

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Settlement Agreement”) is made and entered into by and between Plaintiff Mary Gegax (“Plaintiff” or “Class Representative”), individually and on behalf of the Settlement Class (as defined in Paragraph 2, below), on the one hand, and Defendant Ann / Judith In Home Caregivers of Western Washington, LLC (“Defendant”), on the other hand, in *Gegax v. Ann / Judith In Home Caregivers of Western Washington*, King County Superior Court, Case No. 22-2-17728-4 (the “Litigation” or “Action”). This Settlement Agreement is subject to the terms and conditions hereof and the approval of the Court. For purposes of this Settlement Agreement, Plaintiff and Defendant are referred to individually as a “Party” and collectively as the “Parties.”

### SETTLEMENT AMOUNT

As described in detail hereafter, and pursuant to all of the terms and conditions set forth hereafter, Defendant will pay a maximum amount of \$965,312.29, which includes payments to the Settlement Class, the attorney fees and costs listed in Paragraph 8, the costs of the Settlement Administrator referenced in Paragraph 11, the Service Award and severance payment for the Class Representative listed in Paragraph 9 (the “Gross Settlement Fund”). These payments shall resolve and release all of the claims as set forth in further detail hereafter in Paragraphs 18-20.

The Gross Settlement Fund amount of \$965,312.29 is based on Defendant’s representation that there are 521 Settlement Class members ( $\$1,216.61 \times 521 = \$633,853.81$ ), plus the addition of attorneys’ fees and costs, a Service Award and severance payment, and the expenses of the Settlement Administrator. If a review of Defendant’s and/or Settlement Class members’ records reveal additional Settlement Class members, Defendant agrees to increase the Gross Settlement Fund by \$1,216.61 per additional Settlement Class member.

### BACKGROUND

1. On October 27, 2022, Plaintiff filed the Class Action Complaint for Damages, Injunctive Relief, and Declaratory Relief (the “Complaint”) in the Litigation, alleging four causes of action: (1) Violation of RCW 49.62.020; (2) Violation of RCW 49.62.070; (3) Injunctive Relief; and (4) Declaratory Relief.

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

All current and former Washington employees of Ann / Judith In Home Caregivers of Western Washington, LLC who signed a noncompetition covenant between January 1, 2020 and the date of preliminary approval and whose annual earnings were less than \$100,000 in 2020, \$101,390 in 2021, \$107,301.04 in 2022, and/or \$116,593.18 in 2023.

3. Defendant denies any liability or wrongdoing of any kind associated with the claims being released herein. Neither this Settlement Agreement nor any exhibit thereto, nor any other document pertaining to the settlement contemplated herein, may be offered in any other case or

proceeding as evidence of any admission by Defendant of any liability on any claims for damages or other relief. Any stipulation or admission by Defendant contained herein is made for settlement purposes only.

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

#### **TERMS OF THE SETTLEMENT**

5. **Establishment of the Gross Settlement Fund:** Defendant will pay a maximum amount of \$965,312.29, subject to the terms and provisions of this Settlement Agreement. This payment by Defendant shall settle and forever resolve all of the claims being released by this Settlement Agreement, and will include: (a) all payments to Settlement Class members; (b) all costs of administration of the settlement; (c) all attorneys' fees and costs awards; (d) a Service Award to the Class Representative; and (e) a severance payment to the Class Representative. The settlement payments are not being made for any other purpose and will not be construed as "compensation" for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendant. In addition, no individual receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

6. **Calculation of Net Settlement Fund:** The Net Settlement Fund will constitute the total sum from which Settlement Class members will be paid. The Net Settlement Fund derives from the Gross Settlement Fund, and is the Gross Settlement Fund minus attorneys' fees and costs awarded to Plaintiff's Counsel, a Service Award to the Class Representative, Severance to the Class Representative, and the Settlement Administrator's costs and fees. The Net Settlement Fund shall be paid on or before 10 days after the Court's final approval of the Class Action settlement becomes final and non-appealable.

