.

32. **No Prior Assignments:** The Parties represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

33. **Construction:** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between their respective counsel. The Parties further agree that this Settlement Agreement shall not be construed in favor of, or against, any party by reason of the extent to which any party, or his, hers, or its counsel, participated in the drafting of this Settlement Agreement.

34. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or

describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

35. **Attorneys' Fees and Costs:** The prevailing party in any dispute related to the enforcement of this Settlement Agreement shall be entitled to reasonable attorneys' fees and costs related to the dispute.

36. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

37. **Integration:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

38. **Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

39. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

40. **Governing Law:** The Parties agree that Washington law governs the interpretation and application of this Settlement Agreement.

Dated: 03 / 11 / 2026



Plaintiff Jeffrey Hill, individually and on behalf of the
Proposed Settlement Class

Dated: 03/30/2026



Defendant BrandSafway By:

Christine Burrell

Its: Chief People Officer

EXHIBIT A

DEFENDANTS' DECLARATION REGARDING CLASS

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

JEFFREY HILL, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

BRANSAFWAY SERVICES LLC, et al.,

Defendants.

No. 24-2-14400-5 SEA

**DECLARATION OF [REDACTED]
REGARDING SETTLEMENT CLASS**

I, [REDACTED], certify and declare under the penalty of perjury of the laws of the State of Washington that the foregoing is true and correct and based upon personal knowledge to the best of my ability:

1. I am over the age of 18 and competent to testify to the matters herein.
2. I am currently employed as [REDACTED] for Defendant BrandSafway. I have held this position since [REDACTED]. My declaration is based on corporate records and information communicated to me by Defendants' employees with knowledge of those records.
3. I understand that a lawsuit has been filed against Defendants BrandSafway Services LLC; BrandSafway LLC; BrandSafway Industries LLC; BrandSafway Access Solutions LLC; BrandSafway LDAR LLC; Safway Atlantic, LLC; Safway Group Holding LLC; Aluma Systems Concrete Construction, LLC; Brand Shared Services LLC; Brand Industrial Projects LLC; and SafeWorks, LLC ("Defendants"). In my role as [REDACTED], I am familiar with, have access to, and have reviewed in anticipation of executing this declaration, Defendants' job postings, applicants, and employee records.

4. The proposed Settlement Class definition is:

Plaintiff and all individuals who, from January 1, 2023, through the date notice is provided to the Class, applied for a job opening in the

State of Washington with BrandSafway Services LLC; BrandSafway LLC; BrandSafway Industries LLC; BrandSafway Access Solutions LLC; BrandSafway LDAR LLC; Safway Atlantic, LLC; Safway Group Holding LLC; Aluma Systems Concrete Construction, LLC; Brand Shared Services LLC; Brand Industrial Projects LLC; or SafeWorks, LLC, where the job posting did not disclose a wage scale or salary range and/or a general description of benefits and other compensation to be offered to the hired applicant, or otherwise have a claim against Defendants for any claims arising out of or relating to a violation of RCW 49.58.110, and any attendant claims for relief under RCW 49.58.060, RCW 49.58.070 and/or RCW 49.58.110, actual damages, statutory damages, interest, and attorneys' fees and costs relating to any of the foregoing (collectively, "Class Members" or the "Settlement Class"). For purposes of this Class Settlement and to resolve the Action, there are 245 total Class Members.

5. Defendants reviewed the claims and allegations asserted by Plaintiff Jeffrey Hill ("Plaintiff") in the Action. Defendants deny the claims and allegations. However, assuming Plaintiff will prevail on his claims and allegations (including his proposed class definition), there would be about 245 Putative Class Members.

Executed on _____, 2026, in _____.

