

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered by and between Defendant Arjo, Inc. (“Arjo”), as well as individual Defendant Darrel Wright (collectively, the “Company” or “Defendants”), and the named Plaintiff, Charles Mays (“Plaintiff” or “Mays”), who is acting both individually and in his capacity as the proposed class representative for the proposed settlement class defined herein and in the proposed class action entitled *Charles Mays v. Arjo, Inc, et ano*, King County Superior Court, Case No. 23-2-07913-2 KNT (the “Case”).

II. Class Certification.

Solely for the purposes of this Settlement, Plaintiff and Defendants (hereafter, the “Parties”) agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein.

III. Investigations and Due Diligence.

The Parties have conducted a significant investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have (a) interviewed witnesses; (b) collected and analyzed electronic and paper time records, payroll data, and other information concerning the composition of the Settlement Class, the merits and possible extent of Plaintiff’s claims, and the Company’s defenses; and (c) amply considered and analyzed their respective claims and defenses.

IV. Settlement Negotiations.

All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiff believes are in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

V. The Company’s Denials of Wrongdoing and Non-Admission of Allegations.

The Company has denied and continues to deny each of the claims and contentions alleged by Plaintiff on his own behalf and on behalf of any members of the proposed class alleged by Plaintiff in the Case. The Company has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action as if it were to proceed through litigation instead of settlement. Furthermore, the Company has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession or indication by or against the Company of any fault, wrongdoing, or liability whatsoever. The Company expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then the Company would have continued to vigorously defend

against Plaintiff's claims, including seeking denial of full or partial class certification and a full defense verdict at trial. The Company agrees to this Settlement solely to avoid the burden and expense of further litigation.

VI. Stipulated Settlement and Dismissal

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties' Settlement is finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.

a. **"Effective Date"** means the date when both (1) the Settlement has been finally approved by the Superior Court, and (2) the Superior Court's anticipated order approving the Settlement and dismissing this Case with prejudice (the "Final Judgment") becomes final. For purposes of this subsection, the Superior Court's Final Judgment "becomes final" upon the later of either (a) 31 days following the Superior Court's entry of an order granting final approval of the Settlement; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

b. **"Settlement"** means the settlement reached by the Parties through the negotiation process described in Paragraph IV above.

c. **"Settlement Administrator"** means CPT Group Class Action Administrators, subject to the Superior Court's approval.

d. **"Settlement Class Period"** means the period from April 28, 2020, through the date that the Settlement has been preliminarily approved by the Superior Court.

e. **"Proposed Class"** or **"Proposed Class Members"** means all individuals employed by Arjo in Washington state at any time during the Settlement Class Period in hourly-paid positions.

f. **"Settlement Class"** or **"Settlement Class Members"** means all members of the Proposed Class, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the Superior Court and shall retain the right to pursue any alleged individual claim(s) against the Company in a separate action.

g. The **"Notice of Settlement"** means the form attached hereto as **Exhibit A**.

h. The **"Initial Mailing Date"** is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to all Proposed Class Members.

i. The **"Notice Deadline"** is forty-five (45) days after the Initial Mailing Date.

j. **“Class Counsel”** means Entente Law PLLC, subject to the Superior Court’s approval.

k. **“Class Fund”** means the aggregate, gross amount the Parties propose be paid to the Settlement Class as Settlement Awards pursuant to this Settlement. The Class Fund shall be calculated by subtracting the Court-approved Service Award, Full Release Award, Employer-side payroll taxes related to wage payments, Settlement Administration Expenses Award, and Attorney’s Fees and Costs Award from the Maximum Settlement Amount. Subject to approval by the Superior Court, the Parties anticipate the aggregate gross amount paid to the Settlement Class as part of the Settlement of this Case is estimated to be no less than Fifty-seven Thousand Dollars (\$57,000).

l. **“Settlement Awards”** means the amounts the Parties propose be paid to members of the Settlement Class pursuant to this Agreement.

m. **“Service Award”** means the amount the Parties propose be paid to Plaintiff as a service award in recognition of their efforts in prosecuting the Case. Subject to approval by the Superior Court, the amount paid to Plaintiff Charles Mays for his service award shall be Six Thousand, Five Hundred Dollars (\$6,500).