7. **Effective Date:** This Settlement Agreement shall become effective when the settlement is considered as "Final." For purposes of this Settlement Agreement, "Effective Date" and "Final" mean: (a) in the event that the settlement has received Final Approval by the Court and there were no timely objections filed, or that any timely objections have been withdrawn, then upon the passage of the applicable date for any interested party to seek appellate review of the Court's order of final approval of the settlement without a timely appeal being filed; or, (b) in the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the Court's order of final approval of the settlement, without a timely appeal having been filed; or, (c) in the event that a timely appeal of the Court's order of final approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's final approval without material modification, and the applicable date for seeking further appellate review has passed without such further review being sought, or if such review is sought, the exhaustion thereof. In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if this Settlement Agreement is otherwise terminated: (a) this Settlement Agreement shall have no force and effect and the Parties

shall be restored to their respective positions prior to entering into it, and no party shall be bound by any of the terms of the Settlement Agreement; (b) Defendant shall have no obligation to make any payments to the Settlement Class members, Plaintiff, or Plaintiff's Counsel; (c) any preliminary approval order, final approval order or judgment, shall be vacated; and (d) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding.

8. **Attorneys' Fees and Costs:** "Plaintiff's Counsel" refers to Plaintiff's Counsel in this Litigation, Emery Reddy, PLLC. Plaintiff's Counsel may apply to the Court for, and Defendant will not oppose, an award of attorneys' fees, costs, and expenses incurred in connection with the prosecution of this matter, and all of the work remaining to be performed by Plaintiff's Counsel in documenting the settlement, securing Court approval of the settlement, all further appellate proceedings, carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the action, in a total amount not to exceed \$285,000 for attorneys' fees and costs. Amounts awarded by the Court for attorneys' fees, costs, and expenses shall be paid from the Gross Settlement Fund. The settlement is not conditioned upon the Court approving the entirety of Plaintiff's Counsels' request for their attorneys' fees and costs. The non-approval by the Court of the requested attorneys' fees and costs shall not be a basis for terminating this Settlement Agreement. Any of the amounts referenced in this Paragraph 8 which are not awarded to shall revert to the Gross Settlement Fund, as the case may be, for distribution to the Settlement Class members. The attorneys' fees and costs approved by the Court shall be paid by the Settlement Administrator within 10 days after the settlement monies are transferred by the Defendant pursuant to Paragraph 6.

9. **Service Award:** Subject to approval by the Court, Plaintiff will be eligible to receive a service award of up to \$20,000 in consideration for serving as Class Representative ("Service Award"). The Service Award is in addition to the settlement award to which Plaintiff is entitled along with all other Settlement Class members, and Defendant will not oppose the requested Service Award. The settlement is not conditioned upon the Court approving the entirety of Plaintiff's Counsels' request for such Service Award. The non-approval by the Court of the requested Service Award shall not be a basis for terminating this Settlement Agreement. Any of the amounts referenced in this Paragraph 9 which are not awarded to Plaintiff by the Court shall revert to the Gross Settlement Fund, as the case may be, for distribution to the Settlement Class members. The Service Award approved by the Court shall be paid by the Settlement Administrator within 10 days after the settlement monies are transferred to the Settlement Administrator.

10. **Lesser Award:** In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above in Paragraph 8, or for the Service Award referenced above in Paragraph 9, the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiff's Counsel to terminate the settlement, but such an order shall be appealable by them at Plaintiff's cost. In the event that such an appeal is filed, administration of the settlement shall be stayed pending resolution of the appeal. Thereafter, if after the exhaustion of such appellate review, any additional amounts remain which are distributable to the Settlement Class members, the cost of administration of such additional payments will be paid out of such additional amounts, and will not be chargeable to or payable by Defendant. Any amount not awarded in attorneys' fees, costs and expenses, and/or enhancement awards, but which is not challenged via appeal by Plaintiff's

Counsel, shall be added to the Net Settlement Fund and distributed to the Settlement Class members in accordance with the terms of the Settlement Agreement.

