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CONSTANCE R. WHITE
COUNTY CLERK
NO: 22-2-10789-3

The Honorable Susan B. Adams
Hearing Date: July 28, 2023
Hearing Time: 9:00 a.m.

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

WILLIAM D. BROEKER and AMAN
ARMIN, individually and on behalf of all those
similarly situated,

Plaintiffs,

vs.

ROTO-ROOTER SERVICES COMPANY, a
foreign corporation,

Defendant.

No. 22-2-10789-3

DECLARATION OF JAMES B. PIZL IN
SUPPORT OF PLAINTIFFS' MOTION
FOR CONDITIONAL SETTLEMENT
CLASS CERTIFICATION AND
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

I, JAMES B. PIZL, declare under penalty of perjury under the laws of the State of
Washington that the foregoing is true and correct:

1. I am an attorney with Entente Law PLLC ("Entente"), counsel for the Plaintiffs
herein. I make the following statements of personal knowledge.

I. QUALIFICATIONS OF COUNSEL

2. I am a 1993 graduate of Central Washington University with a Bachelor of Science
in Accounting and a 1998 graduate of Seattle University School of Law. I am also a licensed
Certified Public Accountant ("CPA"), a member of the Washington Employment Lawyers
Association ("WELA") and a member of Washington State Association for Justice ("WSAJ").

1 Prior to forming Entente, I worked for and owned several private companies in various industries.
2 My jobs were always in C-Level capacities and almost always had general employment law
3 compliance responsibility.

4 3. I have had considerable experience in complex wage and hour litigation both as
5 corporate counsel of defendant companies and most recently in private practice focusing on
6 representation of employees in individual and class disputes. In addition to representing scores of
7 individual plaintiffs in their disputes through final resolution, I have been previously appointed as
8 lead or co-counsel in dozens of class actions in the state courts of Washington. I have also been
9 engaged as an expert to calculate damages in a number of other class action wage and hour cases.

10 4. I am aware from my involvement with them in this case that Laurence Shapero,
11 Spencer Skeen, and Jesse Ferrantella are experienced in the defense of complex class action wage
12 and hour litigation.

13 II. INVESTIGATION AND SETTLEMENT NEGOTIATIONS

14 5. On behalf of Plaintiff William Broeker, I filed the putative class action complaint
15 in this matter on December 19, 2022, on behalf of all individuals currently or formerly employed
16 by Defendant in Washington state performing plumbing and other services for Defendant's
17 customers and paid on a piecework, commission, and/or other productivity basis. On June 23,
18 2023, I amended the complaint to add Plaintiff Aman Armin as a class representative. They allege
19 that Defendant had violated Washington's Industrial Welfare Act ("IWA"), RCW 49.12,
20 Minimum Wage Act ("MWA"), RCW 49.46, Wage Payment Act ("WPA"), RCW 49.48, and
21 Wage Rebate Act ("WRA"), RCW 49.52, by failing to ensure and provide meal periods and rest
22 breaks in compliance with Washington law.

23 6. Over the months following the filing of this lawsuit, the parties engaged in
24 discovery and in good faith and arm's length settlement discussions between February 2023 and
25 May 2023, including a full day mediation on April 5, 2023, with Lou Peterson, a mediator I know
26

1 to be experienced in the legal issues in this case. Those negotiations resulted in the proposed
2 Settlement Agreement which is attached hereto as **Exhibit 1**.

3 **III. THE PROPOSED CLASS**

4 7. Based on time and payroll and other records produced by Defendant, the proposed
5 Settlement Class consists of approximately 183 individuals:

6 All individuals employed by Defendant in Washington state performing plumbing
7 and other services for Defendant's customers and paid on a piecework, commission,
8 and/or other productivity basis at any time between December 19, 2019, and
9 through the earlier of (a) the date of preliminary approval or (b) August 7, 2023
10 ("Settlement Class Period").

11 8. Defendant provided time and pay records for 35 different individuals and 2,372
12 workweeks, and represented there are 183 putative class members and a total of 20,545
13 workweeks.

