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HONORABLE BENJAMIN H. SETTLE
HONORABLE J. RICHARD CREATURA

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

TANYA SHANAHAN,
Plaintiff,

vs.

7-ELEVEN INC.,
Defendant.

Case No.: 3:22-cv-05484-BHS-JRC

**CLASS ACTION SETTLEMENT
AGREEMENT**

1 This Class Action Settlement Agreement is between (1) Plaintiff Tanya Shanahan (“Plaintiff”),
2 individually and on behalf of the Class Members (defined below), and (2) Defendant 7-Eleven, Inc., a
3 foreign profit corporation (“Defendant” or “7-Eleven”) (collectively, the “Parties”). By this Agreement,
4 the Parties intend, with judicial approval, to settle the Action (defined below). If this Agreement is not
5 finally approved, or is otherwise nullified, then the Parties shall return to their positions preceding this
6 Agreement and Defendant shall retain all rights to challenge Plaintiff’s claims and the certification of any
7 class, unless the Parties agree to seek reconsideration of the ruling or Court approval of a renegotiated
8 agreement.

9 **1. Definitions**

10 The following definitions apply to this Agreement. Each defined term appears throughout in initial
11 capital letters.

12 **1.1. Action.** “Action” means the lawsuit entitled “*Tanya Shanahan, individually and behalf of*
13 *all others similarly situated, Plaintiff, v. 7-Eleven, Inc., a foreign profit corporation, and Does 1-10,*
14 *inclusive, Defendant,*” filed on June 3, 2022, in the Superior Court for the State of Washington for the
15 County of Clark, Case No. 22-2-01351-06, and subsequently removed to the Western District for the State
16 of Washington at Tacoma, Case No. 3:22-cv-05484-BHS-JRC.

17 **1.2. Administrative Costs.** “Administrative Costs” means all costs that the Settlement
18 Administrator incurs in administering this Agreement.

19 **1.3. Agreement.** “Agreement” means this Class Action Settlement Agreement, which includes
20 all its Recitals and all the attached Exhibits.

21 **1.5. Class Counsel.** “Class Counsel” refers to Craig Ackermann and Brian Denlinger of
22 Ackermann & Tilajef, P.C., 1180 South Beverly Drive, Suite 610, Los Angeles, California, 90035; and
23 Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C., 1180 South Beverly Drive, Suite 610, Los
24 Angeles, California, 90035.

25 **1.6. Class Counsel Award.** “Class Counsel Award” refers to the amount of attorney’s fees (in
26 an amount up to 30% of the Total Settlement Amount) and costs (including actual litigation, mediation,
27 and expert costs of Class Counsel of up to \$20,000) that the Court awards in connection with resolving
28 the Action in accordance with this Agreement.

1 **1.7. Class Members.** “Class Members” refers to those individuals who for purposes of this
2 Agreement will be certified as members of the class, defined as follows: all individuals who worked for
3 Defendant and/or at a corporate owned 7-Eleven location in Washington State as a convenience store
4 employee in a non-managerial and/or non-exempt position at any time from June 3, 2019 through
5 December 31, 2022.

6 **1.8. Class Representative.** “Class Representative” refers to Plaintiff Tanya Shanahan.

7 **1.9. Complaint.** “Complaint” refers to any and all complaints filed in the Action.

8 **1.10. Consideration Period.** “Consideration Period” refers to the 45 calendar days following
9 initial mailing of the Notice of Settlement, during which an individual can submit an Objection or a
10 Request for Exclusion.

11 **1.11. Court.** “Court” refers to the judge presiding over this Action in the U.S. District Court for
12 the Western District of Washington at Tacoma.

13 **1.12. Defendant.** “Defendant” refers to 7-Eleven, Inc., a foreign profit corporation.

14 **1.13. Defense Counsel.** “Defense Counsel” refers to Seyfarth Shaw LLP. For purposes of
15 providing any notices required under this Agreement, Defense Counsel shall refer to Brett C. Bartlett.

16 **1.14. Effective Date.** “Effective Date” shall be the later of (a) the Court’s final approval of the
17 Agreement, if no objections have been filed, (b) the time of appeal has expired if an objection has been
18 filed, or (c) the final resolution of any appeal that has been filed.

19 **1.15. Final Approval Hearing.** “Final Approval Hearing” is the hearing at which the Court
20 decides whether the terms of the Agreement are fair, reasonable, and adequate and meet all requirements
21 for Final Approval.

22 **1.16. Final Approval Order.** “Final Approval Order” is the order the Court issues, in connection
23 with the Final Approval Hearing, that approves this Agreement.

24 **1.17. Total Settlement Amount.** “Total Settlement Amount” refers to the maximum payment
25 Defendant may be obligated to make in connection with the Agreement: \$1,150,000.00, except as
26 provided for herein and in Paragraph 3. This maximum sum includes all Individual Settlement Payments,
27 any Service Award, Administrative Costs, and the Class Counsel Award. Defendant shall pay any
28 employer-side payroll taxes owing on the portion of the Total Settlement Amount allocated towards wages

1 on top of and in addition to the Total Settlement Amount.

2 **1.18. Individual Settlement Payment.** “Individual Settlement Payment” refers to the amount
3 the Settlement Administrator distributes from the Net Settlement Amount to each Settlement Class
4 Member.

5 **1.19. Judgment.** “Judgment” refers to the final judgment entered by the Court in this Action
6 after finally approving the Agreement.

7 **1.20. Net Settlement Amount.** “Net Settlement Amount” refers to the portion of the Total
8 Settlement Amount that remains after accounting for any Service Award, Administrative Costs, and the
9 Class Counsel Award.

10 **1.21. Notice of Settlement.** “Notice of Settlement” means a notice of the terms of the
11 Agreement, substantially in the form attached as Exhibit A.

12 **1.22. Objection.** “Objection” refers to a written statement timely submitted to the Settlement
13 Administrator that contains (1) the Objector’s full name and current mailing address, (2) the last four digits
14 of the Objector’s social security number, (3) the specific reason(s) for the Objection, and (4) all evidence
15 and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the
16 Court to consider.

17 **1.23. Objector.** “Objector” refers to a Settlement Class Member who has submitted an
18 Objection.