By: _____

Name

EXHIBIT B

CLASS NOTICE

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

NOTICE OF CLASS ACTION SETTLEMENT

**THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ IT CAREFULLY**

You may be eligible for an estimated payment of \$ [REDACTED] from a class action settlement relating to your application for employment with BrandSafway Services LLC; BrandSafway LLC; BrandSafway Industries LLC; BrandSafway Access Solutions LLC; BrandSafway LDAR LLC; Safway Atlantic, LLC; Safway Group Holding LLC; Aluma Systems Concrete Construction, LLC; Brand Shared Services LLC; Brand Industrial Projects LLC; and SafeWorks, LLC (“Defendants”). King County Superior Court authorized this Notice. You are not being sued. This is not a solicitation from an attorney.

- Jeffrey Hill (“Plaintiff” or “Class Representative”), filed a lawsuit against Defendants on behalf of himself and a class of similarly situated applicants. The lawsuit, *Jeffrey Hill v. BrandSafway Services, LLC, et al.*, No. 24-2-14400-5 SEA (the “Lawsuit”) is currently pending in King County Superior Court before the Honorable Judge Matthew Lapin. Plaintiff claimed in the lawsuit that Defendants’ job postings for open positions in Washington did not disclose wage and/or benefits information. Defendants dispute Plaintiff’s claims and contend they have not violated any law and Plaintiff’s claims are without merit.
- The Parties have reached a proposed Class Action Settlement. The Proposed Class Action Settlement includes a payment by Defendants of \$419,882.36 to \$612,500.00, depending on how many Class Members submit a claim. On <<preliminary approval date>>, the Court issued an order preliminarily approving the settlement and authorizing the Settlement Administrator, Simpluris, Inc. (“Settlement Administrator”), to issue this Notice and Claim Form. The Court has not expressed any opinion as to the validity of the claims raised in this Lawsuit and has not ruled on any of the causes of action prior to the parties’ agreement to settle. Defendants maintain that they complied with applicable law.
- You are receiving this Notice because Defendants’ records indicate you are eligible to participate in the Class Action Settlement as a member of the Settlement Class. “Plaintiff and all individuals who, from January 1, 2023, through the date notice is provided to the Class, applied for a job opening in the State of Washington with BrandSafway Services LLC; BrandSafway LLC; BrandSafway Industries LLC; BrandSafway Access Solutions LLC; BrandSafway LDAR LLC; Safway Atlantic, LLC; Safway Group Holding LLC; Aluma Systems Concrete Construction, LLC; Brand Shared Services LLC; Brand Industrial Projects LLC; or SafeWorks, LLC, where the job posting did not disclose a wage scale or salary range and/or a general description of benefits and other compensation.”
- The Court still has to decide whether to approve the settlement. No settlement benefits or payments will be provided unless the Court approves the settlement, and it becomes final.
- Please read this Notice carefully. Your legal rights are affected regardless of whether you act or do not act. For complete details, please see the Settlement Agreement, the terms of which control, available at www.<<SettlementWebsite>>.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	<p>This is the only way you are eligible to receive a payment from this settlement. The deadline to submit a Claim Form is <<Claims Deadline>>.</p> <p>You may submit your claim online by visiting <a href="http://www.<<settlementwebsite>>.com">www.<<settlementwebsite>>.com and using the following information:</p> <p>Unique ID: xxxxxxxx</p> <p>PIN: xxxxxx</p> <p>You may also send your Claim Form to the Settlement Administrator by mail or email.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>If you request to be excluded, you will no longer be in the Settlement Class and will not receive a settlement payment. This is the only option that allows you to keep any right to sue Defendants about the same legal claims in this Lawsuit. The deadline to request exclusion from the settlement is <<Opt-Out Deadline>>.</p>
OBJECT TO THE SETTLEMENT	<p>You may write to the Court explaining why you do not agree with the settlement. You must not exclude yourself from the settlement if you wish to object. The deadline to object is <<Objection Deadline>>.</p>
ATTEND THE FINAL APPROVAL HEARING	<p>You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing before the Honorable Matthew Lapin will be held on [redacted] at [redacted] A.M./P.M. To attend remotely via Zoom, you may use the following link: <Zoom Link; ID; Password>.</p>
DO NOTHING	<p>If you do nothing, you will remain in the Settlement Class, but you will forfeit the opportunity to receive an individual payment and give up any right to sue Defendants and seek recovery, and certain parties related to Defendants, about the claims that have been or could have been asserted based on the facts alleged in this Lawsuit.</p>

