

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered by and between Defendant, GS Moving Services LLC (“Defendant” or “Eco Movers”), and the named Plaintiffs, Olawalé Adeyemi and Johann Brudi (“Plaintiffs”), who are acting in their capacity as the proposed class representatives for the proposed Settlement Class defined herein and in the proposed class action entitled *Adeyemi, et ano v. GS Moving Services LLC*, King County Superior Court, Case No. 22-2-02879-3 SEA (the “Case”).

II. Class Certification.

Solely for the purposes of this Settlement, Plaintiffs and Eco Movers (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 substantial formal and informal discovery and 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 extensive electronic and paper time records, payroll data, and other information concerning the composition of the Settlement Class and the merits and possible extent of Plaintiffs’ claims and Eco Movers’ defenses; and (c) amply considered and analyzed their respective claims and defenses.**

IV. Settlement Negotiations.

The Parties engaged in settlement negotiations via mediation in March 2023. 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 Plaintiffs believe is 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. Eco Movers’ Denials of Wrongdoing and Non-admission of Allegations.

Eco Movers has denied and continues to deny each of the claims and contentions alleged by Plaintiffs on behalf of any members of the proposed class in the Case. Eco Movers has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action if it were to proceed through litigation instead of settlement. Furthermore, Eco Movers 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 Eco Movers of any fault, wrongdoing, or liability whatsoever. Eco Movers expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then Eco Movers would

have continued to vigorously defend against Plaintiffs' claims, including seeking denial of full or partial class certification and a full defense verdict at trial. Eco Movers 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 that is five (5) calendar days after 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) the expiration of the time for filing an appeal from the Final Judgment or for otherwise seeking appellate review; or (b) if an appeal is timely filed or other appellate review is sought, the date of 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 Settlement Administrators, subject to the Superior Court's approval.

d. **"Settlement Class Period"** means the period from February 21, 2019, through March 15, 2023.

e. **"Proposed Settlement Class" or "Proposed Settlement Class Members"** means all individuals currently or formerly employed by Eco Movers in Washington state and paid hourly at any time during the Settlement Class Period, excluding Eco Movers' officers and members and those employed in positions excluded by RCW 51.12.020.

f. **"Settlement Class" or "Settlement Class Members"** means all Proposed Settlement Class Members, 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 Eco Movers in a separate action.

g. The **"Notice of Class 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 Class Settlement as approved by the Superior Court to all Proposed Settlement Class Members.

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

j. **“Class Counsel”** means Entente Law PLLC and Skidmore and Fomina, 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, 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 Four Hundred, Sixteen Thousand Dollars (\$416,000).

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 Plaintiffs Olawalé Adeyemi and Johann Brudi as a service award in recognition of their efforts in prosecuting the Case. Subject to approval by the Superior Court, the amount paid to Plaintiffs Olawalé Adeyemi and Johann Brudi for their service award shall be Seven Thousand, Five Hundred Dollars (\$7,500) each.

n. **“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 Eighteen Thousand Dollars (\$18,000).

o. **“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 One Hundred, Ninety-Five Thousand Dollars (\$195,000). The proposed award for costs incurred by Class Counsel is Six Thousand Dollars (\$6,000). 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.

p. **“Maximum Settlement Amount”** means the maximum amount Eco Movers may be required to pay pursuant to this Settlement, including Eco Movers’ employer-side share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes, which is the sum of Six Hundred, Fifty Thousand Dollars (\$650,000), plus any interest that may be paid if the Maximum Settlement Amount is not paid in one lump sum. In no event shall the Maximum Settlement Amount exceed the foregoing amounts.

q. **“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 through

March 15, 2023, with respect to any claims based on: (A) alleged missed or non-compliant meal periods and/or Eco Movers' use of an automatic system to record and deduct time for meal periods; (B) alleged missed or non-compliant rest breaks; and (C) an alleged failure to pay for all hours worked, including alleged off-the-clock time and all tips earned. The Released Claims specifically include, but are not limited to, any claims arising out of or relating to any alleged unpaid time, any alleged 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, exemplary damages, and attorneys' fees and costs relating to any of the foregoing.

r. **"Eco Movers"** as used in this Agreement, and as released through the Releases described in Section VI.2., below, includes the named Defendant in the Case, GS Moving Services LLC, as well as its past, current, or future successors and assigns, together with each of their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

2. Releases.

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiffs Olawalé Adeyemi and Johann Brudi and all members of the Settlement Class of all Released Claims (as defined above in Section VI.1.q.).

