

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made by and between Plaintiffs Danielle Morrow and Dawn King and Defendants Maverick Gaming LLC and Maverick Washington LLC.

### ***DEFINITIONS USED IN SETTLEMENT AGREEMENT***

- A. “Action” means the lawsuit entitled *Danielle Morrow v. Maverick Washington, LLC, et al.*, Case No. 22-2-03653-2 SEA (King County Superior Court).
- B. “Class” and “Class Member” means all current and former Washington non-exempt, hourly, employees of one or more of the Defendants who, between March 14, 2019, and the date of preliminary approval, worked as dealers for one or more of the Defendants and experienced one or more of the following: (1) worked more than five consecutive hours in a shift but did not receive a thirty-minute meal period; (2) worked more than five consecutive hours in a shift but did not receive a thirty-minute meal period commencing no less than two hours nor more than five hours from the beginning of the shift; or (3) worked more than eleven consecutive hours in a shift but did not receive a second thirty-minute meal period. The Class does not include: current and former Washington independent contractors; exempt salaried employees; employees under the age of 16 years; and, the Defendants’ owners, partners, and shareholders.
- C. “Class Counsel” means the law firm Emery Reddy, PLLC.
- D. “Class Notice and Claim Form” means the document, substantially in the form attached to this Settlement Agreement as **Exhibit A**, which will be sent to Class Members following preliminary approval of the Settlement Agreement.
- E. “Class Payments” means payments to Participating Class Members who submit valid, timely written claims as specified in Section 3.G.
- F. “Class Period” means the period of time from March 14, 2019 to the date of preliminary approval.
- G. “Class Representative Awards” mean the proposed payments specified below in Section 8.B.
- H. “Complaint” means the Class Action Complaint filed by Plaintiff Morrow on March 14, 2022, on behalf of herself and all others similarly situated, asserting claims for: (i) failure to provide paid sick leave in violation of RCW 49.46.020(4) and RCW 49.46.200, *et seq.*; (ii) illegal non-compete agreements in violation of RCW 49.62.020; (iii) declaratory and injunctive relief; (iv) failure to provide meal periods in violation of WAC 296-126-092; (v) failure to pay minimum wage in violation of RCW 49.46.020; (vi) wage theft in violation of RCW 49.52.050; (vii)

failure to furnish accurate wage statements in violation of WAC 296-126-040; (viii) failure to pay wages owed at termination in violation of RCW 49.48.010; (ix) failure to pay all compensation owed in violation of Seattle Municipal Code 14.20.020; and (x) failure to issue accurate wage statements in violation of Seattle Municipal Code 14.20.025(E).

- I. “Court” means the King County Superior Court.
- J. “Defendants” means Maverick Gaming LLC and Maverick Washington LLC, Defendants in the Action.
- K. “Defendants’ Counsel” means the law firm Littler Mendelson, P.C.
- L. “Final Approval Date” means the date on which the Final Approval Order is entered in this matter.
- M. “Final Approval Hearing Date” means the date set by the Court for the hearing on final approval of the settlement embodied in this Settlement Agreement.
- N. “Final Approval Order” means the Court order granting final approval of the Settlement Agreement.
- O. “Final Judgment” means an order rendered by the Court that enters judgment disposing of all issues raised in this Action consistent with the Final Approval Order.
- P. “Maximum Settlement Payment” means \$2,000,000. This payment is all inclusive of Defendants’ financial obligations under this Settlement Agreement. Any reduction of attorneys’ fees, costs, and expenses, or payments to Plaintiffs by the Court will reduce the Maximum Settlement Payment. The full amount of the Maximum Settlement Payment will only be paid if sufficient Class Members submit written claims to exhaust the amount allocated to Class Payments, the Court does not reduce attorneys’ fees, costs, and expenses, or payments to Plaintiffs, and Defendants do not cancel the settlement as permitted in Section 4.B below.
- Q. “Named Plaintiffs” or “Plaintiffs” mean Danielle Morrow and Dawn King, the Plaintiffs in the Action.
- R. “Net Settlement Class Fund” means the portion of the Maximum Settlement Payment that is allocated to satisfy the claims of Participating Class Members. The full amount of the Net Settlement Class Fund will only be paid if sufficient Class Members submit written claims to exhaust the amount allocated to Settlement Class Payments and Defendants do not cancel the settlement as permitted in Section 4.B below.

- S. “Participating Class Members” means any Class Member who is bound by the Final Judgment. All Class Members are automatically deemed Participating Class Members unless the Class Member submits a timely request for exclusion as detailed in the Class Notice.
- T. “Parties” means the Plaintiffs and the Defendants in the Action.
- U. “Preliminary Approval Date” means the date on which the Court enters its Preliminary Approval Order.
- V. “Preliminary Approval Order” means an order rendered by the Court preliminarily approving this Settlement Agreement.
- W. “Released Claims” means those claims included in the release of claims set forth in Section 2 of this Settlement Agreement.
- X. “Released Parties” means (i) Defendants Maverick Gaming LLC and Maverick Washington LLC, their affiliated entities, and benefit plans, (ii) each of the past and present officers, elected officials, directors, agents, equity holders, members, employees, consultants, 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.
- Y. “Settlement Administrator” means any settlement administrator mutually agreed upon by the Parties.
- Z. “Settlement Effective Date” means the date by which the Settlement Agreement is finally approved as provided in Section 3.H below and the Court’s Final Judgment becomes final. For purposes of this subsection, the Court’s Final Judgment “becomes final” after the later of (i) 30 days after entry of the Final Approval Order, if no appeal of that Order is filed, or (ii) the date the Court’s Final Approval Order becomes final and binding after final resolution of any appeals.