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with Defendants. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment as part of the settlement. This Notice explains the Lawsuit, the Class Action Settlement Agreement (“Settlement Agreement”), and your legal rights.

The Honorable Matthew Lapin of King County Superior Court is overseeing this class action. The case is titled *Jeffrey Hill v. BrandSafway Services, LLC, et al.*, Case No. 24-2-14400-5 SEA, King County Superior Court. Jeffrey Hill is the Plaintiff or Class Representative. The companies Plaintiff Hill sued, BrandSafway Services LLC; BrandSafway LLC; BrandSafway Industries LLC; BrandSafway Access Solutions LLC; BrandSafway LDAR LLC; Safway Atlantic, LLC; Safway Group Holding LLC; Aluma Systems Concrete Construction, LLC; Brand Shared Services LLC; Brand Industrial Projects LLC; and SafeWorks, LLC are the Defendants in this matter.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

3. What is this Lawsuit about?

Plaintiff claims that Defendants violated Washington law, RCW 49.58.110, when they allegedly did not disclose wage and benefits being offered on job postings for open positions. Defendants deny that they are or can be held liable for the claims made in the Lawsuit. More information about the Lawsuit can be found in the “Important Documents” section of the Settlement Website at www.<<SettlementWebsite>>.com.

4. Why is there a settlement?

The Court has not decided whether Plaintiff or Defendants should win this case. Instead, both sides agreed to this settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. Plaintiff and Class Counsel (attorneys for the Settlement Class Members) agree the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of wrongdoing by Defendants.

5. How do I know if I am in the Settlement Class?

Defendants’ records show you are part of the Settlement Class because you applied for a job opening in Washington with Defendants between January 1, 2023 and [Date of Preliminary Approval] (the “Settlement Class Period”) where the job posting did not disclose wage and benefits information.

If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX, emailing <<Settlement Administrator Email>>, or by visiting the Settlement Website at www.<<SettlementWebsite>>.com.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

All Settlement Class Members who submit a timely, valid Claim Form are eligible to receive an equal share of the Class Fund. Your estimated payment amount is on the Claim Form you received with this Notice.

Settlement payments will be characterized as non-wage damages (1099).

7. How do I receive a payment?

To qualify for a settlement payment, you must complete the enclosed Claim Form and submit it by email or mail, **postmarked on or before <<Claims Deadline>>**, to the Settlement Administrator:

<<Settlement Administrator Name>>
<<Settlement Administrator Address>>
<<Settlement Administrator email>>
<<Settlement Administrator Phone>>

You can also complete your claim form online at www.<<SettlementWebsite>>.com by using Unique ID: xxxxx, PIN: xxxxx.

Claims will be subject to a verification process, and the Settlement Administrator may request additional information. **All Claim Forms must be submitted or postmarked on or before <<Claims Deadline>>.**

To ensure you receive your payment, you must contact the Settlement Administrator if your address or phone number changes at any time.

8. When will I get my payment?

The Final Approval Hearing (the hearing to consider the fairness of the settlement) is scheduled for [redacted] at [redacted] **A.M./P.M.** If the Court approves the settlement, eligible Settlement Class Members who submitted a timely, valid Claim Form will be mailed a check after all appeals and other reviews, if any, are completed. Please be patient. All checks will expire and become void 180 days after the date of issuance.