n. **“Full Release Award”** means the amount the Parties propose to be paid to Plaintiff in exchange for a release of all individual claims, known or unknown, pled or unpled in the Case, including, but not limited to, claims relating to his application for employment, employment, and/or cessation of employment. Subject to approval by the Superior Court, the amount paid to Plaintiff Charles Mays for his full release award shall be Thirty Thousand Dollars (\$30,000).

o. **“Settlement Administration Expenses Award”** means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement. Subject to approval by the Superior Court, the amount paid to the Settlement Administrator for the processing of the Settlement shall be up to Three Thousand Dollars (\$3,000).

p. **“Attorney’s Fees and Costs Award”** means the amounts the Parties propose be paid to Class Counsel as attorney’s fees and costs in connection with their prosecution and settlement of the Case. The proposed award for attorney’s fees is thirty percent (30%) of the Maximum Settlement Amount, or Forty-three Thousand, Five Hundred Dollars (\$43,500). The proposed award for costs incurred by Class Counsel is Two Thousand Dollars (\$2,000). The proposed amounts the Parties propose be paid to Class Counsel as attorney’s fees and costs are subject to approval by the Superior Court.

q. **“Maximum Settlement Amount”** means the maximum amount the Company may be required to pay pursuant to this Settlement, which is the sum of One Hundred Forty-Five Thousand Dollars (\$145,000), including any of the Company’s employer-side share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes. In no event shall the Maximum Settlement Amount exceed the foregoing sum.

r. **“Released Claims”** means any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case. The Released Claims specifically include, but are not limited to, any claims based on: (A) alleged missed or non-compliant meal periods; and (B) alleged missed or non-compliant rest breaks. The Released Claims specifically include, but are not limited to, any claims arising out of or relating to any alleged unpaid hours worked or any missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, and any attendant claims for unpaid wages, overtime payments, premium payments, interest, liquidated damages, exemplary damages, and attorneys’ fees and costs relating to any of the foregoing. The Released Claims specifically include, but are not limited to, violations of the Washington Industrial Welfare Act that were brought or that could have been brought based on any facts alleged in the Case; violations of the Minimum Wage Act that were brought or that could have been brought based on any facts alleged in the Case; and violations of the Wage Rebate Act, that were brought or that could have been brought based on any facts alleged in the Case. Plaintiff’s individual released claims include all individual claims, known or unknown, pled or unpled in the Case, including, but not limited to, claims relating to his application for employment, employment, and/or cessation of employment.

s. **“Released Parties”** as released through the Releases described in Section VI.2., below, includes Darrel Wright and Arjo, Inc., as well as its predecessors, successors, subsidiaries, affiliates, related companies, principals, and insurers (and each of their respective past and present directors, officers, agents, shareholders, members, managers, employees, attorneys, insurers, successors, and assigns).

2. Releases.

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiff Charles Mays and all members of the Settlement Class of all Released Claims.

3. Payment by Arjo

Subject to approval of the Settlement by the Superior Court, Arjo agrees to deposit the Maximum Settlement Amount into a Qualified Settlement Fund (“QSF”) set up by the Settlement Administrator for purposes of processing the Settlement and paying the Service Award, Full Release Award, the Settlement Administration Expenses Award, the Attorney’s Fees and Costs Award, and the Settlement Awards. Arjo will not be responsible for making any additional payments, whether to the Settlement Class Members, to Plaintiff Charles Mays, to Class Counsel, to the Settlement Administrator, or otherwise. By funding the Qualified Settlement Fund, Arjo will fully discharge its financial obligations under this Agreement and shall have no further financial obligations under this Agreement, whether to the Settlement Class Members, to Charles Mays, to Class Counsel, to the Settlement Administrator, or otherwise.