### ***RECITALS***

WHEREAS, Plaintiff Morrow filed the Complaint in this Action, seeking the relief set forth in the Definitions section above; and

WHEREAS, Class Counsel has conducted a thorough investigation into the facts of the Complaint and the Class Members’ claims against Defendants; and

WHEREAS, the Parties have engaged in extensive settlement discussions, including a full day mediation on March 29, 2023, to discuss a possible resolution of this matter; and

WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise,

and discharge all disputes and claims for wages that have been alleged in the Action or that arise out of the circumstances alleged in the Complaint, including federal and state claims, and all related retaliation claims, during the Class Period;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

### ***TERMS OF SETTLEMENT AGREEMENT***

1. **Non-Admission of Liability.** The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that this settlement with Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest of Plaintiffs and the Class Members in light of all facts and circumstances, including the risk of significant delay of recover due to the litigation process and defenses asserted by Defendants. In entering into this Settlement Agreement, Defendants and Released Parties do not admit, and specifically deny, that they have: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; or engaged in any other unlawful conduct with respect to any person or entity. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants or the Released Parties of any such violation(s) or failure(s) to comply with any applicable law, and Defendants expressly deny any liability, wrongdoing, impropriety, responsibility, or fault whatsoever. In addition, and also without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in the Action or any other action for adversarial, rather than settlement, purposes.
  
2. **Consideration and Release of Claims.**
  - A. ***Limited Release.*** In consideration for Defendants' payments as set forth in this Settlement Agreement, upon the Final Approval Date (and except as to such rights or claims as may be created by this Settlement Agreement) the Named Plaintiffs, class representatives, and all Participating Class Members, shall fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action for wages, of whatever kind or nature, whether known or unknown, that were alleged in the Action or could have been alleged in the Action arising out of the facts or circumstances alleged in the Action during the Class Period, and including federal and state claims, and all related retaliation claims. The claims released by the Participating Class Members include but are not limited to all claims for the following: any claims for failure to pay minimum wages or overtime wages, or otherwise for failing to pay for all time worked, under the federal Fair Labor Standards Act and Washington state's wage

and hour laws, including common law, statutes (including without limitation Chapters 49.12, 49.46, 49.48 and 49.52 RCW), regulations (including without limitation Chapters 296-126 and 296-128 WAC), and ordinances and local laws (including without limitation Seattle Municipal Code 14.20); any related retaliation claims; any claims for failure to make full and timely payment of wages under such laws; any claims related to any of the foregoing for liquidated, exemplary, or punitive damages or penalties; any claims related to any of the foregoing for equitable relief (including injunctive or declaratory relief); and any claims related to any of the foregoing for prejudgment interest and attorneys' fees and costs. The Participating Class Members likewise covenant not to sue the Released Parties with respect to any of the claims the Participating Class Members have released.

B. **General Release.** Plaintiffs will execute a general release of claims as a condition of this Settlement Agreement.

3. **Court Approval, Notice, and Claims Submission.** This Settlement Agreement is contingent on approval by the Court. The Parties shall jointly recommend to the Court that it approve the terms of this Settlement Agreement. The Parties shall undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement, and any other steps or efforts which may become necessary by order of the Court (unless such order modifies the terms of this Settlement Agreement) or otherwise, to carry out this Settlement Agreement, including the following:

A. **Amended Complaint.** Within 10 days after execution of the Settlement Agreement, Plaintiff Morrow shall file an Amended Complaint that adds Dawn King as a Named Plaintiff. Defendants will not oppose the motion.

B. **Preliminary Approval.** Plaintiffs shall file a motion for preliminary approval after this Settlement Agreement is fully executed. Defendants will not oppose the motion as long as they have been given the opportunity to review the draft as provided herein and the motion is consistent with this Settlement Agreement. Plaintiffs will provide a draft of the motion to Defendants at least 7 days in advance of filing for review, comment, and approval. The motion shall seek a Preliminary Approval Order that: (i) preliminarily approves the settlement; (ii) schedules a fairness hearing at least 90 days after the Preliminary Approval Order on the question of whether the proposed Settlement Agreement should be finally approved as fair, reasonable, and adequate as to the Class Members, and whether the application for Class Counsel's attorneys' fees, costs, and expenses and the Class Representative Awards should be approved; (iii) approves as to form and content the proposed Class Notice and Claim Form; and (iv) directs the mailing of the Class Notice and Claim Form by first-class mail to the Class Members.

C. **Class Data.** Within 14 days of the Preliminary Approval Order, Defendants shall provide to the Settlement Administrator, in a format acceptable to the Settlement Administrator, each Class Member's name, Social Security number, last known address, telephone number, and email address. The Settlement Administrator shall

update Class Data addresses using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator, and, to the extent this process yields an updated address, that updated address shall replace the last known address and be treated as the new last known address for purposes of this Settlement Agreement and for any subsequent mailings required to effectuate the terms of this Settlement Agreement. The Settlement Administrator shall: (i) provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information (“PII”) that it receives from the Parties; (ii) not disclose the PII to third parties, (iii) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (iv) promptly provide the Parties with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction.