14 9. From the data provided, I used the field YTDWK to calculate damages for meal
15 and rest periods. I determined that the amount in field YTPHRW for records having the lowest
16 sequence number (field YTPRTR) and where field YTPDBA=899 was the number of hours
17 worked in the workweek. I also determined that the amount in field YTPHRW where field
18 YTPDBA=900 was the regular rate for that employee and workweek. I applied a 2% factor to meal
19 period violations and a 100% factor to rest period violations based on named Plaintiffs' experience
20 that approximately 98% of the time meal periods were provided and taken and 0% of the time rest
21 periods were compensated for separately and in addition to commissions.

22 10. I calculated potential meal and rest period damages by taking ten minutes per rest
23 period violation calculated and thirty minutes per meal period violation calculated times each
24 individual's regular rate in effect at the time of each possible violation plus an overtime premium
25 in weeks where each individual's hours worked totaled over 40 hours, I also factored in a 50% risk
26 reduction based on the possibility that the Court finds that Plaintiffs executed an arbitration
agreement that precludes class claims, a 40% risk reduction based on the possibility that the Court

1 finds meal and rest breaks need not be paid separately for non-agricultural workers paid on a
2 piecework, commission, and/or other productivity basis, and a 25% risk reduction based on the
3 possibility that the Court denies litigation class certification.

4 11. The Gross Settlement Fund of \$300,000 represents over 98.5% of the total
5 estimated Class damages based on the aforementioned assumptions.

6 12. Individual Settlement Awards to Settlement Class Members will be calculated
7 proportionally based on the total number of workweeks worked by Settlement Class Members, as
8 recorded in Defendant's records for the Settlement Class Period.

9 13. The distribution methodology is designed to allocate the net Settlement Fund to the
10 greatest degree practicable in proportion to the alleged damages suffered by each Settlement Class
11 Member.

12 14. Individual settlement awards will be allocated 50% to wages and 50% to non-wages
13 (penalties, enhancements, and prejudgment interest).

14 **IV. BENEFITS OF THE PROPOSED SETTLEMENT AND**
15 **RISKS OF CONTINUED LITIGATION**

16 15. I believe the proposed Settlement is in the best interests of the Class and Subclass
17 as a whole. I base this recommendation on my experience as Corporate Counsel, Class Counsel,
18 or expert in dozens of class action wage and hour cases. More specifically, as a result of my
19 involvement in and research of previous wage and hour cases, I have developed significant
20 familiarity and experience with the laws governing these claims, the strengths and risks of these
21 cases, and the defense strategies in defending these cases.

22 16. In addition to the general risks of any lawsuit, there are several specific risks in this
23 case that could result in significant reduction or complete denial of recovery to the Class if
24 litigation were to proceed. These include:

- 25 • The Court may find that Plaintiffs executed an arbitration agreement that
26 precludes class claims.

- 1 • The Court might deny litigation class certification on predominance, superiority, or other grounds.
- 2
- 3 • The Court may find meal and rest breaks need not be paid separately for non-agricultural workers paid on a piecework, commission, and/or other productivity basis.
- 4
- 5 • The Court may find more limited damages on Named Plaintiffs' claims than the assumptions underlying the Settlement Agreement.

6 17. In addition, there are risks of intervening changes in governing statutes and regulations, agency interpretations, or case law relating to the Washington's minimum wage and rest break and meal period requirements, and the risk of antipathy to Plaintiffs' claims.

7

8 18. The Settlement avoids these significant, identifiable risks that could preclude, reduce, or delay recovery by all or a large portion of the Settlement Class. Additionally, in the absence of settlement, Plaintiffs would incur significant costs in additional discovery and motions practice, expert fees to further analyze Defendant's payroll and timekeeping data, interview witnesses, and the costs of trial. Finally, the Settlement avoids the potential for additional delays in the outcome of the case, including delays from interlocutory or post-judgment appeals.

9 **V. SETTLEMENT ADMINISTRATION FEES AND EXPENSES**

10 19. I have worked with CPT Group Class Action Administrators on other class action settlements and know them to be competent to effectively administer this settlement. They have provided an estimate of their fees and expenses to do so of \$9,000. At the time of final approval, I will ask the Court to approve a settlement administration fee of no more than \$10,000.

11 **VI. ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE FEE**

12 20. At the time of final approval, I will ask the Court to approve an attorneys' fees' award of \$90,000.00 or 30% of the Settlement Fund, plus actual and projected litigation costs of approximately \$5,000.00.