4. Calculation of Settlement Awards.

a. Subject to approval by the Superior Court, the calculations of gross (pre-tax) Settlement Awards for Settlement Class Members will be made by the Settlement Administrator based on records that have been or will be submitted to the Settlement Administrator by Arjo, which records are presumed to be accurate. Arjo has provided or will provide data to the Settlement

Administrator reasonably necessary for the calculation of the Settlement Awards in the form of an Excel spreadsheet (or spreadsheets), which shall contain data for W2 wages for each Settlement Class Member. Arjo shall provide the Excel spreadsheet(s) containing the foregoing data to the Settlement Administrator within thirty (30) days after this Agreement is preliminarily approved by the Superior Court. Any data provided to the Settlement Administrator pursuant to this Agreement shall be used solely for the purposes of administering this Settlement and not for any other purpose. The Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any persons or entities except as required by this Settlement, law or Court order.

b. The Settlement Administrator shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement. Each Settlement Class Member shall receive a minimum settlement payment of Fifty and no/100 Dollars (\$50.00), subject to applicable payroll tax withholdings pursuant to Section VI.4.d. The remaining monies from the Class Fund will be allocated to individual Settlement Class Members pro rata by dividing each Settlement Class Member's total workweeks worked for Arjo in the State of Washington in an hourly-paid position for Arjo during the Settlement Class Period by the total workweeks worked for Arjo in the State of Washington in hourly-paid positions during the Settlement Class Period and then multiplying the resulting ratio by the remaining monies in the Class Fund. Such monies are also subject to applicable payroll tax withholdings pursuant to Section VI.4.d.

c. The Settlement Administrator shall provide the Company and Class Counsel with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members. The Company and Class Counsel shall have ten (10) days after receiving this electronic report to review the Settlement Administrator's gross Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Settlement Administrator. Thereafter, the Parties shall meet and confer within five (5) days in an attempt to resolve any disputes relating to the calculations of the gross amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the gross Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding any disputed calculations of any Settlement Awards for any Settlement Class Members.

d. **Allocation of Settlement Awards Between Wages and Non-Wages.** Fifty Percent (50%) of each Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and these amounts shall be reported to the taxing authorities and the Settlement Class Members on IRS Forms W-2. Fifty Percent (50%) of each Settlement Award will be treated as non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which IRS Forms 1099 (marked "Other Income") shall be issued to the taxing authorities and Eligible Settlement Class Members. Class Members are individually and solely responsible for paying any and all taxes (including FICA or otherwise) which may be due and owing (if any) as a result of the payments of Other Income. Class Members will hold Arjo harmless from any and all actions, claims and demands whatsoever, which may now or hereafter exists, on account of Arjo's payment of the Other Income or not withholding taxes as to the Other Income (including FICA or otherwise) from such amounts and will indemnify Arjo from any and all loss, expense, or penalty, including but not limited to,

attorneys' fees that Arjo may be required to pay or incur as a result of any action, claim, or demand on account of Arjo's payments to Class Members in the amounts set forth in this Agreement or the Company not withholding taxes (including FICA or otherwise from such amount).

5. Attorneys' Fees and Costs Award.

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an Attorney's Fees and Costs Award of no more than thirty percent (30%) of the Maximum Settlement Amount (i.e., Forty-three Thousand, Five Hundred Dollars (\$43,500)), plus up to an additional Two Thousand Dollars (\$2,000) for actual litigation costs.

6. Service Award.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiff shall receive a Service Award, which will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiff. Subject to approval by the Superior Court, the amount paid to Charles Mays for his service award shall be Six Thousand, Five Hundred Dollars (\$6,500).

7. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Proposed Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Class, tracking and responding to any inquiries made by any member of the Proposed Class, reviewing Class Counsel's calculation of the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms W-2 and 1099-MISC), performing all related tax reporting to taxing authorities and to the Company, and issuing the Service Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Class Counsel and Arjo, which data shall be presumed to be correct. In addition to the data described in Section VI.4., above, Arjo shall, within thirty (30) days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Settlement Class: (i) name; (ii) last known address; (iii) last known telephone number (if known and reasonably accessible); (iv) email address (if known and reasonably accessible); and (v) social security number. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential, and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law or Court order.