- D. ***Class Notice.*** Within 30 days of entry of the Preliminary Approval Order, the Settlement Administrator shall send the Class Notice and Claim Form to each Class Member by first-class mail or such other forms of notice specified in the Preliminary Approval Order. No later than the date of mailing of the Class Notice, the Settlement Administrator shall create and maintain a website where Class Members can view the Class Notice, Settlement Agreement, Class Action Complaint, Preliminary Approval Order, and any other relevant case documents.
- E. ***Verification.*** The Settlement Administrator will provide lists of the mailing addresses used, returned notices, revised addresses, and submitted Claim Forms to Class Counsel for verification purposes.
- F. ***Class Members’ Right to Exclude Themselves from the Class or Object to the Settlement.*** As described in the Class Notice, Class Members may exclude themselves from the Class or object to the Settlement Agreement, by submitting their written request for exclusion (opt out) or objection no later than 30 days from the date of mailing of the Class Notice and Claim Form.
- i. ***Exclusion.*** Any Class Member other than Plaintiffs may elect to be excluded. To be effective, any such election must be made in writing; must contain the information specified in the Notice; and must be mailed to counsel for the Parties and postmarked on or before the deadline set forth in the Class Notice. The date of the postmark on the mailing envelope shall be the exclusive means to determine whether a request for exclusion is timely. Any Class Member who is eligible to opt out and who timely requests exclusion in compliance with these requirements shall thereafter not be considered to be a Participating Class Member, shall not have any rights under this Settlement Agreement, shall not be entitled to receive any settlement payment, and shall not be bound by this Settlement Agreement or the Final Judgment.
- ii. ***Objection.*** Any Participating Class Member other than Plaintiffs may object to this Settlement Agreement, provided that such objections are made

in writing filed with the Court and served on counsel for the Parties no later than the deadline set forth in the Class Notice. Such objection shall include the information specified in the Class Notice. No Class Member may be heard at the Final Approval Hearing who has not complied with this requirement, and any Class Member who fails to comply with this requirement will be deemed to have waived any right to object and any objection to the Settlement Agreement. Any Class Member who intends to appear at the Final Approval Hearing shall so announce in the Class Member's written objection.

- iii. ***Effect of Taking No Action.*** Except for those Class Members who exclude themselves in compliance with the foregoing, all Class Members will be deemed to be members of the Class in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. Except to the extent a Class Member presents a timely objection to this settlement pursuant to the procedures set out above, the Class Members and Plaintiffs waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.
  - iv. ***Obligations of Parties and Counsel.*** Neither Plaintiffs, Class Counsel, Defendants' Counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves as a Class Member, object to the Settlement Agreement, refrain from submitting a claim, appeal from any order of the Court that is consistent with the terms of this Settlement Agreement, or discourage participation in the settlement. Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all objections, exclusions, and/or challenges to the settlement or any part thereof.
  - v. ***Obligations of Settlement Administrator.*** The Settlement Administrator will provide a declaration of due diligence, proof of mailing and publication of the Class Notice, and records of any exclusions or objections to Class Counsel and Defendants' Counsel within 7 days after the deadline for exclusion/objection.
  - vi. Named Plaintiffs and class representatives shall not be required to opt-in or make a claim to receive payment under this settlement.
- G. ***Claims Submission.*** Participating Class Members will have 30 days from the date of mailing of the Class Notice and Claim Form to submit a completed Claim Form, which must be postmarked, emailed, or otherwise received on or before the deadline. If the Settlement Administrator has to send the Class Notice and Claim

Form to a second address, the 30 days to submit a claim will run from the date of mailing of the Class Notice and Claim Form to the second address. To submit a valid, timely claim, a Participating Class Member must (i) provide complete and accurate information on the Claim Form in writing or via email; (ii) verify his or her identity by providing the last 4 digits of his or her Social Security number on the Claim Form; and (iii) provide the required information by the deadline.

- H. ***Final Approval.*** On the date established in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement Agreement, an order awarding Class Representative Awards to Plaintiffs, an order awarding attorneys' fees, costs, and expenses to Class Counsel, and an order awarding the costs of settlement administration to the Settlement Administrator. All such payments will come from the Maximum Settlement Payment. Defendants shall not oppose this motion, *provided that* they have been given the opportunity to review the draft as provided herein and it is consistent with this Settlement Agreement; Plaintiffs seek a Class Representative Award of no more than \$25,000 to Plaintiff Morrow, \$25,000 to Plaintiff King, and up to \$20,000 in the aggregate for possible additional class representatives to be added to the complaint by stipulation as provided in Paragraph 8.B; no more than \$600,000 as payment to Class Counsel for attorneys' fees; and no more than \$60,000 in reimbursement of actual litigation costs and expenses, to be paid from the Maximum Settlement Payment. Plaintiffs will provide a draft of the motion to Defendants at least 7 days in advance of filing for review, comment, and approval. The motion shall seek a Final Approval Order that: (i) finally approves the Settlement Agreement as fair, adequate, and reasonable, and directs consummation of its terms and provisions; (ii) approves Class Counsel's application for an award of attorneys' fees, costs, and expenses; (iii) approves the Class Representative Awards; (iv) approves the Settlement Administrator's costs; and (v) and upon payment of the amounts listed herein, dismisses this Action on the merits and with prejudice and permanently bars all Participating Class Members from prosecuting against the Released Parties any individual or class claims that are released by this Settlement Agreement.

