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

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# NOTICE OF CLASS ACTION SETTLEMENT

**You may be eligible for an estimated payment of $1,572.99 from a class action settlement relating to your application for employment with The Shade Store, LLC. The King County Superior Court authorized this Notice. You are not being sued. This is not a solicitation from an attorney.**

- Jillian Cox ("Plaintiff" or "Class Representative"), filed a lawsuit against The Shade Store, LLC ("Defendant," and collectively with Plaintiff, the "Parties") on behalf of herself and a class of allegedly similarly situated applicants. The lawsuit, *Jillian Cox v. The Shade Store, LLC*, Case No. 25-2-21151-7 SEA (the "Lawsuit") is currently pending in King County Superior Court, before Judge Jason Poydras. Plaintiff claimed in the lawsuit that Defendant's job postings for open positions in Washington did not disclose the wage scale or salary range being offered. Defendant disputes Plaintiff's claims and contends it has not violated any law and Plaintiff's claims are without merit.

- The Parties to the Lawsuit have reached a proposed Class Action Settlement. The Proposed Class Action Settlement includes a payment by Defendant of $257,812.50 to $375,000.00, depending on how many Class Members submit a claim. On August 25, 2026, 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.

- You are receiving this Notice because Defendant's records indicate you are eligible to participate in the Class Action Settlement as a member of the Settlement Class. "Settlement Class Members" include "Plaintiff and all individuals who, from January 1, 2023, through the date of preliminary approval, completed an application for a job opening in the State of Washington with Defendant through a job posted to Defendant's website or an authorized third-party recruiting platform, where the job posting did not disclose the wage scale or salary range.'

- 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.EPOASettlementTSSL.com.**

| **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT** | |
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| **SUBMIT A CLAIM FORM** | This is the only way you are eligible to receive a payment from this settlement. The deadline to submit a Claim Form is **December 18, 2026**.<br>**You may submit your claim online by visiting www.EPOASettlementTSSL.com and using the following information:**<br>**Login ID: «ClaimLoginID»**<br>**PIN: «ClaimLoginPIN»**<br>You may also send your Claim Form to the Settlement Administrator by mail or email. |
| **EXCLUDE YOURSELF FROM THE SETTLEMENT** | If you wish to be excluded, you must submit your opt-out request in accordance with the instructions below. 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 18, 2026**. |
| **OBJECT TO THE SETTLEMENT** | 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 **December 18, 2026**. |

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| **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 Poydras on **February 19, 2027, at 10:00 A.M. For hearing location information, please see below in section 20.** |
| **DO NOTHING** | 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 Defendant, and certain parties related to Defendant, about the claims that have been or could have been asserted based on the facts alleged in this Lawsuit. |

# 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 Class Action Settlement Agreement ("Settlement Agreement"), and your legal rights.

Judge Jason Poydras of King County Superior Court is overseeing this class action. The case is titled *Jillian Cox v. The Shade Store, LLC,* Case No. 25-2-21151-7 SEA. Jillian Cox is the Plaintiff or Class Representative. The company she sued, The Shade Store, LLC, 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 allegedly 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 Lawsuit can be found in the "Important Documents" section of the Settlement Website at **www.EPOASettlementTSSL.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 a job opening in Washington with the Defendant through a job posted on Defendant's website or an authorized third-party recruiting platform between January 1, 2023, and August 25, 2026, (the "Settlement Class Period") where the job posting arguably did not disclose the wage scale or salary range. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at **1-888-369-3780**, emailing **info@EPOASettlementTSSL.com**, or by visiting the Settlement Website at **www.EPOASettlementTSSL.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 December 18, 2026,** to the Settlement Administrator:

*Cox v. The Shade Store, LLC*
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Email: info@EPOASettlementTSSL.com
Phone: 1-888-369-3780

You can also complete your claim form online at **www.EPOASettlementTSSL.com** by using Login ID: «ClaimLoginID» and PIN: «ClaimLoginPIN».