13

14 21. Subject to the Court's approval, Named Plaintiffs William Broecker and Aman Armin will receive an additional \$7,500 award each from the Settlement Fund for their role in representing the Settlement Class. This incentive payment recognizes, among other things, the

1 substantial benefits obtained for the Settlement Class through their work as class representative,
2 the time devoted in consulting with counsel about the facts of the case and litigation strategy and
3 their attendance, input, and assistance before, during, and after the full-day mediation.

4 22. Subject to approval by the Court, in addition to the class claims, William Broeker
5 and Aman Armin will receive an additional \$7,500 in exchange for a release of all individual
6 claims, known or unknown, pled or unpled in the Case, including, but not limited to, claims relating
7 to their application for employment, employment, and/or cessation of employment. Based on my
8 experience adjudicating similar claims, \$7,500 each is a conservative and reasonable amount to
9 compensate them for their individual claims.

10 DATED at Las Vegas, Nevada this 17th Day of July, 2023.

11
12
13 /s/ James B. Pizl
James B. Pizl, WSBA #28969

Exhibit 1

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is entered by and between Defendant Roto-Rooter Services Company (“Company” or “Defendant”), and the named Plaintiffs William Broeker and Aman Armin (“Plaintiffs”), who are acting both individually and in their capacity as the proposed class representatives for the proposed settlement class defined herein and in the proposed class action entitled *William Broeker, et ano v. Roto-Rooter Services Company*, Pierce County Superior Court, Case No. 22-2-10789-3 (the “Case”). Defendant and Plaintiffs are collectively referred to as the “Parties.”

II. Class Certification.

Solely for the purposes of this Settlement, Plaintiffs and Defendant agree this Case should be certified for the purposes described in this Settlement Agreement and adjudicated as a class action on behalf of the Settlement Class defined herein.

III. Investigations and Due Diligence.

The Parties have conducted significant 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 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 Defendant’s defenses; and (c) amply considered and analyzed their respective claims and defenses.

IV. Settlement Negotiations.

The Parties engaged in settlement negotiations during a full-day mediation session on April 5, 2023, before Lou Peterson, a mediator experienced with mediating class action meal and rest period cases. 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 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. Defendant’s Denials of Wrongdoing and Non-Admissions of Allegations.

Defendant has denied and continues to deny each of the claims and contentions alleged by Plaintiffs on their own behalf and on behalf of any members of the proposed class alleged by Plaintiffs in the Case. Defendant 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, Defendant 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 Defendant of any fault, wrongdoing, or liability whatsoever. Defendant expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, Defendant 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. Defendant 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 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 (i) 31 days calendar following the Superior Court's entry of an order granting final approval of the Settlement; or (ii) 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 and reduced to a CR 2A Agreement.

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

d. **"Settlement Class Period"** means the period from December 19, 2019, through the earlier of (a) the date of preliminary approval or (b) August 7, 2023.

e. **"Proposed Class"** and/or **"Proposed Class Members"** both mean all individuals employed by Defendant in Washington state performing plumbing and other services for Defendant's customers and paid on a piecework, commission, and/or other productivity basis at any time during the Settlement Class Period.

f. **"Settlement Class"** and/or **"Settlement Class Members"** both mean 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 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) calendar 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 Awards, Full Release Awards, 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 will be no less than One Hundred Sixty-Five Thousand Dollars (\$165,000).

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

m. “**Service Awards**” means the amount the Parties propose be paid to Plaintiffs as a service award in recognition of their effort in prosecuting the Case. Subject to approval by the Superior Court, the amount paid to Plaintiffs William Broeker and Aman Armin for their service award shall be Seven Thousand Five Hundred Dollars (\$7,500) each.

n. “**Full Release Awards**” means the amount the Parties propose to be paid to Plaintiffs 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 their application for employment, employment, and/or cessation of employment. Subject to approval by the Superior Court, the amount paid to Plaintiffs William Broeker and Aman Armin full release award shall be Seven Thousand Five Hundred Dollars (\$7,500) each.

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 approximately Ten Thousand Dollars (\$10,000).