4. **Termination of Settlement Agreement.**

- A. ***Non-Approval by Court.*** Failure of the Court to grant preliminary or final approval of the Settlement Agreement (after reasonable opportunity for the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the Parties to terminate this Settlement Agreement. A failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire settlement voidable and unenforceable as to all Parties herein at the option of the party adversely affected thereby. Each party may exercise its option to void this settlement as provided in this paragraph by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement Agreement by the Court.



- B. **Defendants' Options.** To the extent that the claims made by Participating Class Members pursuant to Section 3.G exceed 40 percent (40%) of the Net Settlement Class Fund, Defendants shall have the option in their sole discretion to void this Settlement Agreement and render the entire Settlement Agreement void and unenforceable to all Parties herein. Defendants also have the option to void the settlement if the number of Class Members choosing to opt out of the Settlement Agreement exceeds ten percent (10%) of the total number of Class Members or 10% of the total value of claims. If Defendants choose to exercise either option, they must give notice, in writing, to Class Counsel within 14 days of the opt-out deadline or the deadline for Class members to submit claims.
- C. **Attorneys' Fees and Payments to Class Representatives.** The Court's determination regarding whether and in what amounts to award attorneys' fees, costs, and expenses to Class Counsel and Class Representative Awards to Danielle Morrow, Dawn King, or any other named Plaintiff that the parties add by stipulation, shall not be grounds for terminating the Settlement Agreement or otherwise affect the enforceability of the Settlement Agreement.
- D. **Effect of Termination.** In the event that this Settlement Agreement is not approved by the Court, fails to become effective for any reason, or is reversed, withdrawn, or modified by the Court or any other court with jurisdiction over the Action, the Settlement Agreement and named Plaintiffs' individual Settlement Agreements (collectively, the "Settlement Agreements") shall become null and void *ab initio* and 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 the Action prior to execution of the Settlement Agreements; and neither of these Settlement Agreements nor any ancillary documents, actions, or filings shall be admissible or offered into evidence in the Action or any other action for any purpose.
5. **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 of the part of the Parties and/or by order of the Court, the following schedule provides an outline of the deadlines contemplated by the Parties under this Settlement Agreement:

EVENT	DATE
Plaintiffs' Counsel to file Motion to Amend Complaint	10 days after execution of the Settlement Agreement
Plaintiffs' Counsel to provide draft of Motion for Preliminary Approval of Settlement to Defendants' Counsel	28 days after execution of the Settlement Agreement

Plaintiffs' Counsel to File Motion for Preliminary Approval of Settlement	35 days after execution of the Settlement Agreement
Preliminary Approval Order	Preliminary Approval Order
Defendants' Counsel to Provide Settlement Administrator and Plaintiffs' Counsel with Class Data	14 days after Preliminary Approval Order
Mailing of Notice and Claim Form, start of Notice Period	30 days after the Preliminary Approval Order
End of Notice Period, deadline for Class Members to submit a Claim Form, opt out, or object to the settlement	30 days after start of the Notice Period
Settlement Administrator to provide Plaintiffs' Counsel and Defendants' Counsel: (1) Declaration of Due Diligence, (2) Proof of Mailing and Publication of the Class Notice, (3) Report identifying Settlement Class members, opt outs, and objections	7 days after end of Notice Period
Defendant's deadline to void the Settlement Agreement if claims made by Class Members exceed 40 percent of the Net Settlement Class Fund or if more than 10 percent of Class Members opt out	14 days after end of Notice Period
Plaintiffs' Counsel to provide Defendants' Counsel with draft of Motion for Final Approval of Settlement	7 days prior to deadline to file Motion for Final Approval
Plaintiffs' Counsel to file Motion for Final Approval of Settlement	9 Court days prior to the Final Approval Hearing
Final Approval Hearing	Final Approval Hearing (no earlier than 90 days after the Preliminary Approval Order)
Final Approval Order	Final Approval Order
Effective Date	31 days after the Final Approval Order (the "Settlement Effective Date")
Funding Date	30 days after the Settlement Effective Date
Mailing of settlement checks to Class Members, payment of attorneys' fees, costs, and expenses, service awards, and settlement administrator's costs	30 days after the Settlement Effective Date
Deadline for Plaintiffs' Counsel to file Satisfaction of Judgment	30 days after the mailing of settlement checks to Class Members, payment of attorneys' fees &

	costs award, service awards, and settlement administration costs award
Deadline for Settlement Class members to cash settlement checks	180 days after mailing of settlement checks

6. **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties further agree to cooperate fully and use their best efforts to obtain the Court’s preliminary and final approval of this Settlement Agreement and all the terms herein.
  
7. **Representation by Class Counsel.** Class Counsel represent that through the date they execute this Settlement Agreement, they did not represent and have not represented any current or former employee of Defendants who would not be covered by this Settlement Agreement.
  
8. **Settlement Payments.** Within 30 days after the Settlement Effective Date, Defendants shall deposit the gross settlement amount to be paid based upon the Court’s approval of the Settlement Agreement and the claims made by Class Members into a Qualified Settlement Fund established by the Settlement Administrator. The Settlement Administrator shall distribute these funds only as directed by Class Counsel and Defendants’ Counsel and as allowed under the Court’s Final Approval Order and Final Judgment. Subject to Court approval, the gross settlement Amount shall be allocated as follows:
  - A. ***Attorney’s Fees and Litigation Costs.*** The Settlement Administrator shall distribute to Class Counsel, within 30 days after the Settlement Effective Date, the amount awarded by the Court as compensation for attorneys’ fees and costs in accordance with the Court’s Final Approval Order and Final Judgment. Defendants shall issue an appropriate IRS Form 1099 for this payment.
  