19 **1.24. Parties.** “Parties” refers collectively to (1) Plaintiff and (2) Defendant.

20 **1.25. Plaintiff.** “Plaintiff” refers to Class Representative Tanya Shanahan.

21 **1.26. Preliminary Approval.** “Preliminary Approval” refers to the court order granting
22 preliminary approval of this Agreement.

23 **1.27. Qualified Settlement Fund.** “Qualified Settlement Fund” means a qualified settlement
24 fund established pursuant to U.S. Treasury Regulation section 468B-1, 29 C.F.R. § 468B-1.

25 **1.28. Released Parties.** “Released Parties” refers to Defendant and all of its respective present
26 and former affiliated agents, employees, servants, officers, directors, partners, trustees, representatives,
27 shareholders, members, stockholders, owners, attorneys, parents, subsidiaries, equity sponsors, related
28 companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is,

1 directly or indirectly, under common control with Defendant or any of its parents and/or affiliates),
2 divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers,
3 affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers,
4 agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

5 **1.29. Request for Exclusion.** “Request for Exclusion” refers to a timely, written, opt-out request
6 signed by a Class Member and submitted to the Settlement Administrator with the following information:
7 (1) the Class Member’s full name and current mailing address, (2) the last four digits of the Class
8 Member’s social security number, (3) an express statement that the Class Member wishes to be excluded
9 from the terms of the Agreement.

10 **1.30. Service Award.** “Service Award” refers to any payment that the Court awards for service
11 as Class Representative and for entering the additional release described in Paragraph 8.2 of this
12 Agreement.

13 **1.31. Settlement Administrator.** “Settlement Administrator” refers to the third-party
14 administrator that the Parties select.

15 **1.32. Settlement Class or Settlement Class Members.** “Settlement Class” or “Settlement Class
16 Members” refers to all Class Members who do not file a timely and valid Request for Exclusion.

17 **1.33. Settlement Period or Class Period.** “Settlement Period” or “Class Period” refers to the
18 period beginning on June 3, 2019 through December 31, 2022.

19 **1.34. Released Claims.** “Released Claims” means all claims that this Agreement will extinguish
20 as to all Settlement Class Members (i.e., all Class Members who do not submit a Request for Exclusion).

21 **2. Recitals and Procedural History**

22 **2.1. Allegations in Complaint.** On June 3, 2022, Plaintiff filed this Action against Defendant
23 in the Superior Court of the State of Washington in and for the County of Clark, individually and on behalf
24 of all other similarly situated.

25 **2.2.** The Action has asserted claims for (1) implied cause of action pursuant to RCW 49.12,
26 failure to compensate for missed meal and rest periods; and (2) double damages for willful and intentional
27 withholding of wages pursuant to RCW 49.52.050, 070 flowing from cause of action one. Subsequently,
28 on July 1, 2022, the Action was removed to the Western District of Washington under the Class Action

1 Fairness Act.

2 **2.3. Defendant's Denials.** Defendant denies (1) all the material allegations in this Action, (2)
3 that Defendant violated any applicable laws, (3) that Defendant is liable for wages, damages, penalties,
4 interest, restitution, attorneys' fees, or costs, or for any other remedy on account of the claims asserted in
5 the Action, and (4) that class action certification is appropriate as to any claim in the Action. Defendant
6 contends that its policies, procedures, and practices comply with all laws asserted in the Action. The
7 Parties agree that the Agreement is a compromise and settlement of potential and/or disputed claims, and
8 that the Agreement, nor any action taken to carry out the Agreement, may not be construed or used as an
9 admission or concession of, or constitute a finding of, liability, fault, wrongdoing, or culpability of any
10 kind. Defendant has agreed to settle the Action solely to avoid the burden, expense, and uncertainty of
11 litigation. Any statements in this Agreement are made for settlement purposes only.

12 **2.4. Class Counsel's Investigation.** Class Counsel has investigated the facts relating to the
13 claims alleged in the Action and also has analyzed all defenses. Class Counsel interviewed Class Members
14 regarding the claims in the Action, analyzed a sample of Class Members' wage and time records, and have
15 examined Defendant's compliance with its policies, procedures, and practices.

16 **2.5. Negotiation of Settlement.** This Agreement was reached following several days of direct
17 settlement negotiations aided by a highly-respected mediator, Nancy Maisano. Plaintiff will urge that the
18 Court approve this Agreement after considering (1) the factual and legal defenses to the claims asserted,
19 which render uncertain the ultimate outcome of the Action, (2) the potential difficulties Plaintiff would
20 encounter in establishing his claims and maintaining class treatment, (3) the substantial benefits produced
21 by this Agreement, (4) that this Agreement provides relief in an expeditious and efficient manner,
22 compared to any manner of recovery possible after litigation and potential appeal, and (5) that this
23 Agreement allows Class Members to opt out of the Action and individually pursue the claims alleged on
24 behalf of the class in the Action.

25 **2.6. Certification for Settlement Purposes.** This Agreement is contingent upon approval of
26 class certification under Federal Rule of Civil Procedure Rule 23 for settlement purposes only, and the
27 execution of a general release by Plaintiff. Defendant expressly reserves the right to challenge the
28 propriety of class action certification for any other purpose should the Court not approve the Agreement.

1 **3. The Total Settlement Amount.** The Total Settlement Amount is \$1,150,000 (One Million
2 One Hundred Fifty Thousand Dollars and Zero Cents). In the event that there are 294,474 or more shifts
3 worked by Class Members as of the hearing on Plaintiff's Motion for Preliminary Approval, then Plaintiff
4 will have the right to void this Agreement unless Defendant agrees to proportionately increase the Total
5 Settlement Amount. In no event may the Parties or the Court be required to increase the Total Settlement
6 Amount if the total number of Class Member is less than 294,474. The Total Settlement Amount includes
7 all Individual Settlement Payments, any Service Award, the Class Counsel Award, and Administrative
8 Costs, but excludes the employer's share of payroll taxes on any Individual Settlement Payments
9 constituting wages, which shall be paid by Defendant on top of and in addition to the Total Settlement
10 Amount. Defendant has advised that the total number of Class Members is less than 4,000.