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. Subject to approval by the Superior Court, the proposed award for attorney’s fees is thirty percent (30%) of the Maximum Settlement Amount, or Ninety Thousand Dollars (\$90,000). The proposed award for costs incurred by Class Counsel is Five Thousand Dollars (\$5,000).

q. “**Maximum Settlement Amount**” means the maximum amount the Company may be required to pay pursuant to this Settlement, which is the sum of Three Hundred Thousand Dollars (\$300,000), excluding 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 arising out of the facts and circumstances in the operative complaint in the Case. The Released Claims for the Settlement Class specifically include, but are not limited to, (1) any claims for unpaid overtime (including claims for failure to pay overtime at the regular rate of pay); (2) any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks, (3) any claims arising out of or relating to the alleged failure to pay separate and additional compensation for rest periods taken; (4) any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant meal periods; and (5) any attendant claims for unpaid wages, overtime payments, premium payments, interest of any kind, exemplary damages, and attorneys’ fees and costs relating to any of the foregoing. The additional Released Claims for Plaintiffs cover all known and unknown claims arising out of their application for employment, employment, and/or cessation of employment.

s. **“Released Parties”** as released through the Releases described in Section VI.2., below, includes the named Defendant in the Case— Roto-Rooter Services Company—as well as each of its respective (and as applicable) 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, administrators, 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 William Broeker and Aman Armin and all members of the Settlement Class of all Released Claims.

3. Payment by Defendant.

Subject to approval of the Settlement by the Superior Court, Defendant 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 Awards, Full Release Awards, the Settlement Administration Expenses Award, the Attorney’s Fees and Costs Award, and the Settlement Awards. Defendant will not be responsible for making any additional payments except as expressly set forth below, whether to the Settlement Class Members, to Plaintiffs William Broeker and Aman Armin, to Class Counsel, to the Settlement Administrator, or otherwise (with the exception that Defendant agrees to pay the Defendant’s share of employer-side FICA, FUTA, and other similar, mandatory employer-side payroll taxes). By funding the QSF, Defendant will fully discharge their financial obligations under this Agreement and shall have no further financial obligations under this Agreement or related to the Case, whether to the Settlement Class Members, to Plaintiffs William Broeker and Aman Armin, to Class Counsel, to the Settlement Administrator, or otherwise (again with the exception that Defendant agree to pay their share of employer-side FICA, FUTA, and other similar, mandatory employer-side payroll taxes).

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 Defendant, which records are presumed to be accurate. Defendant 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 the Class Members' number of Workweeks worked during the Settlement Class Period. For purposes of this Agreement, a "Workweek" means any week during which a Proposed Class Member worked for Defendant for at least one day during the Settlement Class Period. Defendant shall provide the Excel spreadsheet(s) containing the foregoing data to the Settlement Administrator within thirty (30) calendar 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 reviewing the data provided by Defendant and calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement. The Class Fund will be allocated to individual Settlement Class Members pro rata based on workweeks worked, by (a) dividing the Class Fund by the total number of Workweeks worked by all Settlement Class Members during the Settlement Class Period and (b) multiplying the result by the number of Workweeks worked by each individual Settlement Class Member.

c. The Settlement Administrator shall provide the Defendant and Class Counsel with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members. In this report, Settlement Class Member identifying information (including names, addresses, social security numbers) shall be excluded, and each Settlement Class Member shall be identified by a unique number. The Defendant 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 meet and 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. The Superior Court 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, liquidated/exemplary

damages, 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.

e. **Separate Payment of Employer-Side Payroll Taxes.** Defendant will separately fund the payment of the required employer-share of the payroll taxes associated with the W-2 payments made to Settlement Class Members (including, but not limited to, employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements).

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., apply for 30% of the Maximum Settlement Amount of Three Hundred Thousand Dollars (\$300,000)), plus up to an additional Five Thousand Dollars (\$5,000) for actual litigation costs. The Attorneys' Fees and Costs Award shall be paid out of the Maximum Settlement Amount.

6. Service Awards.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiffs William Broeker and Aman Armin shall receive Service Awards, 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 amount paid to Plaintiffs William Broeker and Aman Armin for their service award shall be Seven Thousand Five Hundred Dollars (\$7,500) each. The Service Awards shall be paid out of the Maximum Settlement Amount.

7. Full Release Awards.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above and service awards, Plaintiffs William Broeker and Aman Armin shall receive Full Release Awards, 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 amount paid to Plaintiffs William Broeker and Aman Armin for their full release award shall be Seven Thousand Five Hundred Dollars (\$7,500) each. The Full Release Awards shall be paid out of the Maximum Settlement Amount.

