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

NOTICE OF CLASS ACTION SETTLEMENT

You may be eligible for a payment from a class action settlement relating to your application for employment with Groundlight, Inc. A Washington State Superior Court authorized this Notice. You are not being sued. This is not a solicitation from an attorney.

- An applicant for employment, John Milito ("Plaintiff" or "Class Representative"), filed a lawsuit against Groundlight, Inc. ("Defendant") on behalf of himself and a class of similarly situated applicants for employment. The lawsuit, *Milito v. Groundlight, Inc.*, Case No. 25-2-08411-6 SEA (the "Lawsuit"), is pending in King County Superior Court before Judge Jason Holloway. Plaintiff claimed in the lawsuit that Defendant's job postings for open positions in Washington did not disclose the wage scale or salary range and/or general description of all of the benefits and other compensation being offered in violation of Washington law. Defendant disputes Plaintiff's claims and contends it has not violated any law and Plaintiff's claims are without merit.

- The Court has not made any determinations regarding the merits of the Plaintiff's claims, and it has not decided whether Defendant violated the law.

- The parties to the lawsuit (the "Parties") have reached a proposed Class Action Settlement. The settlement includes a total payment by Defendant's Insurance Company, National Fire Insurance Company of Hartford ("Insurance Company"), of $460,000.00 ("Common Fund"). On August 28, 2026, the Court issued an order preliminarily approving the settlement and authorizing the Settlement Administrator, Simpluris, Inc. ("Settlement Administrator"), to issue this Notice.

- You are receiving this Notice because Defendant's records indicate you are eligible to participate in the settlement as a member of the Settlement Class. "Settlement Class Members" include "Plaintiff and all individuals who, from January 1, 2023, through August 28, 2026, applied for a job opening in the State of Washington with Defendant, where the job posting did not disclose the wage scale or salary range, and a general description of benefits and other compensation to be offered to a hired applicant."

- 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.EPOASettlementGLI.com.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
PROVIDE/UPDATE VALID MAILING ADDRESS	To receive your settlement payment, you must ensure the Settlement Administrator has your updated and valid mailing address. **Please contact the Settlement Administrator to provide your valid mailing address or submit the Address Form enclosed with this Notice.**
EXCLUDE YOURSELF FROM THE SETTLEMENT	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 Defendant about the same legal claims in this Lawsuit. The deadline to request exclusion from the settlement is **December 11, 2026.**

OBJECT TO THE SETTLEMENT	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 **December 11, 2026.**
ATTEND THE FINAL APPROVAL HEARING	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 will be held before Judge Jason Holloway on **January 29, 2027, at 10:00 A.M.** To attend remotely via Zoom, you may use the following link: **Zoom Link:** https://kingcounty.zoom.us/j/84323841706

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 Defendant. 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 Settlement Agreement, and your legal rights.

Judge Jason Holloway of King County Superior Court is overseeing this class action. John Milito is the Plaintiff or Class Representative. The company he sued, Groundlight, Inc., is the Defendant.

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 Defendant violated Washington law, RCW 49.58.110, when it did not disclose the wage scale or salary range being offered on job postings for open positions.

Defendant denies that it is or can be held liable for the claims made in the Lawsuit. More information about the Class Action Complaint in the Lawsuit can be found in the "Important Documents" section of the Settlement Website at **www.EPOASettlementGLI.com.**

4. Why is there a settlement?

The Court has not decided whether Plaintiff or Defendant 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 Defendant.

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

Defendant's records show you are part of the Settlement Class because you applied for at least one job opening in Washington with Defendant between January 1, 2023, and August 28, 2026 (the "Settlement Class Period"), in response to a job posting that Plaintiff claims did not properly disclose the wage scale or salary range for the position. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at **(833) 296-0848**, emailing **Info@EPOASettlementGLI.com,** or visiting the Settlement Website at **www.EPOASettlementGLI.com**.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

All Settlement Class Members who do not exclude themselves from the settlement are eligible to receive an equal share of the Class Fund. Settlement payments will be characterized as non-wage damages (1099).

7. How do I receive a payment?

All Settlement Class Members who do not exclude themselves from the settlement will be eligible to receive a payment. If the Court approves the settlement and you did not exclude yourself, you will receive a settlement payment in the mail.