11 **4. The Net Settlement Amount**

12 **4.1. Calculation of the Amount.** The Net Settlement Amount is the portion of the Total
13 Settlement Amount that remains after deducting amounts for any Service Award, the Administrative
14 Costs, and the Class Counsel Award. If any amount is awarded by the Court less than the amounts
15 specified, the difference shall become part of the Net Settlement Amount, and the Court's award of less
16 than the amounts specified shall not be a basis or cause for any of the Parties to nullify this Agreement.
17 However, as described herein, if the Court does not approve the Service Award or Class Counsel Award,
18 or approves only a lesser amount than that requested, such reduction of the Service Award or Class
19 Counsel Award may be appealed, but neither the reduction of the Service Award nor Class Counsel Award
20 are a basis for rendering the Agreement voidable and unenforceable, and the other terms of this Agreement
21 shall remain in effect.

22 **4.2. Calculation of Estimated Individual Settlement Amounts.** Estimated Individual
23 Settlement Payments will be calculated on the basis of the number of shifts worked attributed to a Class
24 Member in proportion to the total number of shifts worked attributed to all Class Members during the
25 Settlement Period for Class Members, following the formula described in Section 7.5 of this Agreement.

26 **5. Selection of Settlement Administrator and Notice of Settlement**

27 **5.1. Selection of Settlement Administrator.** The Parties will mutually select a qualified
28 administrator to serve as the Settlement Administrator before the hearing on Preliminary Approval.

1 **5.2. Settlement Administration.** The Settlement Administrator will, as necessary, print, copy,
2 format, and translate materials, mail notices to Class Members, perform a skip trace for undeliverable
3 addresses, establish and maintain a Qualified Settlement Fund, obtain appropriate tax identification
4 numbers, calculate Individual Settlement Payments, calculate payroll withholdings and payroll taxes,
5 prepare and file all required IRS Forms and state tax forms, mail Individual Settlement Payments and tax
6 forms, establish a hotline telephone number for class member communications, post notices regarding
7 settlement on the Settlement Administrator's website, remit all tax payments and required documentation
8 to federal and state taxing authorities, implement the process for any uncashed settlement checks, and
9 perform all other duties associated with settlement administration, including, but not limited to, all those
10 specified in this Agreement. Any dispute relating to settlement administration shall, after good-faith
11 efforts by the Parties to resolve the dispute, be referred to Nancy Maisano (or, if not available, anyone else
12 on whom the Parties mutually agree).

13 **5.3. Confidential Data for the Settlement Administrator.** Within 30 calendar days of
14 Preliminary Approval, Defendant will give the Settlement Administrator a confidential class list
15 containing the names, employee ID numbers, last known address and telephone number(s), dates of
16 employment, and number of shifts worked during the Settlement Period for Class Members. Defendant
17 shall also provide, when needed, social security numbers to facilitate the administration of this Agreement.
18 The Settlement Administrator shall keep the class data provided by Defendant strictly confidential and
19 shall use the class data only for the purposes described in this Agreement, and shall return the class data
20 to Defendant or confirm the destruction of same upon completing the work called for by this Agreement.
21 Notwithstanding the foregoing, the Settlement Administrator may provide Class Counsel with a redacted
22 list of potential Individual Settlement Payments, which shall not include Class Member names or
23 addresses, employee ID numbers, or identify any Class Member by name or address.

24 **5.4. Mailing Materials to Class Members.** Within 45 calendar days of Preliminary Approval,
25 the Settlement Administrator shall send the Notice of Settlement to Class Members via First Class U.S.
26 mail, using the last-known mailing address for each Class Member. Any mailing returned as undeliverable
27 shall be sent within five calendar days via First Class U.S. Mail to any available forwarding address. If no
28 forwarding address is available, then the Settlement Administrator shall attempt to determine the correct

1 address by using a computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via
2 First Class U.S. Mail within five calendar days. If no current address is available for a Class Member, then
3 the Notice of Settlement for that Class Member will be deemed undeliverable. Only one re-mailing is
4 required. If a Class Member cannot be located within two attempts at mailing, then the Notice of
5 Settlement for that Class Member will be deemed undeliverable.

6 **5.5. Proof of Mailing.** Within 14 days after the expiration of the Consideration Period, the
7 Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard to
8 the mailing of the Notice of Settlement to Class Counsel and Defense Counsel, which they shall in turn
9 provide to the Court.

10 **6. Responses to Notice of Settlement**

11 **6.1. Consideration Period.** Within the Consideration Period, Class Members may opt out of
12 the proposed class action settlement by submitting a Request for Exclusion (as provided below) or may
13 submit a dispute (as provided for in the Notice of Settlement) or may submit an Objection (as provided
14 below). Except as specifically provided herein, no response postmarked after the Consideration Period
15 shall be considered.

16 **6.2. Requests for Exclusion and Opt Out Rights.** Class Members will have the opportunity
17 to opt out by submitting a Request for Exclusion.

18 **6.2.1. Opt Out Procedure.** Class Members may opt out of the class action
19 settlement by mailing the Settlement Administrator a Request for Exclusion. A Request for Exclusion, to
20 be valid, must be signed and dated by the Class Member, must provide the Class Member's full name (and
21 former names, if applicable), current address, current telephone number, and the last four digits of the
22 Class Member's social security number, and must include an express statement that the Class Member
23 wishes to be excluded from the terms of the class settlement. Any Request for Exclusion that does not
24 include all of the required information or that is not submitted in a timely manner will be deemed
25 ineffective.

26 **6.2.2. Effect of Opting Out.** Any Class Member who opts out of the class
27 settlement may not submit an Objection, shall not receive any Individual Settlement Payment, and shall
28 not be bound by the releases that this Agreement entails. Each Class Member who does not submit a

1 timely, valid Request for Exclusion shall be bound by the releases that this Agreement entails.

2 **6.2.3. Tolerance of Opt-Outs—Defendant’s Right to Withdraw.** If the number
3 of Class Members who opt out by submitting Requests for Exclusion exceeds 15 percent of the total
4 number of Class Members, then Defendant may, in the exercise of its sole discretion, withdraw from this
5 Agreement. Defendant’s right to withdraw expires 15 business days after the Consideration Period.