11. **Settlement Administrator's Costs:** All class administration fees for the Settlement Administrator's services will be paid out of the Gross Settlement Fund, but shall not exceed \$16,458.58. Subject to the Court's approval, the Parties will select the Settlement Administrator to perform all duties of administration including, without limitation, receiving and updating through normal and customary procedures the Class List to be provided by Defendant, so that it is updated prior to the Notice of Class Action Settlement ("Notice") being mailed and emailed (if email addresses are available), printing and mailing the Court-approved Notice, performing necessary additional skip traces on Notices and/or checks returned as undeliverable, calculating Settlement Class members' payments, preparing and mailing of settlement checks, responding to Settlement Class member inquiries as appropriate, preparing any appropriate or required tax returns and tax forms in connection with the Settlement Fund and settlement payments, including any withholding, and filing or remitting those returns and forms, along with withheld amounts, if any, to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. The Settlement Administrator will coordinate the calculations of the payroll taxes and deductions, if any, with Defendant to ensure that, to the extent such taxes and deductions are or could be deemed to have been made by the Settlement Administrator on behalf of Defendant by government taxing authorities, they are made in compliance with Defendant's tax withholding and remittance obligations for such payments.

12. **Compilation of Class List:** The Parties agree that within 15 days after preliminary approval of this Settlement Agreement by the Court, Defendant will provide to Plaintiff's Counsel and the Settlement Administrator a final class list ("Class List") of all Settlement Class members, based on Defendant's records. The Class List shall include the full name, last known mailing address, email address (if any), phone number, hire date, termination date, and Social Security number (last 4 digits) of each Settlement Class member during the Settlement Class Period. The Settlement Administrator will perform normal and customary address updates and verifications as necessary prior to the mailing and emailing of the Notice to the Settlement Class and each Settlement Class member.

13. **Notice Period:** Within 25 days of its receipt of the Class List, the Settlement Administrator will send the Settlement Class members, by email (if email address is available), and by first-class mail, at their last known address or such other address as located by the Settlement Administrator, the Court-approved Notice and Claim Form. Any Notices returned undeliverable shall be traced once to obtain a new address and be re-mailed by First Class U.S. Mail. Settlement Class members shall have 30 days from the date of mailing to submit a Claim for payment of the Settlement Award, opt-out of the settlement, or object to the class action settlement, which must be either postmarked by, or emailed or facsimiled on or before the 30<sup>th</sup> day ("Notice Period"). To the extent any mailed Notice is returned as undeliverable, such person shall be permitted 30 days from any re-mailing of the Notice to submit a claim, opt-out, or object to the class action settlement ("Re-mailing Notice Period"). Payment to Settlement Class members who make a Claim will be made within 20 days after the Court's order is entered approving the class action settlement becoming a final, non-appealable order. The named Plaintiff will not be required to submit a Claim to receive her share of settlement funds.

14. **Objection and Opt-Out Rights to Settlement for Settlement Class members:** The Notice mailed to all Settlement Class members will advise each Settlement Class member of their right to submit a claim, object to all or any part of the Settlement Agreement, or opt-out of the settlement. Any Settlement Class member who wishes to object or opt-out shall be advised that they must submit any such objection or exclusion in writing to the Settlement Administrator postmarked no later than 30 days from the date of mailing of the Notice. Any objection must contain the full name, current home (or mailing) address, and last four digits of the Social Security number of the objector, and must state the grounds for the objection. If an objector wishes to be heard at the time of the hearing on final approval, he/she must notify the Court and all counsel in writing no later than 30 days from the date of mailing of the Notice of his/her intention to appear.

15. **Objection and Opt-Out Rights to Settlement for Defendant:** Should greater than ten percent (10%) of Settlement Class members object or opt-out, or more than forty percent (40%) of the Settlement Class members submit a valid Claim, Defendant shall have the unilateral right to void this Settlement Agreement within 5 days of the Settlement Administrator's Report identifying valid claims, opt outs, and objections. If the Settlement Agreement becomes void, this Settlement Agreement, as well as all releases signed in connection herewith, shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in this action prior to the settlement; the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; and neither this Settlement Agreement nor any ancillary documents, actions or filings shall be admissible or offered into evidence in this action or any other action or proceeding for any purpose.