  - B. ***Class Representative Awards.*** The Settlement Administrator shall distribute to Plaintiffs, within 30 days after the Settlement Effective Date, the amounts awarded by the Court to Plaintiffs as Class Representatives. Defendants will not oppose a Class Representative Award of \$25,000 to Plaintiff Morrow, \$25,000 to Plaintiff King, and up to \$20,000 in the aggregate for possible additional class representatives to be added to the complaint by stipulation. The \$20,000 for possible additional class representatives shall be used to resolve any claims brought by class representatives added to this case by stipulation. Any additional class representative who receives proceeds from the \$20,000 allocated for potential additional class representatives will be required to sign a general release of claims. Defendants shall issue the appropriate IRS Form 1099s for these payments.
  
  - C. ***Settlement Administration Expenses.*** At the direction of Class Counsel and Defendants’ Counsel, the Settlement Administrator shall distribute to itself, within

30 days after the Settlement Effective Date, the amount approved by the Court as the reasonable expenses of settlement administration. The Parties will not withhold approval of a reasonable expense for settlement administration.

D. ***Payments to Participating Class Members.***

- a. ***Class Payments.*** The Settlement Administrator shall, within 30 days after the Settlement Effective Date, distribute to each Participating Class Member who submits a written claim according to that individual's calculated share of the Net Settlement Class Fund. Each Participating Class Member's pro rata share will be calculated based upon his or her estimated number of shifts worked as a Dealer from March 19, 2019 through the date of preliminary approval at any of the following casinos: Caribbean Cardroom - Kirkland, Caribbean Casino Kirkland, Caribbean Casino Yakima, Club Hollywood Casino Shoreline, Coyote Bobs Kennewick, Crazy Moose - Mountlake Terrace, Crazy Moose - Pasco, Great American Everett, Great American Lakewood, Great American Tukwila, Macau Casino - Lakewood, Macau Casino - Tukwila, Red Dragon Casino Mountlake Terrace, Roman Casino Seattle, Royal Casino Everett, Silver Dollar Casino Mill Creek, Silver Dollar Casino Renton, Silver Dollar Casino Seatac, and Wizards Casino Burien. The calculation for Class Payments will be prepared by the Settlement Administrator using the agreed-upon formula, subject to review and approval by Class Counsel and Defendants' Counsel. By way of example only, if the Settlement Administrator determines – and the Court approves – that \$1,000,000 of the Maximum Settlement Payment is to be allocated for distribution to the Class Members, the Settlement Administrator would apply the agreed-upon formula to determine the portion of the \$1,000,000 that would be paid to each Class Member assuming that every Class Member chose to submit a written claim. If half of the Class Members make a claim and the formulated payments to those Settlement Class Members is \$500,000, Defendants would pay the \$500,000 in Class Payments directly to those Class Members who made written claims. Defendants would not pay anything to the remaining Class Members who did not make a written claim.
- b. ***Tax Treatment and Reporting.*** For tax and withholding purposes, Class Payments shall be treated as follows: 33% shall be deemed to be wage payments to be reported on an IRS Form W-2 with payroll taxes withheld, and 67% shall be deemed to be non-wage payments and Defendants shall issue appropriate IRS Forms 1099 (reported as "Other Income"). Defendants shall have no responsibility or liability for any federal or state taxes owed in connection with the payments made in connection with this Settlement. Any employer payroll taxes owed will be paid out of the Maximum Settlement Payment.

- E. ***No Effect on Other Benefits.*** Defendants will not use any payments from the Maximum Settlement Payment to calculate any benefits, including, for example (but without limitation), vacation, holiday pay, pension, or 401(k) plan contributions. Any payments from the Maximum Settlement Payment do not represent any modification of previously credited hours of service or other eligibility criteria under any pension or welfare benefit plan sponsored by Defendants. Nor is any payment from the Maximum Settlement Payment compensation for purposes of determining eligibility for, or benefit accrual within, a pension plan, welfare benefit plan, or other plan sponsored by Defendants or any of the Released Parties.
- F. ***Conditions Precedent.*** The timelines in this Section 8 presume that the deadline for Class Members to submit written claims will occur prior to the Court's Final Approval Order. If the deadline for Class Members to submit written claims is after the Court's Final Approval Order, the Parties will agree upon an alternative timeline that will provide Defendants a reasonable and adequate opportunity to process Class Payments.
- G. ***Claims-Made Settlement.*** All payments shall be made only upon submission of timely, valid written claims by Participating Class Members as described in Section 3.G. Any portion of the Net Settlement Fund that is either not claimed or is attributable to a settlement check that was issued but not cashed within 180 days, shall remain the property of Defendants.
9. **Enforcement Actions.** The Court shall have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out. In the event that one or more of the Parties to this Settlement Agreement institutes any legal actions or proceedings to enforce or implement the provisions of this Settlement Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties' reasonable attorneys' fees and costs, including expert witness fees incurred in connection therewith.
10. **Captions and Interpretations.** Section 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. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, including negotiations facilitated by an experienced employment law mediator, and 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, her or its counsel participated in the drafting of this Settlement Agreement.
11. **Modification.** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and, if changed after the Preliminary Approval Order, 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 hereto.