3. Payment by Eco Movers.

Subject to approval of the Settlement by the Superior Court, Eco Movers 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, the Settlement Administration Expenses Award, the Attorney's Fees and Costs Award, and the Settlement Awards. Payment of \$455,000 of the Maximum Settlement Amount is due fifteen (15) days following the Effective Date, but no sooner than March 15, 2024. The remaining \$195,000 of the Maximum Settlement Amount shall be paid either concurrent with the \$455,000 payment or monthly over no more than twelve (12) months with interest at 8% per annum, compounded monthly, starting thirty (30) days following the \$455,000 payment. Eco Movers will identify appropriate collateral as security for the remaining \$195,000 payment within nine (9) months of March 15, 2023, if the \$195,000 payment will not be made concurrent with the \$455,000 payment. Any interest payments that may be made shall be added to the Class Fund.

Eco Movers will not be responsible for making any additional payments except as expressly set forth below, whether to the Settlement Class Members, to Plaintiffs Olawalé Adeyemi and Johann Brudi, to Class Counsel, to the Settlement Administrator, or otherwise. By funding the QSF with the Maximum Settlement Amount, Eco Movers 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 Plaintiffs Olawalé Adeyemi and Johann Brudi, to Class Counsel, to the Settlement Administrator, or otherwise Eco Movers.

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 of hours worked during the Class Period that will be submitted by Eco Movers, which records are presumed to be accurate. Eco Movers will provide data to the Settlement Administrator within twenty (20) business 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 Class Fund will be allocated to individual Settlement Class Members **pro rata by dividing each Settlement Class Member's total hours worked in the State of Washington for Eco Movers and paid on an hourly basis during the Settlement Class Period by the total aggregate hours worked by all Settlement Class Members in the State of Washington for Eco Movers and paid on an hourly basis during the Settlement Class Period and then multiplying the resulting ratio by the total Class Fund.**

c. The Settlement Administrator shall provide Eco Movers and Class Counsel with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members. Eco Movers and Class Counsel shall have ten (10) business 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 confer within five (5) business 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.** Thirty-Five Percent (35%) 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. Payment of the employee and employer share of the payroll taxes will be taken from the Class Fund. Sixty-Five Percent (65%) 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.

5. Attorney's 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., One Hundred, Ninety-Five Thousand Dollars (\$195,000)), plus up to an additional Six Thousand Dollars (\$6,000) for actual litigation costs.**

6. Service Award.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiffs Olawalé Adeyemi and Johann Brudi shall each receive a separate 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 Plaintiffs. Subject to approval by the Superior Court, the Service Award shall be in the amount of Seven Thousand, Five Hundred Dollars (\$7,500) each.

7. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Class Settlement to the Proposed Settlement Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Settlement Class, tracking and responding to any inquiries made by any member of the Proposed Settlement Class, calculating 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 Eco Movers, 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 Eco Movers, which data shall be presumed to be correct. In addition to the data described in Section VI.4., above, Eco Movers shall, within twenty (20) 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 Proposed Settlement Class: (i) name; (ii) last known address; (iii) last known telephone (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 Settlement Class Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Settlement Class Member is a Settlement Class Member). Each Proposed Settlement 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 Eco Movers and Class Counsel with (1) an electronic report setting forth the names and identities of all Proposed Settlement Class Members who submitted a valid and timely letter requesting exclusion in conformity with this Agreement ("Exclusion Letter"); (2) an electronic report setting forth the names and identities of all Proposed Settlement Class Members who did not submit an Exclusion Letter; (3) copies of all Exclusion Letters returned or received; and (4) copies of all objections returned or received. Eco Movers 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. Eco Movers 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 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 Eco Movers 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 Settlement Class Members who have timely requested exclusion from the Settlement exceeds ten percent (10%) of the total number of Proposed Class Members, Eco Movers has the right, in its sole discretion, to terminate or not to terminate the Settlement. If Eco Movers 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 Eighteen Thousand Dollars (\$18,000.00).** 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 Settlement 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 obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Class Settlement to members of the Proposed Settlement Class.

b. As part of the motion referenced in Section VI.8.a, 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 the Notice of Class Settlement and Notice of Class Settlement to the members of the Proposed Settlement 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 Eco Movers with a draft of the proposed motion for preliminary approval and Preliminary

Approval Order for review and comment at least five (5) court days before the motion is filed. Plaintiffs agree to consider in good faith all comments of Eco Movers on the draft. Eco Movers will not oppose Plaintiffs' motion, so long as the motion for preliminary approval and Preliminary Approval Order are in conformity with this Agreement and any edits proposed by Eco Movers are accepted.