You may also use the case website to update your address or select your preferred payment method. To do so, visit **www.EPOASettlementTSSL.com** and enter your Login ID **«ClaimLoginID»** and PIN: **«ClaimLoginPIN»**. The deadline to submit a claim, update your address, or make a payment selection is **December 18, 2026.**

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 December 18, 2026**.

**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 **February 19, 2027, at 10:00 A.M.** If the Court approves the settlement, eligible Settlement Class Members who submitted a timely, valid Claim Form will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. All payments will expire 180 days after the date of issuance.

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

No. Defendant 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 any application for employment with Defendant or Defendant's treatment of you as a current or former employee.

## THE ATTORNEYS REPRESENTING YOU

### 10. Do I have an attorney in this Lawsuit?

Yes, the Court appointed Timothy W. 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 $110,625.00, plus costs and expenses in an amount not to exceed $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 and certain related entities and individuals (the "Released Parties")[1] will be "released" from claims as described in Paragraph 18 of the Settlement Agreement, which states 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 will be deemed for all purposes to have released, waived, and forever discharged the Released Parties:

> … from all claims that arose during the Settlement Class Period that were asserted against Defendant and the other Released Parties by Plaintiff and members of the Settlement Class in the Complaint (the "Released Class Claims"). The Released Class Claims include claims based on the Released Parties' alleged failure to comply with the job posting/pay transparency requirements of the Washington Equal Pay and Opportunities Act, including any alleged liabilities arising out of or relating to a failure to include the wage scale or salary range and/or a general description of all of the benefits and other compensation to be offered to a hired applicant or employee in any job postings. The Released Class Claims also specifically include 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 and/or RCW 49.58.110, interest, liquidated damages, exemplary damages, statutory damages, minimum statutory damages, and attorneys' fees and costs relating to any of the foregoing.

[1] Per the terms of Paragraph 18 of the Settlement Agreement, the "Released Parties" means: "(i) Defendant, together with any of its parents, subsidiaries, affiliates, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), investors, owners, joint ventures, joint employers, alter-egos, divisions, insurers, reinsurers, insurance policies, and benefit plans, or any other entity with an interest in or obligation regarding Defendant's liabilities, (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, agents, administrators, fiduciaries and attorneys of the entities and plans described in this sentence; (iii) any individuals or entities that assisted Defendant or any of the other individuals and entities described in subsections (i) and (ii) of this sentence, with creating, publishing, processing, or hosting any of the job postings used or maintained by Defendant during the Settlement Class Period or otherwise assisted Defendant with its employee recruitment efforts; and (iv) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence[.]"

By being part of the settlement, Settlement Class Members agree that they cannot sue or seek recovery against Defendant or any of the other Released Parties as described in the Settlement Agreement for any of the Released Class 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 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 receive no benefits or payment under the settlement. However, you will not be in the Settlement Class, will not release claims against Defendant, 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 **December 18, 2026**, to the Settlement Administrator at the following address:

*Cox v. The Shade Store, LLC*
c/o Settlement Administrator
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 *Jillian Cox v. The Shade Store, LLC*, Case No. 25-2-21151-7 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 and the other Released Parties 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 *Jillian Cox v. The Shade Store, LLC*, Case No. 25-2-21151-7 SEA, no later than December 18, 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 E-609
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 Counsel at the addresses listed below, postmarked no later than **December 18, 2026**:

| Class Counsel | Defendant's Counsel |
|---|---|
| Timothy W. Emery<br>Patrick B. Reddy<br>Paul Cipriani<br>**Emery Reddy, PC**<br>600 Stewart Street, Suite 1100<br>Seattle, WA 98101 | Peter H. Nohle<br>Joshua H. Tinajero<br>**Jackson Lewis P.C.**<br>520 Pike Street, Suite 2300<br>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 Poydras on **February 19, 2027, at 10:00 A.M.** in King County Superior Court, King County Courthouse, 516 Third Avenue, Courtroom W-719, Seattle, WA 98104.

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.EPOASettlementTSSL.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.EPOASettlementTSSL.com**.

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

*Cox v. The Shade Store, LLC*
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Email: info@EPOASettlementTSSL.com
Phone: 1-888-369-3780

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