16. **Challenges to Class List:** To be considered timely, any dispute regarding the settlement payment or the underlying data used to calculate the settlement payment must be submitted by the Settlement Class member within 30 days of the mailing of the Notice. In response to any dispute raised by a proposed Settlement Class member about their omission from the Class List, Defendant will first verify the information contained in the proposed Settlement Class member's personnel file and payroll records. Unless the proposed Settlement Class member can establish that he or she should have been included on the Class List based on documentary evidence, Defendant's records will control. Plaintiff's Counsel and Defendant's Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by the Defendant and the proposed Settlement Class member, and shall be the final arbiter of disputes relating to a proposed Settlement Class member's omission from the Class List. The Settlement Administrator's determination regarding any such dispute shall be final for purposes of administering Notice of the settlement, subject to final review, determination and approval by the Court.

17. **Calculation of Settlement Class Members' Settlement Awards:** All Settlement Class members will be eligible to receive \$1,216.61 from the Net Settlement Fund. Settlement awards will be allocated as non-wage damages and interest. Settlement Class members agree to indemnify and hold Defendant harmless from any claim for unpaid taxes for the Settlement Payment from any taxing authority.

18. **Settlement Class Member Release:** Upon final approval of this Settlement Agreement by the Court, each Settlement Class member who does not timely opt-out in accordance with the procedures set forth in Paragraph 14 will release any and all claims for violations of RCW 49.62 that accrue during or arise out of or relate to their employment with Defendant, relating back to the full extent of the federal and state statutes of limitations and continuing through the date of preliminary approval, including, without limitation, all state claims for noncompetition covenant violations and related claims for penalties, interest, liquidated damages, exemplary damages, attorneys' fees, costs, and expenses.

19. **Additional Release by Class Representative and Severance from Employment:** In addition to the Release set forth in Paragraph 18, Plaintiff, for herself alone, releases from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, contingent or accrued, known or unknown, of any kind or nature, including without limitation arising out of or related to her employment with Defendant and/or the termination thereof (if any has occurred), which do or may exist as of the date of the execution of this Settlement Agreement and through and including the date the Court grants preliminary approval of this Settlement Agreement. Plaintiff also agrees to resign her employment from Defendant in exchange for \$10,000.00 upon the Effective Date of the settlement. Defendant will not object to any future employment by Plaintiff with any of her current clients. Plaintiff agrees not to apply for employment with Defendant in the future.

20. **Released Claims:** As part of the final approval of the settlement, Plaintiff and Settlement Class members who do not opt out shall be deemed to have waived the right to file, initiate or continue to prosecute any actions, claims, complaints, or proceedings in court, arbitration, with the Washington State Department of Labor & Industries, or with any other entity, with respect to the claims released as described in Paragraphs 18 and 19 above. This settlement is conditioned upon the release by Settlement Class members and Plaintiff as described in Paragraphs 18 and 19 above, and upon covenants by Plaintiff and all Settlement Class members that they will not and cannot participate in any actions, lawsuits, proceedings, complaints or charges brought individually, or by any other person or entity in any court, arbitration or before any administrative body with respect to the claims released as described in Paragraphs 18 and 19 above, nor will such Settlement Class members or Plaintiff contest or interfere with efforts by Defendant or by any other released parties to oppose any attempt to bring such released claims against any of them. Provided however, nothing in this Paragraph 20 will preclude any Settlement Class members or Plaintiff from communicating with their attorney or law enforcement, or from complying with any lawful request for information or participation in any actions, lawsuits, or proceedings. The Plaintiff also releases all claims under the Washington Law Against Discrimination or any other common law or federal claim that could be brought against Defendant or any of its agents.