6 **6.3. Objections.** Unless otherwise provided in this Agreement, only those Class Members who
7 do not submit a Request for Exclusion shall be entitled to object to the terms of the Agreement.

8 **6.3.1. Objection Procedure.** Any Objection must be made using the procedures
9 set forth in the Notice of Settlement, and must contain (1) the Objector’s full name and current mailing
10 address, (2) the last four digits of the Objector’s social security number, (3) the specific reason(s) for the
11 Objection, and (4) all evidence and supporting papers (including, without limitation, all briefs, written
12 evidence, and declarations) for the Court to consider.

13 **6.3.2. Obligations of Individuals Who Object.** Objectors must be available for
14 deposition within 75 miles of the address of the Court if a Party chooses to take their deposition. Any
15 Objector who fails to appear for a duly noticed deposition shall be deemed to have withdrawn the
16 Objection. Objectors can appear at the Final Approval Hearing either in person or through counsel, but
17 must state their intent to do so at the time they submit their Objection. An Objection may be withdrawn at
18 any time.

19 **6.3.3. Waiver of Objections.** Class Members who fail to submit an Objection in
20 the manner specified in the Notice of Settlement shall be deemed to have waived any objection and shall
21 be foreclosed from objecting to this Agreement, whether by appeal or otherwise.

22 **6.4. Proof of Responses.** Within 14 days after the expiration of the Consideration Period, the
23 Settlement Administrator will prepare a declaration to submit to the Court regarding responses to the
24 Notice of Settlement, including such information as any inability to deliver mailings because of invalid
25 addresses, the number of any Requests for Exclusion, and the number of any Objections.

26 **6.5. Binding Effect of Settlement.** Although a Class Member might not timely submit an
27 Objection or a Request for Exclusion because of inability to locate the Class Member’s current address,
28 or for other reasons beyond the Class Member’s control, that Class Member shall nonetheless be bound

1 by this Agreement.

2 **6.6. No Interference with Class Member Responses.** Each of the Parties agrees not to
3 encourage any Class Member to submit an Objection or a Request for Exclusion and agrees not to retaliate
4 against any Class Member for participating in this Agreement.

5 **7. Administration of Settlement Proceeds**

6 **7.1. Funding of Total Settlement Amount.** Defendant shall fund the Total Settlement Amount
7 within fifteen (15) days of the Effective Date. At the time of funding, Defendant will deposit the Total
8 Settlement Amount into the Qualified Settlement Fund.

9 **7.2. Administrative Costs.** Administrative Costs shall not exceed \$26,750.00, which shall be
10 a payment from the Total Settlement Amount. The amount of Administrative Costs is not a material term:
11 if the Court approves a lesser amount, then the other terms of this Agreement shall remain in effect.

12 **7.3. Class Counsel Award.** Class Counsel intend to request—and Defendant agrees not to
13 oppose—a payment from the Total Settlement Amount for (a) attorney’s fees in an amount up to 30% of
14 the Total Settlement Amount and (b) litigation costs actually incurred in representing the interests of the
15 class, supported by adequate documentation, in an amount up to \$20,000.

16 **7.3.1. Approval of Class Counsel Award Not Material.** Approval of the Class
17 Counsel Award is not a material term. If the Court approves only a lesser amount, such reduction in the
18 Class Counsel Award may be appealed, but is not a basis for rendering the Agreement voidable and
19 unenforceable and the other terms of this Agreement shall remain in effect.

20 **7.3.2. Timing of Class Counsel Award.** The Settlement Administrator shall issue
21 the Class Counsel Award by 30 calendar days after the Effective Date. Within 10 calendar days after the
22 Effective Date, Class Counsel shall instruct the Settlement Administrator as to how the Class Counsel
23 Award may be paid. The Settlement Administrator shall issue an appropriate Internal Revenue Service
24 Form 1099 to Class Counsel. Class Counsel shall be solely responsible for paying all applicable taxes on
25 any Class Counsel Award and shall indemnify and hold harmless Defendant from any claim or liability
26 for taxes, penalties, or interest arising as a result of the Class Counsel Award. Plaintiff, Class Counsel,
27 and the Settlement Class waive any additional claim for attorneys’ fees and costs incurred in connection
28 with the Lawsuit.

1 **7.4. Service Award.** Class Counsel intends to request a payment from the Total Settlement
2 Amount for a Service Award for the Class Representative in an amount up to \$10,000, which Defendant
3 agrees not to oppose. Any Service Award would be in addition to the Class Representative's Individual
4 Settlement Payment.

5 **7.4.1. Approval of Service Award Not Material.** Approval of a Service Award
6 is not a material term. If the Court does not approve a Service Award or approves only a lesser amount
7 than that requested, such reduction of a Service Award may be appealed, but is not a basis for rendering
8 the Agreement voidable and unenforceable and the other terms of this Agreement shall remain in effect.

9 **7.4.2. Timing of Service Award.** The Settlement Administrator shall pay any
10 Service Award within 30 calendar days of the Effective Date, and shall issue an IRS Form 1099 to the
11 Class Representative. The Class Representative shall be solely responsible for paying all applicable taxes
12 on any Service Award and shall indemnify and hold harmless Defendant from any claim or liability for
13 taxes, penalties, or interest arising as a result of the Service Award.

14 **7.5. Individual Settlement Payments.** Each Settlement Class Member shall be entitled to an
15 Individual Settlement Payment consisting of a pro rata share of the Net Settlement Amount, calculated as
16 described below. Defendant's records regarding the number of shifts actually worked shall control for
17 purposes of calculation.

18 **7.5.1. Number of Shifts.** Defendant will provide to the Settlement Administrator
19 the total number of shifts that each Settlement Class Member worked for Defendant during the Settlement
20 Period for Class Members and the total number of shifts that all Settlement Class Members worked for
21 Defendant during that period ("Total Settlement Class Member Shifts").