8. 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, calculating the Settlement Awards based on the data provided by Defendant, 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 Defendant, and issuing the Service Awards, Full Release Awards, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award.

b. The Settlement Administrator shall perform the foregoing duties based on data provided by Class Counsel and Defendant, which data shall be presumed to be correct. In addition to the data described in Section VI.4. above, Defendant shall, within thirty (30) calendar 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); and (iv) unredacted 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 transmitted by a fully encrypted secured sharefile link, 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. 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) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant and Class Counsel with (1) an electronic report setting forth the names (without other identifying information) of all Proposed Class Members who submitted a valid and timely Exclusion Form in conformity with this Agreement ("Exclusion Letter"); (2) copies of all Exclusion Letters returned or received (with identifying information other than names redacted); and (3) copies of all objections returned or received. Defendant and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator regarding requests for exclusion and objections 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. Defendant and Class Counsel shall have seven (7) business days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter, objection, and/or eligibility determination regarding the same in writing directed to the Settlement Administrator. Within five (5) business 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, validity of the objections, and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters, validity of the objections, and/or eligibility determinations regarding the same, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject eligibility determinations. Thereafter, the Settlement Administrator shall provide the final report to Defendant and Class Counsel, which results will include 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 5% of the total number of Proposed Class Members, Defendant has the right, in its sole discretion, to terminate the Settlement. If Defendant choose to exercise this right, it shall give written notice to Class Counsel within seven (7) business

days after receiving the report from the Settlement Administrator required by Section VI.8.c., above.

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 approximately Ten Thousand Dollars (\$10,000). 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. The Settlement Administration Expenses Award shall be paid out of the Maximum Settlement Amount.

9. 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. After execution of this Settlement, Class Counsel shall file a motion with the Superior Court (to be heard on July 21, 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 Defendant with a draft of the proposed motion for preliminary approval and Preliminary Approval Order for review and comment at least five (5) business days before the motion is filed. Plaintiffs agree to consider in good faith all comments of Defendant on the draft. Defendant will not oppose Plaintiffs' 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 thirty (30) calendar 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 regular mail and email.

(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 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 to 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) calendar days after the Notice Deadline, or seven (7) calendar days following resolution of challenge as set forth in Section IV.8.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) business 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 to 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, Defendant shall initiate a transfer of the Maximum Settlement Amount into the QSF. The Company shall also transfer into the QSF an amount equal to the estimated employer share of the payroll taxes required on the W-2 payments made to Settlement Class Members (including employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements) as estimated by the Settlement Administrator. Such payment shall be made by Defendant upon the latter of five (5) business days after the Effective Date or within five (5) business days after the Settlement Administrator provides its estimate of the employer-side payroll taxes to the Company. Thereafter, if there is any dispute relating to the amount needed for the employer share of required payroll taxes, the Parties and Settlement Administrator shall confer within five (5) business days in an attempt to resolve this dispute. In the event they are unable to reach resolution of any such dispute, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the amount required for the employer share of payroll taxes. The QSF will hold all funds transferred by Defendant pending the issuance of the Settlement Awards to Settlement Class Members. Until the date that Defendant's funding of the QSF is due, Defendant 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 Awards, Full Release Awards, 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, exemplary/liquidated damages, 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. Using the funds transferred into the QSF by Defendant for the employer share of the payroll taxes required on the W-2 payments, 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) calendar 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) business days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class member about the Settlement Award after Notice has been sent, Defendant shall encourage the member to contact the Settlement Administrator or Class Counsel. The Company is not precluded from communicating with their current employees that are Class members about the settlement, provided the Company encourages employees not to opt out of the settlement. No later than one hundred twenty (120) calendar 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 the Company 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 The Company. 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.

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 the 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. Plaintiffs and the Company 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. 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, the Notice of Settlement, and any other documents filed with the Superior Court. The website should not include any other discussion about the case other than referring to these documents. The notice website shall be made available (for review and comment) to Defendant and Class Counsel 5 business days in advance of making it available to the public.

i. 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.

j. 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 PLAINTIFFS
AND PROPOSED CLASS
COUNSEL**

ENTENTE LAW PLLC

DocuSigned by:
James B. Pizl
ADB4880915054FF...