c. The Settlement Administrator shall also have the responsibility to determine any Proposed Class Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Class Member is a Settlement Class Member). Each Proposed Class Member who does not submit a valid and timely request for exclusion will automatically be a Settlement Class Member and eligible to receive a Settlement Award. Within five (5) days after the Notice Deadline, the Settlement Administrator shall provide the Company and Class Counsel with (1) an electronic report setting forth the names and identities of all Proposed Class Members who submitted a valid and timely Exclusion Form in conformity with this Agreement; (2) an electronic report setting forth the names and identities of all Proposed Class Members who did not submit a valid and timely letter requesting exclusion in conformity with this Agreement ("Exclusion Letter"); (3) copies of all Exclusion Letters returned or received; and (4) copies of all objections returned or received. The Company and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and objections received. The Company and Class Counsel shall have seven (7) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after a submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to the Company and Class Counsel, which results will include the names of all Settlement Class Members and the names of all individuals who opted out of the Settlement.

d. In the event the number of Proposed Class Members who have timely requested exclusion from the Settlement exceeds fifteen percent (15%) of the total number of Proposed Class Members, the Company has the right, in its sole discretion, to terminate or not to terminate the Settlement. If the Company chooses to exercise this right, it shall give written notice to Class Counsel within ten (10) days after receiving the report from the Settlement Administrator required by Section VI.7.c., above.

e. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award of no more than Three Thousand Dollars (\$3,000). The costs, fees and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

8. Notice/Approval of Settlement Class Certification and Settlement Agreement.

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Class, notifying the members of the Proposed Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. Class Counsel shall file a motion with the Superior Court (to be heard on December 8, 2023, or the earliest date thereafter the Superior Court has available) to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Settlement to members of the Proposed Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order certifying the Settlement Class, preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Proposed Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the "Preliminary Approval Order"). Class Counsel shall provide the Company with a draft of the proposed motion for preliminary approval and Preliminary Approval Order for review and comment at least five (5) days before the motion is filed. Plaintiff agrees to consider in good faith all comments of the Company on the draft. The Company will not oppose Plaintiff's motion, so long as the motion for preliminary approval and Preliminary Approval Order are in conformity with this Agreement.

c. Subject to the Superior Court's approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within Twenty-one (21) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement to all Proposed Class Members by mail and email (if available).

(2) The Notice of Settlement shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such a written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Settlement shall also provide that Proposed Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement on or before the Notice Deadline. Proposed Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the Settlement.

(4) The Notice of Settlement shall also advise Settlement Class Members that they need do nothing (other than not affirmatively opt out) in order to receive a Settlement Award.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

e. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable “skip trace” search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Settlement and/or Exclusion Form to a Proposed Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Proposed Class Member’s request for the same.

f. Within the later of twenty one (21) days after the Notice Deadline, or seven days following resolution of challenge as set forth in Section IV.7.c., above, Class Counsel shall file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Proposed Class Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Proposed Class member with copies of their envelopes, and to respond to any objections to the settlement.

g. Subject to the Superior Court’s availability and direction but no sooner than thirty (30) days after the Notice Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel’s Attorneys’ Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award and Full Release Award to the Plaintiff. If the Superior Court finally approves the Settlement, the Parties will promptly and jointly ask the Superior Court to enter a Final Judgment dismissing the Case with prejudice and without an award of attorney’s fees, expenses or costs to any Party except as provided herein.

h. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continued jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

i. Within ten (10) business days after the Effective Date, Arjo shall initiate a transfer of the Maximum Settlement Amount into the QSF. Such payment shall be made by Arjo upon the latter of five (5) business days after the Effective Date. The QSF will hold all funds transferred by Arjo pending the issuance of the Settlement Awards to Settlement Class Members. Until the date that Arjo’s funding of the QSF is due, Arjo shall have sole and complete control over all such funds and shall have no obligation to segregate such funds or to place them in escrow or to otherwise earmark them before the funding deadline.