22 **7.5.2. Individual Settlement Payments to Settlement Class Members.** Each
23 Settlement Class Members' Individual Settlement Payment shall be calculated by dividing his or her
24 number of shifts actually worked during the Settlement Period by the Total Settlement Class Member
25 Shifts. This calculation will result in a percentage figure for each Settlement Class Member (the
26 "Percentage Figure"). The Percentage Figure will then be used to determine each Settlement Class
27 Member's portion of the Net Settlement Amount by multiplying the Percentage Figure by the Net
28 Settlement Amount. Otherwise stated, the formula for a Settlement Class Member's Individual Settlement

1 Payment is: (Settlement Class Member’s shifts ÷ Total Settlement Class Member Shifts) x Net Settlement
2 Amount.

3 **7.6. Timing of Individual Settlement Payments.** The Settlement Administrator shall issue
4 Individual Settlement Payments no later than 30 days after the Effective Date.

5 **7.7. Tax Allocation of Individual Settlement Payments.** Each Individual Settlement Payment
6 will be allocated for tax purposes as follows: 50% Form 1099 income for penalties and interest, and 50%
7 Form W-2 income for wages. The Settlement Administrator will make required tax withholdings from
8 each Individual Settlement Payment for the portion allocated to Form W-2 income and will remit the
9 withholding and the employer’s share of payroll taxes to the appropriate federal and state taxing
10 authorities. The Settlement Administrator shall issue any necessary IRS Form 1099 and Form W-2
11 statements to Settlement Class Members for their respective Individual Settlement Payments.

12 **7.7.1. Responsibility for Taxes.** Settlement Class Members shall be solely
13 responsible for paying all taxes due on their respective payments and shall indemnify and hold harmless
14 Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a
15 result of the payments.

16 **7.7.2. Approval of Tax Allocations Not Material.** Approval of the allocations of
17 the payments set forth above is not a material term. If the Court approves a different tax allocation of the
18 payments, then the other terms of this Agreement shall remain in effect.

19 **7.8. Undeliverable or Uncashed Checks.** All individual settlement checks will remain
20 negotiable for 180 days from the date of their mailing. The Settlement Administrator shall notify Class
21 Counsel and Defense Counsel of any undeliverable and uncashed checks. After 180 days from the mailing,
22 the amount of any settlement checks that has not been cashed will be directed by the Settlement
23 Administrator to the State of Washington with the associated name of the Class Member pursuant to
24 Washington’s Unclaimed Property Act (RCW 63.29, *et seq.*).

25 **7.9. Certification of Completion.** Upon fully administering this Agreement, the Settlement
26 Administrator will certify the completion to the Court and counsel for all Parties in a declaration,
27 summarizing the total money paid and the status of any uncashed checks.

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1 **8. Releases**

2 **8.1. Settlement Class Members' Released Claims.** By operation of the Final Approval and
3 Judgment, and except as to rights that this Agreement creates, each Settlement Class Member—and each
4 Settlement Class Member's executors, administrators, representatives, agents, heirs, successors, assigns,
5 trustees, spouses, or guardians—will release each Released Party from all claims and causes of action
6 asserted against Defendant in the Complaint during the Class Period, regardless of theory of recovery,
7 together with all claims for failure to pay Seattle minimum wages in violation of RCW 49.46.020, .120,
8 and SMC 14.19, *et seq.*; failure to compensate for missed meal and rest periods under RCW 49.12 and
9 WAC 296-126-092; failure to pay wages due at established pay periods pursuant to SMC 14.20.020; and
10 claims for exemplary damages, penalties, and interest pursuant to RCW 49.52.050, 070, as well as
11 attorneys' fees and costs, premised on alleged unpaid minimum wages, missed and unpaid meal and rest
12 periods, failure to pay wages due at established pay periods, and any claims under any state, federal, or
13 local law arising from the claims in the Complaint based on the same factual predicates as alleged therein,
14 to the fullest extent permitted by law.

15 **8.2. Additional Release by Class Representative.** In addition to the release given by each
16 Settlement Class Member, the Class Representative generally releases and discharges any and all claims,
17 known or unknown, against each Released Party that exist as of the date of Preliminary Approval. This
18 general release includes claims arising from the Class Representative's relationship with Defendant,
19 including but not limited to any and all claims for unpaid wages and liquidated damages under the
20 Washington Minimum Wage Requirements and Labor Standards Act, Title 49 of the Revised Code of
21 Washington, the Washington Equal Pay Opportunity Act (EPOA), claims for severance pay, vacation pay,
22 sick pay, or other paid leave or paid time off; claims for any benefits under any plan Defendant adopted,
23 maintained, or contributed to for the benefit of its employees, under the Employee Retirement Income
24 Security Act of 1974, as amended, or otherwise, claims for breach of implied or express employment
25 contracts or covenants; breach of covenant of good faith and fair dealing, tortious interference with
26 contract or business relations, defamation, invasion of privacy, wrongful separation; negligent hiring,
27 retention or supervision, public policy violations, fraud, misrepresentation, emotional distress or other
28 common law or tort matters, loss of consortium, defamation, libel, or slander, invasion of privacy,

1 attorney's fees, discrimination, harassment, or retaliation under federal, state or local laws, regulations, or
2 ordinances, and claims based on any federal, state or other statute, regulation or ordinance, including but
3 not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act
4 of 1991, the Equal Pay Act of 1963, the Americans With Disabilities Act, the Rehabilitation Act of 1973,
5 the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Fair Labor Standards
6 Act, the Worker Adjustment and Retraining Notification Act, regulations of the Office of Federal Contract
7 Compliance, the Uniform Services Employment and Reemployment Rights Act (USERRA), the Genetic
8 Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), the
9 Washington Industrial Welfare Act (IWA), the Washington Law Against Discrimination (WLAD), the
10 Washington Family Leave Act (FLA), the Washington Leave Law, the Washington Fair Chance Act
11 (FCA), and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be
12 legally waived and released, and claims for violation of public policy. Notwithstanding the foregoing, this
13 Release by Class Representative does not release any claims that the law does not permit the Class
14 Representative to release.

15 **8.3. No Employment of Class Representative; Neutral Reference.** The Class
16 Representative, who is not currently employed by Defendant, agrees not to apply for or accept
17 employment with Defendant, and agrees that this provision itself is a complete defense to any claim arising
18 out of any denial of any such employment. The Class Representative agrees to direct any and all potential
19 employers to the Defendant's Work Number hotline. Defendant agrees that all requests for employment
20 verifications by the Class Representative's prospective employers will be handled by Defendant's Work
21 Number hotline so long as the prospective employer makes the employment verification inquiry through
22 the Work Number. The Class Representative agrees that she will not otherwise seek any reference from
23 Defendant or any employee or representative of Defendant and agrees that Defendant is not required to
24 provide any other reference.