James B. Pizl, WSBA #28969
Justin O. Abbasi, WSBA #53582
Ari M. Robbins Greene, WSBA #54201

Dated: 7/3/2023

**PLAINTIFFS AND PROPOSED CLASS
REPRESENTATIVES**

DocuSigned by:
William D Broeker
6B2C4156B6E5470...

William Broeker, individually and on
behalf of the Settlement Class

Dated: 7/2/2023

DocuSigned by:
Aman Armin
7CC6C5A4ED9D499...

Aman Armin, individually and on
behalf of the Settlement Class

Dated: 7/2/2023

**COUNSEL FOR DEFENDANT ROTO-
ROOTER SERVICES COMPANY**

OGLETREE DEAKINS, P.C.

Laurence Shapero

Laurence Shapero, WSBA #31301
Spencer Skeen, Admitted Pro Hac Vice
Jesse Ferrantella, Admitted Pro Hac Vice

Dated: _____

**DEFENDANT ROTO-ROOTER SERVICES
COMPANY**

By _____

Dated: _____

**COUNSEL FOR PLAINTIFFS
AND PROPOSED CLASS
COUNSEL
ENTENTE LAW PLLC**

James B. Pizl, WSBA #28969
Justin O. Abbasi, WSBA #53582
Ari M. Robbins Greene, WSBA #54201

Dated: _____

**PLAINTIFFS AND PROPOSED CLASS
REPRESENTATIVES**

William Broeker, individually and on
behalf of the Settlement Class

Dated: _____

Aman Armin, individually and on
behalf of the Settlement Class

Dated: _____


**COUNSEL FOR DEFENDANT ROTO-
ROOTER SERVICES COMPANY**

OGLETREE DEAKINS, P.C.

Laurence Shapero, WSBA #31301
Spencer Skeen, Admitted Pro Hac Vice
Jesse Ferrantella, Admitted Pro Hac Vice

Dated: _____

**DEFENDANT ROTO-ROOTER SERVICES
COMPANY**



By Brian C. Judkins

Dated: 7/10/23

**EXHIBIT A
NOTICE OF
SETTLEMENT**

**SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY**

*William Broeker, et ano. v. Roto-Rooter Services Company,
Pierce County Superior Court, Case No. 22-2-10789-3*

— NOTICE OF SETTLEMENT —

A court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or not. Please read this notice carefully.

TO: All individuals who, at any time between December 19, 2019, and [DATE], were employed by Roto-Rooter Services Company in Washington state performing plumbing and other services to Roto Rooter’s customers and paid on a piecework, commission, and/or other productivity basis.

- Two former employees (“Plaintiffs”) brought claims against Roto-Rooter Services Company (the “Company”) and its owners alleging that the Company failed to provide compliant meal and rest periods, and failed to properly compensate for overtime wages under Washington law. The Company strongly denies these claims. The parties have reached a proposed Class Action Settlement.
- The Company strongly denies any fault, wrongdoing, or liability. If the Parties had not reached a Settlement, the Company would have continued to vigorously defend against Plaintiffs’ claims, including seeking a denial of class certification and a full defense verdict at trial. The Company agreed to this Settlement to avoid the risk, burden, and expense of further litigation, and as a means of making its employees whole for even any arguable claims relating to the lawsuit.
- The Class Action Settlement includes a total maximum settlement payment by the Company of \$300,000.
- To qualify for a share of this payment, you must have been employed by the Company and/or its affiliates or subsidiaries performing plumbing and other services and paid on piecework, commission, and/or other productivity basis in the State of Washington at any time between December 19, 2019, and [DATE], and have not excluded yourself from the Class Action Settlement.
- **You do not have to do anything to be eligible to receive a share of the settlement payment.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be eligible to get a payment for your share of the Class Action Settlement. (You may need to provide the Settlement Administrator with any updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.
ASK TO BE EXCLUDED	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against The Company with respect to the legal claims in this Case.
OBJECT	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Case still has to decide whether to finally approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved. Please be patient.

1. Why did I get this Notice?

The Company's records show that you were employed by the Company and/or its affiliates or subsidiaries performing plumbing and other services and paid on a piecework, commission, and/or other productivity basis paid position in the State of Washington sometime between December 19, 2019, and [DATE]. The Court has allowed this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who do not affirmatively request to be excluded from the Settlement.