j. Within three (3) business days after the Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall wire transfer or issue and mail checks for the Service Award, the Settlement Administration Expenses Award, and the Attorney’s Fees and Costs Award to the respective recipients thereof. Within ten (10) business days after the Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall issue and mail the Settlement Award checks. Settlement Award checks for each Settlement Class Member shall include an amount for wages and a separate amount for non-wages (penalties,

enhancements, and prejudgment interest). The Settlement Administrator shall withhold and pay to the appropriate taxing authority(ies), all federal, Washington state, and local withholding taxes from each amount for wages, and shall issue appropriate IRS Forms W-2 for each amount for wages. The non-wages (penalties, enhancements, and prejudgment interest) amount shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked "Other Income") issued by the Settlement Administrator. The Settlement Administrator will also pay all of the required employer share of payroll taxes in connection with issuing the wage checks to Settlement Class Members, including the employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, and local requirements.

k. No later than one hundred sixty (160) days after the Settlement Administrator issues the Settlement Award checks, Class Counsel shall file a Satisfaction of Judgment confirming that the payments required by the Final Judgment have been made and that no further actions are needed to comply with the Final Judgment. This shall terminate the Court's jurisdiction over the Case.

l. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class member, the Company shall instruct the member to contact the Settlement Administrator or Class Counsel. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide Arjo with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by Arjo. If any checks to Settlement Class Members have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent by the Settlement Administrator in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). The Company will not receive funds from any uncashed checks.

m. If the Superior Court does not enter an Order preliminarily or finally approving the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

9. Individual Plaintiff's Settlement of Claims.

a. In consideration of Defendants' agreement to the provisions and payment of the amounts and other consideration set forth in this Agreement, as of the Effective Date, Plaintiff, Charles Mays, (for himself and his personal representatives, heirs and assigns) RELEASES AND FOREVER DISCHARGES the Released Parties from any and all claims (including, but not limited to, claims for attorneys' fees), demands, losses, damages, injuries (whether personal, emotional, or other), agreements, actions, promises, or causes of action (known or unknown) which he now has or may later discover or which may hereafter exist against them, or any of them, in connection with or arising directly or indirectly out of or in any way related to any and all matters, transactions, events or other things occurring prior to the date hereof, including all those arising out of or in connection with his former employment with Arjo or arising out of any events, facts, or circumstances which either preceded, flowed from, or followed the termination of his employment, or which occurred during the course of his employment with Arjo or incidental thereto, and including but not limited to the matters raised in the Case or arising out of any other matter or claim of any kind whatsoever and whether pursuant to common law, statute, ordinance, regulation, or otherwise and including claims of fraud or misrepresentation in the making, negotiation, or execution of this Agreement. Claims or actions released herein include, but are not limited to, those based on allegations of wrongful discharge, breach of contract, or constructive discharge; claims alleging a violation of a right to privacy, including public disclosure of private facts; claims arising under the National Labor Relations Act, the Labor-Management Relations Act, the Family and Medical Leave Act, the Fair Labor Standards Act or the Worker Adjustment and Retraining Notification Act; the Washington Minimum Wage Act; the Industrial Welfare Act, the Washington Paid Family and Medical Leave Act; those alleging discrimination on the basis of race, color, sex, religion, national origin, age, disability, handicap or any other protected status or conduct under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, the Equal Pay Act of 1963, the Americans with Disabilities Act of 1990, the Civil Rights Acts of 1866 and 1991, or the Washington Law Against Discrimination (all as amended) or any other federal, state or local law, ordinance, rule or regulation; and those arising under the Employee Retirement Income Security Act of 1974, as amended (except for qualified retirement or other benefit plans from which Mays is entitled to receive future benefits). Mays agrees and understands that any claims he may have under any legal theory or under the aforementioned statutes or any other federal, state or local law, ordinance, rule or regulation, or common law are effectively waived by this Agreement. Excluded from this Agreement are any claims or rights that cannot be waived by law, including claims that arise after Mays signs this Agreement.

b. In further consideration of Defendants' provisions and payments of the amounts and other consideration set forth in this Agreement, Mays agrees (i) that, except as provided in Section VI.9.c. of this Agreement, he will never institute a legal or equitable action in

any state or federal court or local, state, or federal agency against any of the Released Parties with respect to the matters herein resolved and settled; and (ii) that he will never again apply for employment and hereby waives all future rights to consideration for employment at Arjo and any of its subsidiaries, affiliates, parent companies or other related entities.