25 **9. Settlement Approval Procedure**

26 **9.1. Motion for Preliminary Approval.** Plaintiff will obtain a hearing to request preliminary
27 approval of this Agreement, to obtain entry of an order that would (i) conditionally certify a settlement
28 class for settlement purposes only, (ii) grant preliminary approval of this Agreement, (iii) approve a Notice

1 of Settlement, (iv) enjoin Class Members from initiating or prosecuting any claim to be released under
2 this Agreement, unless they first submit a Request for Exclusion, and (v) set a date for a Final Approval
3 hearing.

4 **9.1.1. Contents of Motion.** The motion for preliminary approval shall include the
5 bases for demonstrating that conditional certification of a settlement class is appropriate, and that the
6 settlement amounts are reasonable in light of the facts and law pertaining to the claims alleged. The motion
7 shall be accompanied by a signed declaration by Class Counsel discussing the risks of continued litigation
8 and the decision that this Agreement serves the best interests of class members. No later than five days
9 before filing any motion, Class Counsel agrees to provide Defendant’s counsel with a draft of the motion
10 and further agrees to consider in good faith any comments or revisions from Defendant’s counsel.

11 **9.2. Motion for Final Approval.** Class Counsel will obtain a hearing for a Motion for Final
12 Approval, to obtain an order to (a) approve this Agreement, (b) adjudge its terms to be fair, reasonable,
13 and adequate, (c) recite the Released Claims, (d) direct that the terms of the Agreement be carried out, and
14 (e) retain jurisdiction to oversee enforcement of this Agreement.

15 **9.3. Motion for Class Counsel Award.** In connection with a Motion for Final Approval, Class
16 Counsel may move for approval of an attorneys’ fees and costs award in the amount of (a) up to 30% of
17 the Total Settlement Amount for fees and (b) up to \$20,000 for litigation costs actually incurred in
18 representing the interest of the Class, supported by adequate documentation.

19 **9.4. Motion for Service Award.** In connection with a Motion for Final Approval, Class
20 Counsel may move for approval of a Service Award for the Class Representative in an amount of up to
21 \$10,000.

22 **9.5. Entry of Judgment.** Upon Final Approval, the Parties shall request that the Court (a) enter
23 Judgment in accordance with this Agreement, without further fees or costs, (b) enter an order as to the
24 Class Counsel Award, (c) enter an order as to any Service Award, and (d) enter an order permanently
25 enjoining all members of the Settlement Class from pursuing or seeking to reopen claims that have been
26 released by this Agreement.

27 **9.5.1. Notice of Final Judgment.** Notice of Judgment will be posted on the
28 Settlement Administrator’s website.

1 **9.5.2. Effect of Failure to Obtain Final Judgment.** If the Court fails to enter
2 Judgment in accordance with this Agreement, or if the Judgment is vacated or reversed, then the Action
3 shall proceed and the Parties shall split the Administrative Costs, unless the Parties jointly agree to seek
4 reconsideration or a renegotiated settlement. Defendant retains the right to contest whether any aspect of
5 the Action should be maintained as a class or be certified as a class, and to contest the merits of the claims
6 asserted in the Action.

7 **9.6. Appeal Rights.** Only an Objector has the right to appeal a judgment that is in accord with
8 this Agreement. The Class Representative and Class Counsel hereby waive any right to appeal any
9 judgment, ruling, or order in this Action, including any Final Approval Order and any dismissal of the
10 Action with prejudice. This waiver includes all rights to any post-judgment proceeding and appellate
11 proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and
12 the Judgment therefore will become nonappealable at the time it is entered. Notwithstanding the foregoing,
13 if there is any reduction in the Class Counsel Award or Service Award requested by the Court, such
14 reduction may be appealed as set forth in Sections 7.3.1 and 7.4.1 herein, but such reduction is not a basis
15 for rendering the Settlement voidable and unenforceable. The waiver of appeal does not include any
16 waiver of the right to oppose any appeal or post-judgment proceeding. If an appeal is taken from the
17 Judgment, then the time to consummate this Agreement (including making payments under the
18 Agreement) will be suspended until the appeal is finally resolved.

19 **10. Miscellaneous**

20 **10.1. Execution of this Agreement.**

21 **10.1.1. Parties' Authority.** The signatories hereto represent that they are fully
22 authorized to bind the Parties to all the terms of this Agreement. The Parties agree that Class Members
23 are so numerous that it is impossible or impractical to have each Class Member execute this Agreement.
24 This Agreement may be executed on behalf of Class Members by the Class Representative.

25 **10.1.2. Counterparts.** This Agreement may be executed in counterparts, and all
26 signed and delivered counterparts together may constitute one Agreement binding upon the Parties.

27 **10.1.3. Facsimile or Scanned Signatures.** A Party may sign and deliver this
28 Agreement by signing on the designated signature block and transmitting that signature page via facsimile

1 or as an attachment to an email to counsel for the other Party. Any such signature shall be deemed an
2 original for purposes of this Agreement and shall be binding upon the Party who transmits the signature
3 page.

4 **10.2. Discharge of Obligations.** Defendant shall fully discharge its obligations to Plaintiff and
5 the Settlement Class through the remittance of the Total Settlement Amount to the Qualified Settlement
6 Fund, regardless of whether checks representing Individual Settlement Payments are actually negotiated
7 by Settlement Class Members. Once Defendant has complied with its obligation to fund the Total
8 Settlement Amount, Defendant will be deemed to have satisfied all terms and conditions under this
9 Agreement, shall be entitled to all protections afforded to it under this Agreement, and shall have no
10 further obligations under the terms of the Agreement, regardless of what occurs with respect to the further
11 administration of the Settlement, including any requests to be included in the Settlement Class, challenges
12 to the completeness or accuracy of any Individual Settlement Payment, or issues regarding the
13 completeness or accuracy of the class data.