9. Will Defendants retaliate against me if I participate in the settlement?

No. Defendants support the settlement and will not retaliate in any way against any Settlement Class Member for participating in the settlement. Your decision to participate, not participate, or object to the settlement will not affect any application for employment with Defendants or Defendants' treatment of you as a prospective, current, or former employee.

THE ATTORNEYS REPRESENTING YOU

10. Do I have an attorney in this Lawsuit?

Yes, the Court appointed Timothy Emery, Patrick B. Reddy, and Paul Cipriani of Emery Reddy, PC as Class Counsel to represent the Settlement Class. Their contact information is:

Emery Reddy, PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
Phone: (206) 442-9106

Should I get my own attorney? You don't need to hire your own attorney because Class Counsel are working on your behalf. These attorneys and their firm are experienced in handling similar cases. You will not be charged for these attorneys. You can ask your own attorney to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

11. How will Class Counsel and the Class Representative be paid?

Class Counsel will ask the Court to approve, and Defendants agree not to oppose, an award of attorneys' fees in the amount of \$180,688.00, plus actual costs and expenses of \$5,000.00, to be paid from the Settlement Fund. Class Counsel will also request a service award for Plaintiff in the amount of \$20,000.00, to be paid from the Settlement Fund. The Court will determine the proper amount of any attorneys' fees, actual costs, and expenses to award Class Counsel and the proper amount of any service award to Plaintiff. The Court may award less than the amounts requested. Whether the settlement will be finally approved does not depend on whether or how much the Court awards in attorneys' fees, actual costs, and expenses or Plaintiff's Service Award.

YOUR RIGHTS AND OPTIONS

12. What claims do I give up by participating in this settlement?

If the Court approves the settlement, the Court will enter a final judgment dismissing the Lawsuit “with prejudice.” This means that the claims in the Lawsuit will be permanently dismissed. Specifically, Defendants will be “released” from claims as described in Paragraphs 18 and 19 of the Settlement Agreement, which state that upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not submit a valid and timely request for exclusion:

Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not submit a timely, valid request for exclusion in accordance with the procedures set forth in Paragraph 14(b) will be deemed for all purposes to have released, waived, and forever discharged: (i) Defendants and their parents, subsidiaries, affiliates, insurers, reinsurers, insurance policies and benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (the “Released Parties”), of and from any and all claims that arose during the Settlement Class Period that were asserted against the Released Parties by Plaintiff and members of the Settlement Class in the Complaint, or otherwise could have been asserted against Defendants for any claims arising out of or relating to a violation of RCW 49.58.110, RCW 49.58.060, and/or RCW 49.58.070, including claims for actual damages, statutory damages, interest, and attorneys’ fees and costs relating to any of the foregoing (the “Released Class Claims”). Specifically, the Released Class Claims are any claims arising out of or relating to a violation of RCW 49.58.110, and any attendant claims for relief under RCW 49.58.070, such as interest, liquidated damages, exemplary damages, statutory damages, and attorneys’ fees and actual costs.

By being part of the settlement, Settlement Class Members agree that they cannot sue or seek recovery against Defendants or other Released Parties as described in the Settlement Agreement for any released claims. Participating in the settlement does not, however, waive claims outside the release.

Any potential Settlement Class Member who does not request exclusion by the applicable deadline will be a Settlement Class Member and will be considered to have accepted the above release and to have waived any and all of the released claims against the Released Parties. Any potential Settlement Class Member who requests exclusion by the applicable deadline is not a Settlement Class Member, will not be subject to the release, and will not receive any payment.

13. What happens if I do nothing?

If you do nothing, you will receive no payment under the settlement. You will still be in the Settlement Class, and, if the Court approves the settlement, you will be bound by all orders and judgments of the Court, the Settlement Agreement, and its included release. You will be deemed to have participated in the settlement and will be subject to the provisions of Section 12 above. Unless you exclude yourself, you

won't be able to file a lawsuit or be part of any other lawsuit against Defendants for the claims or legal issues resolved in this settlement.