12. **Entire Agreement.** This Agreement constitutes the entire and integrated agreement between the Parties with respect to the settlement of the Action, and all other prior and contemporaneous agreements, representations, warranties, or understandings of the Parties are superseded and merged into this Settlement Agreement.
13. **No Reliance.** The Parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this agreement.
14. **Assignments.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto 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.
15. **Signatories.** It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Class Member.
16. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more counterparts, including by copies transmitted via facsimile or electronic delivery. Upon a party's execution of a counterpart, that counterpart shall be deemed an original, and all signed counterparts shall together constitute one Settlement Agreement. A facsimile signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Settlement Agreement and copies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.
17. **Dispute Resolution.** In the event of a dispute between the Parties concerning the drafting or substantive terms of the Settlement Agreement, the Final Judgment, or other settlement documentation, the Parties agree that such a dispute shall be submitted for arbitration to Lou Peterson whose decision shall be final, binding, and not subject to further review or appeal of any kind. The Parties shall equally share the costs of any such arbitration proceeding. The Parties shall bear their own attorneys' fees and costs incurred in such an arbitration proceeding, subject to the arbitrator's authority to award a reasonable amount of attorneys' fees and costs if the arbitrator determines that a party's position is frivolous.

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IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Individually And On Behalf Of Their Marital Communities,

Dated: May 23 2023


By: *Danielle Morrow*  
Danielle Morrow, Plaintiff

Dated: May 23 2023

By: *Dawn King*  
Dawn King, Plaintiff

On Behalf of Maverick Washington LLC and Maverick Gaming LLC,

Dated: 5/26/2023

  
By: Eric Persson  
Its: CEO/Lead Manager

# EXHIBIT A



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

***Morrow v. Maverick Washington LLC and Maverick Gaming LLC***  
**Case No. 22-2-03653-2 SEA**

**If you worked as a Dealer for Maverick Washington LLC and/or Maverick Gaming LLC between March 14, 2019 and <<Preliminary Approval Date>>, a class action settlement may affect your rights.**

***A Washington State Superior Court authorized this Notice. You are not being sued.  
This is not a solicitation from a lawyer.***

- A settlement has been reached in the class action lawsuit titled *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 SEA (the “Lawsuit”) and is pending in the Superior Court of the State of Washington in and for King County. The Defendants in the Lawsuit are Maverick Washington LLC and Maverick Gaming LLC (collectively, “Defendants” or “Maverick”). The Lawsuit asserts claims for: (1) failure to provide compliant meal periods to dealers, (2) failure to compensate dealers for missed meal periods, (3) failure to pay dealers for all hours worked, (4) failure to furnish accurate wage statements to dealers, and (5) failure to pay all wages owed upon termination of employment. Maverick denies it is or can be held liable for the claims made in the Lawsuit. The settlement does not establish liability or who is correct, but rather is a compromise between the Parties to end the Lawsuit.
- Members of the Settlement Class are all current and former Washington non-exempt, hourly, employees of one or more of the Defendants who, between March 14, 2019 and <<Preliminary Approval Date>>, worked as dealers for one or more of the Defendants and experienced one or more of the following: (1) worked more than five consecutive hours in a shift but did not receive a thirty-minute meal period; (2) worked more than five consecutive hours in a shift but did not receive a thirty-minute meal period commencing no less than two hours nor more than five hours from the beginning of the shift; or (3) worked more than eleven consecutive hours in a shift but did not receive a second thirty-minute meal period.
- Each Settlement Class Member is eligible to receive a pro rata share of the settlement based upon his or her estimated number of shifts worked as a Dealer from March 19, 2019 through <<Preliminary Approval Date>> at any of the following casinos: Caribbean Cardroom - Kirkland, Caribbean Casino Kirkland, Caribbean Casino Yakima, Club Hollywood Casino Shoreline, Coyote Bobs Kennewick, Crazy Moose - Mountlake Terrace, Crazy Moose - Pasco, Great American Everett, Great American Lakewood, Great American Tukwila, Macau Casino - Lakewood, Macau Casino - Tukwila, Red Dragon Casino Mountlake Terrace, Roman Casino Seattle, Royal Casino Everett, Silver Dollar Casino Mill Creek, Silver Dollar Casino Renton, Silver Dollar Casino Seatac, and Wizards Casino Burien.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this settlement. The deadline to submit a Claim Form is <<Claims Deadline>>.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	By asking to be excluded, you will not share in this settlement. This is the only option that allows you to keep any rights to sue Maverick about the same legal claims in this Lawsuit. The deadline to exclude from the settlement is <<Opt-Out Deadline>>.
<b>OBJECT TO THE SETTLEMENT</b>	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>>.
<b>ATTEND THE FINAL APPROVAL HEARING</b>	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 <<DATE>>, at <<TIME>> a.m. PT.
<b>DO NOTHING</b>	By doing nothing, you forfeit the opportunity to receive any compensation and you give up any rights to sue Maverick, and certain parties related to Maverick, about the claims that have been or could have been asserted based on the facts alleged in this Lawsuit.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, the terms of which control, available at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).
- The Court in charge of this case 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.