14 **10.3. Construction.**

15 **10.3.1. Materiality of Terms.** Except as otherwise stated herein, each substantive
16 term of this Agreement is a material term that the Parties have relied upon in making this Agreement. If
17 the Court does not approve any substantive term, or if the Court effects a material change to the
18 Agreement—such as increasing any amount that Defendant must pay—then the entire Agreement will be,
19 at Defendant’s sole discretion, void and unenforceable, and the Parties shall split Administrative Costs.
20 Where this Agreement states that a term is not material, then the Court’s refusal to approve that term
21 leaves all the other terms of the Agreement in effect, and does not give Class Counsel or any Class Member
22 any basis to abrogate this Agreement.

23 **10.3.2. No Construction Against the Author.** Each Party participated in drafting
24 this Agreement, and its terms shall not be construed against any Party by virtue of draftsmanship.

25 **10.3.3. Exhibits Incorporated by Reference.** This Agreement shall include the
26 terms set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

27 **10.3.4. Headings.** The headings within this Agreement appear for convenience of
28 reference only and shall not affect the construction or interpretation of any part of this Agreement.

1 **10.3.5. Invalidity of Any Provision.** Before declaring any provision of this
2 Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent possible
3 so as to render all provisions of this Agreement enforceable.

4 **10.3.6. Parties' Entire Agreement.** This Agreement, with its Definitions, Recitals,
5 and Exhibits, constitutes the entire agreement on its subject matter, and supersedes all prior and
6 contemporaneous negotiations and understandings between the Parties.

7 **10.3.7. Waivers and Modifications to Be in Writing.** No waiver, modification, or
8 amendment of this Agreement shall be valid unless it appears in a writing signed by or on behalf of all
9 Parties, and then shall be valid subject to any required Court approval. Any failure to insist upon the strict
10 performance of any provision shall not be deemed a waiver of future performance of that provision or of
11 any other provision of this Agreement.

12 **10.3.8. Governing Law.** All terms of this Agreement shall be governed by and
13 interpreted according to Washington law.

14 **10.4. Inadmissibility of Settlement Documents.** The Parties agree that this Agreement and all
15 exhibits thereto shall be inadmissible in any proceeding, except a proceeding to approve or enforce this
16 Agreement. This Agreement will operate as a complete defense to—and may be used as the basis for an
17 injunction against—any proceeding attempted in breach of this Agreement.

18 **10.5. No Tax Advice.** Nothing in this Agreement is advice by Class Counsel or Defense Counsel
19 regarding taxes or taxability, and no Party is relying upon Class Counsel or Defense Counsel for such
20 advice. Each Party instead is relying exclusively on the Party's own independent tax counsel in connection
21 with this Agreement.

22 **10.6. No Impact on Employee Benefits.** This Agreement does not affect any right or obligation
23 under any benefits plan. No payment made under this Agreement shall be considered as compensation or
24 hours worked or hours paid for purposes of determining eligibility, vesting, participation, or contributions
25 with respect to any employee benefit plan. For purposes of this Agreement, the term "employee benefit
26 plan" means every "employee benefit plan," as defined in the Employee Retirement and Income Security
27 Act of 1974, 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock
28 option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation,

1 severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan,
2 practice, program, or policy, regardless of whether any such plan is considered an employee benefit plan.

3 **10.7. No Prior Assignments or Undisclosed Liens.** The Class Representative and Class
4 Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any
5 Released Claim or claim to attorneys' fees and costs award to be paid under this Agreement. The Class
6 Representative and Class Counsel further represent and warrant that there are not any liens or claims
7 against any amount that Defendant is to pay under this Agreement. The Class Representative and Class
8 Counsel agree to defend, to indemnify, and to hold Defendant harmless from any liability, losses, claims,
9 damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these
10 representations or from any lien or assignment. Nothing herein is intended to constitute legal advice
11 regarding the taxability of any amount paid pursuant to this Agreement, nor may it be relied upon as such.

12 **10.8. Cooperation of the Parties.** The Parties will comply with the covenants of good faith and
13 fair dealing and otherwise cooperate as follows.

14 **10.8.1. Affirmative Duty to Cooperate.** Each Party, upon the request of another,
15 agrees to perform such acts and to execute and to deliver such documents as are reasonably necessary to
16 carry out this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid
17 unnecessary Administrative Costs.

18 **10.8.2. Language of Settlement Documents.** All documents filed with the Court
19 or sent to Class Members in connection with this Agreement must be approved by all Parties before being
20 filed or sent. Before filing any motion, Class Counsel will consider in good faith any comments by
21 Defendant's counsel.

22 **10.8.3. Refraining from New Proceedings.** The Parties agree to refrain from
23 further litigation (up to and including discovery-related matters) with respect to the Action, except any
24 proceeding needed to enforce this Agreement or obtain Preliminary Approval, Final Approval, or
25 Judgment.

26 **10.8.4. No Solicitation of Objections or Opt Outs.** The Parties represent that they
27 have not solicited, encouraged, or assisted—and will not solicit, encourage, or assist—Objections or
28 Requests for Exclusion.

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SO AGREED:

DATED: 1/25/2023

7-ELEVEN, INC.

DocuSigned by:
Lillian Kirstein
9A51F7FF42944C8...

By: Lillian Kirstein

Its: General Counsel, SVP, and Secretary

DATED: 1/18/2023 | 3:46 PM PST

TANYA SHANAHAN

DocuSigned by:
[Signature]
89979B1D016E4B8...

DATED: 1/18/2023 | 12:33 PM PST

ACKERMANN & TILAJEF, P.C.

By: *[Signature]*
ATTORNEYS FOR PLAINTIFF

DATED: January 25, 2023

SEYFARTH SHAW LLP

By: *[Signature]*
ATTORNEYS FOR DEFENDANT

EXHIBIT A

Shanahan v. 7-Eleven, Inc., Case No. 3:22-cv-05484-BHS-JRC
UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

To: All individuals who worked for Defendant and/or at a corporate owned 7-Eleven location in Washington State as a convenience store employee in a non-managerial and/or non-exempt position at any time from June 3, 2019 through December 31, 2022.

The Honorable _____ of the Western District for the State of Washington has granted preliminary approval of a proposed settlement (“Settlement”) of this action (“Class Action”).