This Notice explains the Case, the Class Action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Case about?

The Plaintiffs, former employees William Broeker and Aman Armin, claim that the Company violated Washington State wage and hour laws by enforcing an unlawful compensation plan that fails to compensate for all hours worked, failing to provide meal and rest periods in compliance with Washington law, and failing to pay overtime and other wages. The Company has denied and continues to deny Plaintiffs' claims.

The Superior Court for the State of Washington in and for Pierce County, is overseeing this Class Action. The lawsuit is known as *Broeker v. Roto-Rooter Services Company*, Pierce County Superior Court, Case No. 22-2-10789-3 (the “Case”).

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called a “Class Representative” sues on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The employee(s) who sued, and who represent(s) the Class, is/are called the Plaintiff(s).

The person the Plaintiff(s) sue(s) (in this case, the Company) is/are called the Defendant(s). In a class action, one court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Company. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representative and her attorneys think the Settlement is best for everyone in the Class.

5. How do I know whether I am part of the Settlement?

As part of the Settlement of the Case, the Pierce County Superior Court has decided that everyone who fits the following description is a Class Member:

All individuals employed by Defendant in Washington state performing plumbing and other services for Defendant’s customers and paid on a piecework, commission, and/or other productivity basis at any time from December 19, 2019, through [DATE].

If it is approved, the Settlement will cover all Settlement Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members need do nothing (other than refrain from affirmatively opting out of the Settlement).

6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims, whether known or unknown, Settlement Class Members brought or could have brought against the Company arising out of the facts and circumstances in the operative complaint. The Released Claims specifically include, but are not limited to: (1) any claims for unpaid overtime (including claims for failure to pay overtime at the regular rate of pay); (2) any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks, (3) any claims arising out of or relating to the alleged failure to pay separate and additional compensation for rest periods taken; (4) any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely,

unpaid, and/or non-compliant meal periods; and (5) any attendant claims for unpaid wages, overtime payments, premium payments, interest of any kind, exemplary damages, and attorneys' fees and costs relating to any of the foregoing (collectively, the "Released Claims").

7. What are the basic terms of the Settlement?

Subject to Court approval, the essential terms of the Settlement are as follows:

The Company will pay a total of **\$300,000** as part of the Settlement, apportioned as follows:

- **Class Fund:** The Company will pay **\$165,000**, which will be available for the payment of Settlement Awards to Settlement Class Members who do not timely opt out of this Settlement.
- **Service Awards:** The Company will pay up to **\$7,500** to each of the Plaintiffs William Broeker and Aman Armin as a service award in recognition of their efforts in prosecuting the Case.
- **Full Release Awards:** The Company will pay up to **\$7,500** to each of the Plaintiffs William Broeker and Aman Armin in exchange for a release of their known and unknown individual claims against the Company as well as any and all claims arising out of their application for employment, employment and/or cessation of employment with The Company.
- **Settlement Administration Expenses Award:** The Company will pay approximately **\$10,000** to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice to Settlement Class Members, handling the claims administration process, processing payments to Settlement Class Members, and handling tax reporting requirements.
- **Attorney's Fees and Costs Award:** The Company will pay up to **\$90,000** (30% of the total Maximum Settlement Amount) to Plaintiffs' attorneys for the attorney's fees award and up to **\$5,000** for actual litigation costs they have incurred and will incur through final judgment in representing Plaintiffs and the Settlement Class.

Monetary Relief: The amount available to the Settlement Class is intended to compensate Settlement Class Members for the wages and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Class fund will be allocated to individual Settlement Class Members pro rata based on workweeks worked, by (a) dividing the Class Fund by the total number of Workweeks worked by all Settlement Class Members during the Settlement Class Period and (b) multiplying the result by the number of Workweeks worked by each individual Settlement Class Member. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been negotiated within one hundred twenty (120) calendar days after distribution, the funds from those checks will be sent 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.

