

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

NOTICE OF CLASS ACTION SETTLEMENT

You may be eligible for an estimated payment of at least \$ from a class action settlement relating to your application for employment with Seawind Hotel Investment LLC d/b/a/ Quality Inn SeaTac

***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, Jessica Tipton, filed a lawsuit against Defendant Seawind Hotel Investment LLC d/b/a Quality Inn SeaTac (“Defendant”) on behalf of herself and a class of allegedly similarly situated applicants. The lawsuit, King County Superior Court Case No. 25-2-11810-0 KNT (the “Lawsuit”) is currently pending in King County Superior Court. Jessica Tipton (“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 benefits or other compensation being offered in violation of Washington law. Defendant disputes Plaintiff’s claims and contends it has not violated any law and that Plaintiff’s claims are without merit and not suitable for a class action.
- 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 have reached a proposed Class Action Settlement. The Proposed Class Action Settlement includes a minimum payment by Defendant of \$349,150 (“Minimum Settlement Fund”) and a maximum payment by Defendant of \$516,000 (“Maximum Settlement Fund”). On June 12, 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 July 26, 2025, completed an application for employment for a job opening in the State of Washington with Defendant through a job posting that was published on Defendant’s website or an authorized third-party recruiting platform, where the job posting did not include a wage scale, salary range, or fixed wage.”
- The Court still has to decide whether to finally 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.SHISettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way you are eligible to receive a payment from this settlement. You 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. The deadline to submit a Claim Form is September 25, 2026. You may submit your claim online by visiting www.SHISettlement.com and using the following information: Login ID: PIN: You may also send your Claim Form to the Settlement Administrator by mail or email.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you request to be excluded, you will no longer be in the Settlement Class and will not be eligible to 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 September 25, 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. If you do not exclude yourself from the settlement, you 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. The deadline to object is September 25, 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 on January 8, 2027, at 9:00 A.M.
DO NOTHING	If you do nothing, you will remain in the Settlement Class, but will forfeit the opportunity to receive any compensation 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 Settlement Agreement (“Settlement Agreement”), and your legal rights.

Judge Kristin Ballinger of King County Superior Court is overseeing this class action. The case is titled *Jessica Tipton v. Seawind Hotel Investment LLC* (King County Superior Court Case No. 25-2-11810-0 KNT).

Jessica Tipton is the Plaintiff or Class Representative. The company she sued, Seawind Hotel Investment 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 and/or provide a general description of benefits or other compensation 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.SHISettlement.com.

4. Why is there a settlement?

The Court has not decided whether the 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. The 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 one or more of the Defendant between January 1, 2023 and July 26, 2025 (the “Settlement Class Period”) where the solicitation for employment arguably did not disclose the wage scale or salary range and/or provide a general description of benefits or other compensation for the position. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at **1- 833-421-7293**, emailing info@SHISettlement.com, or by visiting the Settlement Website at www.SHISettlement.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 mail, postmarked on or before September 25, 2026, to:

Jessica Tipton v. Seawind Hotel Investment LLC
c/o Settlement Administrator
P.O Box 26170, Santa Ana, CA 92799
(833) 421-7293
info@SHISettlement.com

You can also complete your claim form online at **www.SHISettlement.com** and using Login ID: PIN:

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 September 25, 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 hearing to consider the fairness of the settlement is scheduled for **January 8, 2027, at 9:00 A.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 121 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 prospective, current, or former employee.

THE ATTORNEYS REPRESENTING YOU

10. Do I have an attorney in this case?

Yes, the Court appointed the law firm of Ackermann & Tilajef, P.C., as Class Counsel to represent the Settlement Class. Their contact information is:

Ackermann & Tilajef, P.C.
2602 North Proctor Street, Suite 205
Tacoma, Washington 98406
Telephone: (253) 625-7720

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 agree not to oppose, an award of attorneys' fees of up to \$154,800 and costs and expenses of \$2,500, to be paid from the Settlement Fund. Class Counsel will also request a service award for Plaintiff in the amount of \$10,000, 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 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 release, waive, and forever discharge Defendant, together with its respective direct and indirect parents, subsidiaries, and affiliates, and each of their respective past and present directors, officers, agents, shareholders, members, managers, employees, attorneys, insurers, reinsurers, predecessors, successors, and assigns (“Released Parties”) of and from the claims asserted in the Complaint in the Action or claims that could have been asserted based on the facts alleged in the Complaint (the “Released Claims”). The Released Claims include, but are not limited to, any claims based on Defendant’s alleged failure to comply with the job posting/pay transparency requirements of the Washington Equal Pay and Opportunities Act, including, but not limited to, any alleged liabilities arising out of or relating to a failure to include the wage scale or salary range, and a general description of all of the benefits or other compensation to be offered to a hired applicant in any job postings. The Released Claims specifically include, but are not limited to, 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.

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 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 **September 25, 2026**, to the Settlement Administrator at the following address:

Jessica Tipton v. Seawind Hotel Investment 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 *Jessica Tipton v. Seawind Hotel Investment LLC*, King County Superior Court Case No. 25-2-11810-0 KNT”; 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 payment. If you exclude yourself, do not submit a Claim Form to ask for a payment as it will not be recognized or honored.

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 *Jessica Tipton v. Seawind Hotel Investment LLC*, King County Superior Court Case No. 25-2-11810-0 KNT", no later than **September 25, 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; and (vi) 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 **September 25, 2026**:

Class Counsel	Defendant's Counsel
Avi Kreitenberg Brian Denlinger Craig Ackermann Ackermann & Tilajef, P.C. 2602 North Proctor Street, Suite 205 Tacoma, WA 98406	Peter Nohle Jackson Lewis, P.C. 520 Pike Street, Suite 2300 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 on **January 8, 2027, at 9:00 A.M.** in King County Superior Court, Maleng Regional Justice Center (MRJC), 401 Fourth Ave N, Rm 2D, Kent, WA 98032-4429.

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.SHISettlement.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.SHISettlement.com.

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

Jessica Tipton v. Seawind Hotel Investment LLC
c/o Settlement Administrator
P.O Box 26170, Santa Ana, CA 92799
(833) 421-7293
info@SHISettlement.com

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