## **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 Maverick. 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 Karen Donahue of the Superior Court of the State of Washington in and for the King County is overseeing this class action. The case is called *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 SEA (the “Lawsuit”).

Danielle Morrow and Dawn King are the Plaintiffs or Settlement Class Representatives. The companies they sued, Maverick Washington LLC and Maverick Gaming LLC, are the Defendants.

### **2. What is a class action lawsuit?**

A class action is a lawsuit in which one or more plaintiffs—in this case, Danielle Morrow and Dawn King—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. After the parties reached an agreement to settle this case, the Court granted preliminary approval of the settlement.

## **THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT**

### **3. What is this lawsuit about?**

The Plaintiffs claim that Maverick failed to (1) provide compliant meal periods to dealers, (2) compensate dealers for missed meal periods, (3) pay dealers for all hours worked, (4) furnish accurate wage statements to dealers, and (5) pay all wages owed upon termination of employment.

Maverick denies that it is or can be held liable for the claims made in the Lawsuit. More information about the complaint in the Lawsuit and Maverick’s response can be found in the “Court Documents” section of the Settlement Website at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

### **4. Why is there a settlement?**

The Court has not decided whether the Plaintiffs or Maverick 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 Settlement Class Representatives 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 Maverick.

## WHO'S INCLUDED IN THE SETTLEMENT?

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

Maverick's records show you are part of the Settlement Class because you worked as a Dealer for Maverick between March 14, 2019 and <<Preliminary Approval Date>>.

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](http://www.<<SettlementWebsite>>.com).

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

This settlement provides eligible Settlement Class Members with a pro rata share of the settlement based upon the estimated number of shifts worked as a Dealer from March 19, 2019 through <<Preliminary Approval Date>> at any of the following casinos: Caribbean Cardroom - Kirkland, Caribbean Casino Kirkland, Caribbean Casino Yakima, Club Hollywood Casino Shoreline, Coyote Bobs Kennewick, Crazy Moose - Mountlake Terrace, Crazy Moose - Pasco, Great American Everett, Great American Lakewood, Great American Tukwila, Macau Casino - Lakewood, Macau Casino - Tukwila, Red Dragon Casino Mountlake Terrace, Roman Casino Seattle, Royal Casino Everett, Silver Dollar Casino Mill Creek, Silver Dollar Casino Renton, Silver Dollar Casino Seatac, and Wizards Casino Burien. For tax and withholding purposes, class payments shall be treated as follows: 33% shall be deemed to be wage payments to be reported on an IRS Form W-2 with payroll taxes withheld, and 67% shall be deemed to be non-wage payments and Maverick shall issue appropriate IRS Forms 1099 (reported as "Other Income").

Your estimated settlement payment after applicable payroll tax withholdings is listed on your Claim Form.

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

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

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

Claims will be subject to a verification process. **All Claim Forms must be 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.** The Settlement Administrator may be contacted at:

Questions? Call 1-XXX-XXX-XXXX toll-free or visit [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

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

## **8. When will I get my payment?**

The hearing to consider the fairness of the settlement is scheduled for <<DATE>>, at <<TIME>> a.m. PT. If the Court approves the settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible Claims will be paid to Settlement Class Members via written check. All checks will expire and become void 180 days after they are issued.

## **THE LAWYERS REPRESENTING YOU**

## **9. Do I have a lawyer in this case?**

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

Timothy W. Emery  
Patrick B. Reddy  
Paul Cipriani  
Emery Reddy, PLLC  
600 Stewart Street, Suite 1100  
Seattle, WA 98101  
Phone: (206) 442-9106

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

## **10. How will Class Counsel and Settlement Class Representatives be paid?**

Class Counsel will ask the Court to approve, and Maverick agrees not to oppose, an award of Attorneys’ Fees of \$600,000, plus costs and expenses not to exceed \$60,000, to be paid from the Settlement Fund. Class Counsel will also request Service Award Payments of up to \$25,000 for Danielle Morrow and Dawn King, and up to \$20,000 total for additional Settlement Class Representatives. 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 awards to the Settlement Class Representatives. 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 awards.

## YOUR RIGHTS AND OPTIONS

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

If you do not exclude yourself from the settlement, you will not be able to sue Maverick or certain entities related to Maverick about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement Agreement, and its included release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com). However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by any of the terms of the settlement.

Upon the Final Approval Date, all Settlement Class Members who do not timely exclude themselves from the settlement shall fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action for wages, of whatever kind or nature, whether known or unknown, that were alleged in the Action or could have been alleged in the Action arising out of the facts or circumstances alleged in the Action during the Class Period, and including federal and state claims, and all related retaliation claims (the "Released Claims"). "Released Parties" means (i) Defendants Maverick Gaming LLC and Maverick Washington LLC, their affiliated entities, and benefit plans, (ii) each of the past and present officers, elected officials, directors, agents, equity holders, members, employees, consultants, 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 Claims released by the Participating Class Members include but are not limited to all claims for the following: any claims for failure to pay minimum wages or overtime wages, or otherwise for failing to pay for all time worked, under the federal Fair Labor Standards Act and Washington state's wage and hour laws, including common law, statutes (including without limitation Chapters 49.12, 49.46, 49.48 and 49.52 RCW), regulations (including without limitation Chapters 296-126 and 296-128 WAC), and ordinances and local laws (including without limitation Seattle Municipal Code 14.20); any related retaliation claims; any claims for failure to make full and timely payment of wages under such laws; any claims related to any of the foregoing for liquidated, exemplary, or punitive damages or penalties; any claims related to any of the foregoing for equitable relief (including injunctive or declaratory relief); and any claims related to any of the foregoing for prejudgment interest and attorneys' fees and costs. The Participating Class Members likewise covenant not to sue the Released Parties with respect to any of the claims the Participating Class Members have released.