Tax Treatment of Settlement Awards: Fifty Percent (50%) of each Settlement Class Member’s settlement award will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the Settlement Class Member on an IRS Form W-2. Fifty Percent (50%) of each Settlement Class Member’s settlement award will be treated as non-wages (a combination of penalties, enhancements, liquidated/exemplary damages, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099-MISC (marked “Other Income”) shall be issued to the taxing authorities and the Settlement Class Member. In addition to its contribution to the Settlement Fund described above, The Company is also paying all required employer-paid taxes incurred as part of the Settlement. The Company’s payment of these employer-paid taxes will not decrease the funds available to Settlement Class Members.

Release of Claims: Upon final approval by the Court, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement will irrevocably release all of the Released Claims against the Company relating to the period from December 19, 2019, through and including [DATE]. This Release specifically includes any and all claims, whether known or unknown, that were brought or that could have been brought arising out of the facts and circumstances in the operative complaint in the Case. The Released Claims include, but are not limited to, (1) any claims for unpaid overtime (including claims for failure to pay overtime at the regular rate of pay); (2) any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks, (3) any claims arising out of or relating to the alleged failure to pay separate and additional compensation for rest periods taken; (4) any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant meal periods; and (5) any attendant claims for unpaid wages, overtime payments, premium payments, interest of any kind, exemplary damages, and attorneys’ fees and costs relating to any of the foregoing. This Release requires you to waive and precludes you from bringing any Released Claims against Defendant Roto-Rooter Services Company, as well as each of their respective (and as applicable) 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, administrators, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the Released Claims (the “Released Parties”).

Dismissal of Action: Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice but shall retain jurisdiction to enforce the terms of the settlement.

8. How can I get a payment?

To get a payment, you don’t need to do anything. As long as you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and will be entitled to payment.

9. When would I get my payment?

The Court will hold a hearing on [HEARING DATE] to decide whether to finally approve the settlement. If the Pierce County Superior Court judge approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if

there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal’s progress will be made available at [WEBSITE]. If there is no appeal, we expect payments will go out within approximately sixty (60) days of the Court’s final approval of the Settlement. Please be patient.

10. Do I have a lawyer in this case?

The Court has decided that James B. Pizl and the lawyers from the law firm of Entente Law PLLC are qualified to represent you and all Settlement Class Members. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorney’s fees in the amount of \$90,000, and their litigation costs in an amount of up to \$5,000, each of which must be approved by the Court as part of the final approval of this Settlement. Class Counsel has been working on this case since approximately December 2022, and has not received any fees or reimbursements for the costs of the lawsuit.

12. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by [NOTICE DEADLINE]. You may be excluded as a member of the class by submitting a written request stating, “I request that I be excluded from the Class in the case *Broeker v. Roto-Rooter Services Company*” The request must include your name, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [NOTICE DEADLINE]:

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above. This means you will retain the right at your own expense to pursue any claims you may have against the Company.

13. If I don’t like the Settlement, how do I tell the Court?

If you are a Settlement Class Member, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you can object. You must do so in writing, and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (*Broeker, et ano v. Roto-Rooter Services Company*, Pierce County Superior Court, Case No. 22-2-10789-3), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than [OBJECTION DEADLINE]:**

14. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at [HEARING TIME] on [HEARING DATE], before Judge Susan Adams at Pierce County Superior Court, Department 11, 930 Tacoma Ave S, Rm 334 Tacoma, WA 98402.

If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing (see Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel’s request for attorney’s fees, costs, Settlement Administration Expenses, and the Service Awards and Full Release Awards for the named Plaintiffs. We do not know how long that decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your “Notice of Intention to Appear in *Broeker, et ano v. Roto-Rooter Services Company*, Pierce County Superior Court, Case No. 22-2-10789-3.” Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE DEADLINE]**, and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Susan Adams Pierce County Superior Court Department 11 930 Tacoma Ave S, Rm 334 Tacoma, WA 98402	James B. Pizl Entente Law PLLC 315 39 th Ave SW, Suite 14 Puyallup, WA 98373	Laurence Shapero Spencer C. Skeen Jesse C. Ferrantella Ogletree Deakins, P.C. 4660 La Jolla Village Dr. Ste 900 San Diego, CA 92122

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above.

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website [WEBSITE], which has a copy of the Settlement Agreement posted. Plaintiffs' motion for final approval of the settlement agreement, including Class Counsel's request for attorney's fees, costs, Settlement Administration Expenses, and a Service Award for the named Plaintiffs will be available for you to review on [DATE] at [WEBSITE URL].