21. **Tax Treatment of Settlement Payments:**

- a. Settlement awards will be allocated as non-wage damages and interest.
- b. Each recipient of any monies paid in accordance with this Settlement Agreement is responsible for any taxes associated with the monies received by each recipient.

- c. The Settlement Administrator will prepare a Form 1099 for each Settlement Class member that reflects their non-wage settlement payment. Settlement Class members will be responsible for correctly characterizing the compensation that they receive pursuant to the Form 1099 and for payment of any taxes owing on said amount.
- d. The Parties acknowledge and agree that neither Defendant nor its attorneys have made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Settlement Class members will be required to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the settlement payments. The Parties further agree that Defendant shall have no legal obligation to pay, on behalf of Settlement Class members, any taxes, deficiencies, levies, assessments, fines, penalties, interest, or costs, which may be required to be paid with respect to the settlement payments.

22. **Tax Treatment of Plaintiff's Service Award:** Plaintiff will receive an IRS Form 1099 for her individual Service Award prepared by the Settlement Administrator, and will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount.

23. **Funding of Settlement:** Within 10 days following the occurrence of the Effective Date of the settlement as defined in Paragraph 7 above, Defendant shall transfer \$585,000.00 of the Gross Settlement Fund amount to an account specifically created by the Settlement Administrator for the administration of this settlement. No funds will be payable by Defendant prior to that time. Within 10 days following Defendant's deposit of the funds into the account created by the Settlement Administrator, the Settlement Administrator shall distribute the funds in accordance with the terms of this Settlement Agreement as approved by the Court, including the settlement awards from the Net Settlement Fund to all Settlement Class members that have submitted a timely claim, and the Court-approved attorneys' fees, costs, and expenses, and the Plaintiff's Service Award and severance payment.

24. **Undistributed Funds:** Any portion of the Gross Settlement Fund not distributed as per the terms hereof shall revert to Defendant. In the event that any checks mailed to Settlement Class members remain uncashed after the expiration of 90 days, or an envelope mailed to a Settlement Class member is returned and no forwarding address can be located for the Settlement Class member after reasonable efforts have been made, then any such funds shall revert to Defendant.

25. **Court Approval:** Except as otherwise provided above, a failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire Settlement Agreement void and unenforceable as to all Parties herein. As agreed to above, this paragraph does not apply to the failure of the Court to approve the Attorneys' Fee Award in Paragraph 8 or the Service Award in Paragraph 9. If the Settlement Agreement becomes void, this Settlement Agreement, as well as all releases signed in connection herewith, shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in this action prior to the

settlement; the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; and neither this Settlement Agreement nor any ancillary documents, actions or filings shall be admissible or offered into evidence in this action or any other action or proceeding for any purpose.

#### **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

26. The Parties shall promptly seek the Court's approval of this settlement. As soon as practicable after execution of this Settlement Agreement, Plaintiff and Plaintiff's Counsel shall apply to the Court for the entry of a preliminary approval order which would accomplish the following:

- a. Schedule a final approval hearing on the question of whether the settlement, including the payment of attorneys' fees and costs and the Class Representative's service award should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the Notice of the settlement;
- b. Approve, as to form and content, the proposed Notice of Class Action Settlement and Settlement Claim Form;
- c. Direct the mailing of the Notice of Class Action Settlement by first class mail to the Settlement Class members;
- d. Preliminarily approve the settlement subject to the final review and approval by the Court;
- e. Preliminarily approve the Settlement Administrator selected by the Parties and approve payment of the Settlement Administrator's reasonable fees and costs;
- f. Preliminarily approve Plaintiff's Counsel's requests for attorneys' fees and litigation expenses and costs subject to final review and approval by the Court; and
- g. Preliminarily approve Plaintiff's Counsel's request that the Class Representative receive a Service award in the amount of \$20,000 and \$10,000 in severance, subject to final review and approval by the Court.

Not later than 10 days before filing the motion for preliminary approval of this Settlement Agreement to the Court, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant's Counsel for their review and comments.