Paragraph 2.A of the Settlement Agreement describes the release, so please read this paragraph carefully. The Settlement Agreement is available at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com) or in the public court records on file in this lawsuit. For questions regarding the Release and what it means, you can also contact one of the lawyers listed in the response to Question 9 for free, or you can talk to your own lawyer at your own expense.

The Released Claims do not include any claims arising from or relating to any conduct by Maverick after <<Preliminary Approval Date>>. The Released Claims shall also not include the

right of named Plaintiffs, any Settlement Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

## **12. What happens if I do nothing at all?**

If you do nothing, you will receive no payment under the settlement. You will be in the Settlement Class, and if the Court approves the settlement, you will also 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 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Maverick or certain entities related to Maverick for the claims or legal issues resolved in this settlement.

## **13. What happens if I ask to be excluded?**

If you exclude yourself from the settlement, you will receive no benefits or payment under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Maverick in this class action.

## **14. How do I ask to be excluded?**

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating: (1) the name of the proceeding, *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 SEA; (2) your full name; (3) your current address; (4) your personal signature; and (5) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the settlement at the top of the communication. You must mail your exclusion request, postmarked no later than <<Opt-Out Deadline>>, to the following address:

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

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

## **15. If I don't exclude myself, can I sue Maverick for the same thing later?**

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

## **16. 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.

## 17. 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 do not agree 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 *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 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 the Superior Court of the State of Washington in and for the King County at the following address:

King County Superior Court  
516 Third Avenue, Room E-609  
Seattle, WA 98104

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented by an attorney, you must include the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 SEA. Your objection must also include the following information: (1) your full name, current mailing address, telephone number, and email address; (2) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (3) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (4) the identity of any and all attorneys representing the objector; (5) a statement regarding whether the objector (or his or her attorney) intends to appear at the Final Approval Hearing; and (6) the signature of the objector or his or her attorney.

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 Maverick's lawyers at the addresses listed below, postmarked no later than <<**Objection Deadline**>>:

<b>Class Counsel</b>	<b>Maverick's Counsel</b>
Timothy W. Emery Patrick B. Reddy Paul Cipriani <b>Emery Reddy, PLLC</b> 600 Stewart Street Suite 1100 Seattle, WA 98101	Ryan P. Hammond Laura Y. Davis <b>LITTLER MENDELSON, P.C.</b> 600 University Street, Suite 3200 Seattle, WA 98101



## **18. 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**

## **19. When and where will the Court hold a hearing on the fairness of the settlement?**

The Court will hold the Final Approval Hearing on <<DATE>>, at <TIME>> a.m. PT at the King County Superior Court, 516 Third Avenue, Courtroom W-842, 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 Service Award Payments to the Settlement Class Representatives.

**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](http://www.<<SettlementWebsite>>.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.

## **20. 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 Court 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 pay a lawyer to attend on your behalf at your own expense, but you don't have to.

## **21. 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

### 22. 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](http://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 MAVERICK WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

<ClaimID> <Barcode>  
<FirstName> <LastName>  
<Address1>  
<Address2>  
<City> <State> <Zip>

## **CLAIM FORM**

If you wish to be a part of the class action settlement in *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 SEA, and receive a settlement payment, you need to provide the information requested below. Please type or print clearly in blue or black ink.

This claim form must be submitted via mail and postmarked no later than <<**Claims Deadline**>>.

The Notice you received with this Claim Form describes your legal rights and options. Please visit the official settlement website, [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com), or call or email the Settlement Administrator, <<Settlement Administrator Name>>, at <<Settlement Administrator Phone>> or <<Settlement Administrator Email>> for more information.

### **1. Estimated Settlement Payment**

Your estimated settlement payment is \$\_\_\_\_\_ after applicable payroll tax withholdings.

### **2. Release**

I acknowledge that I am bound by and subject to the terms of the release in Paragraph 2.A of the Settlement Agreement and any judgment that may be entered in this Lawsuit. I agree to submit to the jurisdiction of the Superior Court of King County in the State of Washington for purposes of this Lawsuit and enforcement of this settlement. I agree to supply additional information to support this proof of claim if I am asked to do so.

### **3. Settlement Class Member Information**

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

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

*Continued on next page.*

\_\_\_\_\_  
<<Class Member Name>>

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Last 4 Digits of SSN (*for identification purposes only*)

\_\_\_\_\_  
Email Address (*optional*)

**IF YOU WISH TO BE INCLUDED IN THE SETTLEMENT AND RECEIVE A PAYMENT, YOU MUST SUBMIT THIS CLAIM FORM BY <<Claims Deadline>> TO:**

<<Settlement Administrator Name>>

<<Settlement Administrator Address>>

<<Settlement Administrator Phone>>

<<Settlement Administrator Email>>

**IMPORTANT: CLAIM FORMS POSTMARKED AFTER <<Claims Deadline>> WILL NOT BE VALID AND WILL NOT RESULT IN PAYMENT OF ANY FUNDS TO YOU**