14. What happens if I request to be excluded?

If you submit a timely, valid request for exclusion from the settlement, you will receive no benefits or payment under the settlement. However, you will not be in the Settlement Class, will not release claims against Defendants, and will not be legally bound by the Court's judgments in this Lawsuit.

15. How do I request to be excluded?

To request to be excluded from the settlement, you must send a letter, postmarked no later than <<Opt-Out Deadline>>, to the Settlement Administrator at the following address:

<<Settlement Administrator Name>>
<<Settlement Administrator Address>>

To be considered valid, a request for exclusion **must** include: (i) your full name; (ii) your address; (iii) a statement that you wish to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *Jeffrey Hill v. BrandSafway Services, LLC, et al.*, Case No. 24-2-14400-5 SEA."); and (iv) your (or your attorney's) signature and date signed.

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the settlement must submit his or her own request for exclusion. Group requests for exclusion are not permitted.

16. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims being resolved by this Settlement even if you do not submit a Claim Form.

17. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

18. How do I object to the settlement?

If you do not exclude yourself from the Settlement Class, you can object to the settlement if you disagree with any part of it. You can give reasons why you think the Court should deny approval of the settlement by filing an objection. To object, you must file written notice with the Court stating that you object to the settlement in *Jeffrey Hill v. BrandSafway Services, LLC, et al.*, Case No. 24-2-14400-5 SEA, no later than <<Objection Deadline>>. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to King County Superior Court at the following address:

King County Superior Court
Maleng Regional Justice Center
401 4th Avenue North, Room 2D
Kent, WA 98032

If you are represented by an attorney, the attorney may file your objection through the Court's e-filing system.

To be valid, your objection must be in writing and include: (i) your full name, address, telephone number, and e-mail address; (ii) the case name and number; (iii) the reasons why you object to the settlement; (iv) the name and address of your attorney, if you have retained one; (v) a statement confirming whether you and/or your attorney intend to personally appear at the Final Approval Hearing; (vi) a list, by case name, court, and docket number, of all other cases in which you (directly or through an attorney) have filed an objection to any proposed class action settlement within the last three years; (vii) a list, by case name, court, and docket number, of all other cases in which your attorney (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years; and (viii) your (or your attorney's) signature and date signed.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Counsel for Defendants at the addresses listed below, postmarked no later than <<**Objection Deadline**>>:

Class Counsel	Counsel for Defendants
<p style="text-align: center;">Timothy W. Emery Patrick B. Reddy Paul Cipriani Emery Reddy, PC 600 Stewart Street, Suite 1100 Seattle, WA 98101</p>	<p style="text-align: center;">Kyle D. Nelson Seyfarth Shaw LLP 999 Third Avenue, Suite 4700 Seattle, WA 98104</p>

19. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the Final Approval Hearing before the Honorable Judge Matthew Lapin on [redacted] at [redacted] A.M./P.M. in King County Superior Court, King County Courthouse, 401 4th Avenue North, Room 2D, Kent, WA 98032. To attend remotely via Zoom, you may use the following link: <Zoom Link; ID; Password>.

The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Plaintiff's service award.

Note: The date and time of the Final Approval Hearing are subject to change by court order. Any changes will be posted at the Settlement Website, www.<<SettlementWebsite>>.com, or through the Court's publicly available docket. You should check the Settlement Website or the Court's docket to confirm the date and time have not been changed.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you file an objection, you don't have to come to the hearing to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the settlement, the Court will consider it. You may also hire an attorney to attend on your behalf at your own expense, but you don't have to.

22. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

GETTING MORE INFORMATION

23. Where can I get additional information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at www.<<SettlementWebsite>>.com.

You may contact the Settlement Administrator by phone, email, or in writing at:

<<Settlement Administrator Name>>
<<Settlement Administrator Address>>
<<Settlement Administrator Phone>>
<<Settlement Administrator Email>>

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT C

CLAIM FORM