c. Notwithstanding any other provision of this Agreement, Mays and Defendants agree that this Agreement is not intended to (i) prevent Mays from filing a charge or complaint with the EEOC; (ii) prevent Mays from participating in any investigation or proceeding conducted by the EEOC; or (iii) establish a condition precedent or other barrier to exercising these rights. While Mays has the right to participate in an investigation, Mays understands that he is waiving his right to any monetary recovery arising from any investigation or pursuit of claims on his behalf. It is further understood and agreed that nothing in this Agreement prohibits Mays from reporting possible violations of local, state, or federal law or regulation to any governmental agency or entity or making other disclosures that are protected under applicable law. Mays understands that he does not need the prior authorization of Defendants to make any such reports or disclosures, and he is not required to notify Defendants regarding any such reports or disclosures.

d. Mays understands that nothing in the Agreement constitutes tax advice from Defendants for Defendants' counsel and that in determining whether to report any amounts paid to him pursuant to this Agreement as ordinary income on his tax returns, Mays should rely upon the advice of his personal tax advisor. In consideration and inducement for the settlement and the payment of the amounts this Agreement, Mays agrees that he will be solely and individually responsible for paying any and all taxes (including FICA or otherwise) which may be due and owing (if any) as a result of the payments of such amount to him. Mays will hold Arjo harmless from any and all actions, claims and demands whatsoever, which may now or hereafter exists, on account of Arjo's payments under this Agreement or not withholding taxes from payments under this Agreement (including FICA or otherwise) from such amounts and will indemnify Arjo from any and all loss, expense, or penalty, including but not limited to, attorneys' fees that Arjo may be required to pay or incur as a result of any action, claim, or demand on account of Arjo's payments to Mays in the amounts set forth in this Agreement or Arjo not withholding taxes (including FICA or otherwise from such amount).

e. Mays represents that (a) he is not enrolled in Medicare, and (b) has not received any treatment from Medicare related to the Charge.

10. No Effect on Employee Benefits.

This Settlement, and any payments made thereunder to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

11. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

c. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the documents it requires (such as the Notice of Settlement and Exclusion Form).

d. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

f. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

g. Plaintiff and the Company believe that this is a fair, reasonable, and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, considering all relevant factors, present and potential.

h. Mays represents that he has read this Agreement; has been advised by Defendants to consult an attorney before he executes this Agreement, has reviewed this Agreement with his attorney; he fully understands each and every provision of this Agreement; and has voluntarily, without coercion or duress, executed this Agreement. Mays acknowledges that in entering into this Agreement in return for the payments of the amounts set forth above, he is giving up possible future administrative and/or legal claims released in this Agreement.

i. Mays acknowledges and agrees that he has had a reasonable period of time to consider this Agreement. Mays also acknowledges that he has consulted with his legal counsel, James Pizl, prior to executing this Agreement.

j. Plaintiff's counsel and/or the Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website may include a copy of this Agreement and any other documents filed with the Superior Court.

k. The parties agree that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

l. This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed an original, and all of which together shall be deemed one and the same instrument. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

IT IS SO AGREED.

Signature page to follow.

**COUNSEL FOR PLAINTIFF
CHARLES MAYS**

ENTENTE LAW PLLC

DocuSigned by:
James B. Pizl
ADB1880915054FF...

James B. Pizl, Principal

Dated: 12/6/2023

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**

DocuSigned by:
Charles Mays
6332A1B9629B433...

**Charles Mays, individually and on
behalf of the Settlement Class**

Dated: 12/6/2023

**COUNSEL FOR DEFENDANTS
ARJO, INC. AND DARREL WRIGHT**

ICE MILLER LLP

DocuSigned by:
CHARLES E. BUSH
ACCAE36892A8499...

Charles Bush, Partner

Dated: 12/8/2023

ARJO, INC.

DocuSigned by:
Chris Dorsey
2460F5143D614BD...

Chris Dorsey, CFO

Dated: 12/6/2023

DARREL WRIGHT

DocuSigned by:
Darrel Wright
EAA8C21F558046D...

Darrel Wright

Dated: 12/6/2023