#### **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

27. In conjunction with the request for final approval of the settlement provided for in this Settlement Agreement, Plaintiff's Counsel will submit a proposed final order and judgment:



- a. Granting final approval of the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Approving Plaintiff's Counsel's application for an award of attorneys' fees and reimbursement of costs and expenses;
- c. Approving the Service Award to the Class Representative;
- d. Permanently enjoining and restraining Plaintiff and Settlement Class members from initiating or pursuing any claims settled herein and released by this settlement; and
- e. Dismissing this Action on the merits and with prejudice.

Not later than 5 days prior to the submission of the motion(s) seeking the foregoing, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant's Counsel for their review and comments.

**COMPUTATION OF DEADLINES**

28. 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 required under this Settlement Agreement:

<b>EVENT</b>	<b>DATE</b>
Execution of the Settlement Agreement	Execution of the Settlement Agreement
Plaintiff's Counsel to provide draft of Motion for Preliminary Approval of Settlement to Defendant's Counsel	25 days after execution of the Settlement Agreement
Plaintiff's Counsel to File Motion for Preliminary Approval of Settlement	No earlier than 35 days after execution of the Settlement Agreement
Preliminary Approval Order	Preliminary Approval Order
Defendant's Counsel to Provide Settlement Administrator and Plaintiff's Counsel with Class List and Related Data	15 days after Preliminary Approval Order
Mailing of Notice, start of Notice Period	25 days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel (40 days after the Preliminary Approval Order)

End of Notice Period, deadline for Settlement Class members to opt out or object to the settlement	30 days after start of the Notice Period (70 days after the Preliminary Approval Order)
Settlement Administrator to provide report to Plaintiff's Counsel and Defendant's Counsel identifying Settlement Class members, opt outs, and objections	5 days after end of Notice Period (75 days after the Preliminary Approval Order)
Deadline for Defendant to Void the Settlement if > 10% of Settlement Class members object or opt-out, > 40% of the Settlement Class members submit a valid Claim	5 days after the Settlement Administrator's Report
Plaintiff's Counsel to provide Defendant's Counsel with draft of Motion for Final Approval of Settlement	5 days prior to the deadline to file the Motion for Final Approval
Plaintiff's 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 sooner than 100 days after the Preliminary Approval Order)
Final Approval Order	Final Approval Order
Effective Date	31 days after the Final Approval Order (the "Effective Date")
Funding Date	10 days after the Effective Date (the "Funding Date")
Mailing of settlement checks to Settlement Class members, payment of attorneys' fees & costs, Service Award, and settlement administration costs	10 days after the Funding Date
Deadline for Plaintiff's Counsel to file Satisfaction of Judgment	30 days after the mailing of settlement checks
Deadline for Settlement Class members to cash settlement checks	90 days after mailing of settlement checks
Unclaimed settlement monies revert to Defendant	120 days after mailing of settlement checks

### **PARTIES' AUTHORITY**

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

## **MUTUAL FULL COOPERATION**

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

## **NO PRIOR ASSIGNMENTS**

31. 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.

## **CONSTRUCTION**

32. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length negotiations between counsel. The Parties further agree that this Settlement Agreement shall not be construed in favor of, or against, any party by reason of the extent to which any party, or his, hers, or its counsel, participated in the drafting of this Settlement Agreement.

## **CAPTIONS AND INTERPRETATIONS**

33. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

## **MODIFICATION**

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

## **INTEGRATION CLAUSE**

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

**BINDING ON ASSIGNS**

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

**COUNTERPARTS**

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

**GOVERNING LAW**

38. The Parties agree that Washington law governs the interpretation and application of this Settlement Agreement.

Dated: May 02 2023

*Mary Gegax*

\_\_\_\_\_  
Plaintiff Mary Gegax, individually and on behalf of the Class

Dated: May 03, 2023

*Dale King, Managing Member*

\_\_\_\_\_  
Defendant Ann Judith In Home Caregivers of Western Washington, LLC