To ensure you receive your payment, you must confirm the Settlement Administrator has your current mailing address. You must also contact the Settlement Administrator if your address or phone number changes at any time. If the Settlement Administrator does not have your current mailing address, you may not receive your settlement payment. To provide and/or update your current mailing address, you must contact the Settlement Administrator (contact information below), or you may submit the Address Form that accompanies this Notice. The Address Form can be submitted to the Settlement Administrator by mail or email at:

John Milito v. Groundlight, Inc.
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
(833) 296-0848
Info@EPOASettlementGLI.com

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **January 29, 2027, at 10:00 A.M.** If the Court approves the settlement, eligible Settlement Class Members who did not exclude themselves from the settlement will be sent a settlement payment after all appeals and other reviews, if any, are completed. Please be patient. All settlement payments will expire and become void 180 days after the date of issuance.

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

No. Defendant fully supports 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 your employment with Defendant or Defendant's treatment of you as an applicant, or current or former employee.

THE ATTORNEYS REPRESENTING YOU

10. Do I have an attorney in this case?

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 Defendant agrees not to oppose, an award of attorneys' fees in the amount of $153,333.18, plus costs and expenses of up to $5,000.00, to be paid from the Settlement Fund. Class Counsel will also request a service award for Plaintiff in the amount of $10,000.00, to be paid from the Settlement Fund. The Court will determine the proper amount of any attorneys' fees, 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, costs, and expenses or 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, Defendant will be "released" from claims as described in Paragraph 19 of the Settlement Agreement, which states upon final approval of this Settlement Agreement, and unless you exclude yourself, you will release…

> …(i) Defendant and its parents, subsidiaries, affiliates, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that are, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), joint venturers, joint employers, alter-egos, divisions, insurers, reinsurers, insurance policies and benefit plans, (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, insurers, reinsurers, 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 claims during the Settlement Class Period that were asserted against Defendant by Plaintiff and Settlement Class Members in connection with Defendant's alleged violation of the pay transparency provision of the Washington Equal Pay and Opportunities Act, RCW 49.58.110, any attendant claims for relief under any state, federal, or local law including under RCW 49.58.110 or 49.58.070 such as actual damages, statutory damages, exemplary damages, interest, attorneys' fees and costs; and any claim brought or which could have been brought in the Action (the "Released Class Claims").

By being part of the settlement, Settlement Class Members agree that they cannot sue or seek recovery against Defendant 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 **December 11, 2026** 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 and the Court approves the settlement, you will still be in the Settlement Class, receive a payment in the mail, and be bound by all orders and judgments of the Court, the Settlement Agreement, and its included release. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant 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 not be in the Settlement Class and will not receive a settlement payment. However, you will not release claims against Defendant, and you 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 **December 11, 2026**, to the Settlement Administrator at the following address:

John Milito v. Groundlight, Inc.
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799

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 *John Milito v. Groundlight, Inc.*, Case No. 25-2-08411-6 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 Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this settlement even if you do nothing.

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

No. If you exclude yourself, you will not receive a settlement 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 *John Milito v. Groundlight, Inc.*, Case No. 25-2-08411-6 SEA, no later than **December 11, 2026.** 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
516 Third Avenue, Room C-203
Seattle, WA 98104

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 Defendant's attorneys at the addresses listed below, postmarked no later than **December 11, 2026:**

Class Counsel	Defendant's Counsel
Timothy W. Emery Patrick B. Reddy Paul Cipriani **Emery Reddy, PC** 600 Stewart Street, Suite 1100 Seattle, WA 98101	Breanne S. Martell Derek A. Bishop Jason Harrington **Littler Mendelson, P.C.** One Union Square 600 University Street, Suite 3200 Seattle, WA 98101

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 Judge Jason Holloway on **January 29, 2027, at 10:00 A.M.** in King County Superior Court, King County Courthouse, 516 Third Avenue, Room E-209, Seattle, WA 98104. To attend remotely via Zoom, you may use the following link:

Zoom Link: https://kingcounty.zoom.us/j/84323841706

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 service award for Plaintiff.

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.EPOASettlementGLI.com**, or through the Court's publicly available docket. You should check the Settlement Website 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 send 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.EPOASettlementGLI.com.**

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

John Milito v. Groundlight, Inc.
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
(833) 296-0848
Info@EPOASettlementGLI.com

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