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement. **You have received this notice because 7-Eleven’s records indicate that you are a Class Member and you may be entitled to a settlement payment.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Settlement Class Member and, if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ :00 .m. on _____, 2023 in _____, located at _____. You are not required to attend the Hearing, but you are welcome to do so. The Court may change the Final Approval Hearing date or time without notice.

Summary of the Litigation

Plaintiff Tanya Shanahan, on behalf of herself and other hourly employees who lived in Washington State and who worked for Defendant in Washington State, claims that Defendant violated Washington labor laws as a result of their alleged failure to compensate for missed meal and rest periods.

After the exchange of relevant information and documents, the Parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. After extensive negotiations aided by a highly-respected mediator, the Parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff and the attorneys approved by the Court to represent the class, Ackermann & Tilajef, P.C. and Law Office of Tatiana Hernandez, P.C. (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

7-Eleven denies that it violated the law in any way. It has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, 7-Eleven is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. 7-Eleven has agreed to settle the case as part of a compromise with Plaintiff.

Summary of the Proposed Settlement Terms

Plaintiff and 7-Eleven have agreed to settle the class claims in exchange for a Total Settlement Amount of \$1,150,000. This amount is inclusive of: (1) Individual Settlement Payments to all Settlement Class Members; (2) any Service Award to the

Class Representative; (3) the Class Counsels' Award; and (4) reasonable Administrative Costs, but excludes the employer's share of payroll taxes on any Individual Settlement Payments constituting wages.

After deducting the Service Award, the Class Counsels' Award, the Administrative Costs, a Net Settlement Amount of approximately \$ [REDACTED] will be allocated to Class Members who do not opt out of the settlement ("Settlement Class Members").

Each Settlement Class Member's settlement payment will be based on the number of shifts each Settlement Class Member actually worked in Washington State for Defendants from June 3, 2019 through December 31, 2022. The formula for calculating settlement payments is as follows:

- (a) 7-Eleven will calculate the total number of shifts that each Settlement Class Member worked during the Settlement Period and the total number of shifts that all Settlement Class Members worked during that period ("Total Settlement Class Member Shifts").
- (b) Each Settlement Class Member's share of the Net Settlement Amount shall be calculated by dividing their number of shifts actually worked during the Settlement Period by the Total Settlement Class Member Shifts.

Each Individual Settlement Payment will be reduced by any required legal deductions.

After 180 days from the mailing, the amount of any settlement checks from Individual Settlement Payments that have not been cashed will be sent by the Settlement Administrator to the State of Washington with the associated name of the Class Member(s) pursuant to Washington's Unclaimed Property Act (RCW 63.29, et seq.).

According to 7-Eleven's records, you worked as an hourly employee at one of its locations in Washington State at some point between June 3, 2019 and December 31, 2022 for a total of [REDACTED] shifts. Accordingly, if the Settlement is finally approved, your estimated payment would be approximately \$ [REDACTED]. If you believe the information provided above is incorrect, please promptly contact the Settlement Administrator at [REDACTED]. If you dispute the information stated above, 7-Eleven's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to Settlement Class Members and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Each Individual Settlement Payment will be allocated for tax purposes as follows: 50% Form 1099 income for penalties and interest, and 50% Form W-2 income for wages.

Why is This Being Referred to as a "Class Action"

The Settlement that you are receiving notice about involves a class action. The claims involved in the case and Settlement you are being notified about include Washington law class action claims for failure to compensate for missed meal and rest periods.

If you wish to participate in the class action settlement, which is explained in this Notice and the Settlement Agreement, you do not have to do anything. You will receive money under the class action settlement by doing nothing. If you want to opt out of, or request to be excluded from and not bound by, the class action settlement, then you must submit your intention to opt out of the settlement in the manner and timeframe described in this Notice and in the Settlement Agreement.

Your Options Under the Settlement

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator (at the below address) expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your (i) full name, current mailing address, date, and signature; (ii) the last four digits of your social security number; and (iii) an express statement that you wish to be excluded from the Settlement.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 20____. If you submit a request for exclusion that is not postmarked or faxed by _____, 20____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you do not opt out of the Settlement but then later do not cash your settlement checks, you will be bound by the class action settlement.

Option 3 – Object to the Settlement

If you decide to object to the Settlement because you find any portion of it unfair or unreasonable, including the requested Class Counsel Award or Service Award, you must submit an objection stating why you object to the settlement. Your objection must provide: (i) full name, current mailing address, and signature; (ii) the last four digits of your social security number; and (iii) the specific reason(s) for the Objection, and (iv) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider. The objection must be mailed to the administrator at [administrator’s address].

All objections must be postmarked or faxed no later than _____ 20____. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in _____, located at _____ and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney at your own expense to represent you at the hearing. The Court may change the hearing date or time without notice.

If you choose **Option 1 and do nothing**, and if the Court grants final approval of the Settlement, then you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Washington Released Claims):

All claims and causes of action asserted against Defendant in the Complaint during the Class Period, regardless of theory of recovery, together with all claims for failure to pay Seattle minimum

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

wages in violation of RCW 49.46.020, .120, and SMC 14.19, *et seq.*; failure to compensate for missed meal and rest periods under RCW 49.12 and WAC 296-126-092; failure to pay wages due at established pay periods pursuant to SMC 14.20.020; and claims for exemplary damages, penalties, and interest pursuant to RCW 49.52.050, 070, as well as attorneys' fees and costs, premised on alleged unpaid minimum wages, missed and unpaid meal and rest periods, failure to pay wages due at established pay periods, and any claims under any state, federal, or local law arising from the claims in the Complaint based on the same factual predicates as alleged therein, to the fullest extent permitted by law.

This release applies to any claims arising during the Settlement Period.

If you choose **Option 2 and opt out**, then you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

If you choose **Option 3 and object**, then you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the case. A copy of the Settlement Agreement may be obtained from the Settlement Administrator free of charge. All inquiries by Class Members regarding this Class Notice or the settlement should be directed to the Settlement Administrator or Class Counsel.

[Insert Administrator Information]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, 7-ELEVEN, OR 7-ELEVEN'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-***-***-****