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

(1) Within forty-five (45) 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 Class Settlement and Notice of Class Settlement to the Proposed Settlement Class by mail and email.

(2) The Notice of Class Settlement shall provide that Proposed Settlement 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 written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Class Settlement shall also provide that Proposed Settlement 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 Settlement 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 Class 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 Class Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skiptrace" 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 Class Settlement. If such Notice of Class Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Class Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Class Settlement to a Proposed Settlement 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 (7) days following resolution of challenge as set forth in Section IV.7.c., above, Class Counsel must 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 Attorney's Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiffs.** 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 continuing 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 fifteen days following the Effective Date, but no sooner than March 15, 2024, Eco Movers shall initiate a transfer of \$455,000 of the Maximum Settlement Amount into the QSF. The remaining \$195,000 of the Maximum Settlement Amount shall be paid into the QSF either concurrent with the \$455,000 payment or monthly over no more than twelve (12) months with interest at 8% per annum, compounded monthly, starting thirty (30) days following the \$455,000 payment. Eco Movers will identify appropriate collateral as security for the remaining \$195,000 payment within nine (9) months of March 15, 2023, if the \$195,000 payment will not be made concurrent with the \$455,000 payment. Eco Movers **Any interest payments that may be made shall be added to the Class Fund.** The QSF will hold all funds transferred by Eco Movers pending the issuance of the Settlement Awards to Settlement Class Members. Until the date that Eco Movers' funding of the QSF is due, Eco Movers 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 entire Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall 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 entire Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall provide Eco Movers and Class Counsel with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members. Within ten (10) business days after the process described in Section VI.4.c is completed, 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. Eco MoversThe 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 "skiptrace" 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, Eco Movers 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 Eco Movers 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 Eco Movers. If any checks to Settlement Class Members have not been deposited within one hundred twenty (120) days after distribution, the funds from those checks will sent in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington. Eco Movers 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. No Effect on Employee Benefits.

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

10. 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).

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. Plaintiffs and Eco Movers believe that this is a fair, reasonable and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential.

h. Plaintiffs' 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.

IT IS SO AGREED.

**COUNSEL FOR PLAINTIFFS
OLAWALÉ ADEYEMI AND
JOHANN BRUDI AND PROPOSED
CLASS COUNSEL**

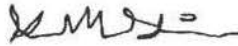
ENTENTE LAW PLLC



James B. Pizl
Counsel for Named Plaintiffs Olawalé
Adeyemi and Johann Brudi and Proposed
Class Counsel

Dated: 09 / 13 / 2023

SKIDMORE FOMINA PLLC



Gregory M. Skidmore
Counsel for Named Plaintiffs Olawalé
Adeyemi and Johann Brudi and Proposed
Class Counsel

Dated: 09 / 11 / 2023

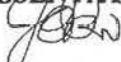
**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**



**Olawalé Adeyemi, on behalf of the Settlement
Class**

Dated: 09 / 12 / 2023

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**

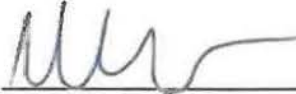


**Johann Brudi, on behalf of the Settlement
Class**

Dated: 09 / 13 / 2023

COUNSEL FOR GS MOVING LLC

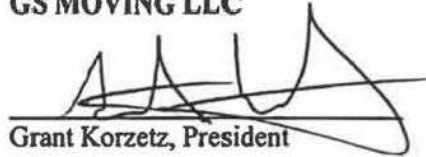
SUMMIT LAW GROUP PLLC



M. Quinn Oppenheim
Counsel for GS MOVING LLC

Dated: August 22, 2023

GS MOVING LLC



Grant Korzetz, President

Dated: 8.22.23