

SUPERIOR COURT OF THE STATE OF WASHINGTON, IN AND FOR THE COUNTY OF KING

NOTICE OF CLASS ACTION SETTLEMENT

Read this notice carefully. Your legal rights could be affected whether you act or do not act. You are eligible for a payment of at least \$317.85 from a class action settlement relating to your application for employment with Defendant Potbelly Sandwich Works, LLC

To receive your settlement payment, you must complete the enclosed Claim Form and return it by mail by August 4, 2025. You may also obtain a Claim Form at <https://ilymgroup.com/PotbellySandwich>.

A Washington State Superior Court authorized this Notice. You are not being sued. This is not a solicitation from an attorney.

- Applicant for employment, Iarjamanni Jones (“Plaintiff” or “Class Representative”), filed a lawsuit against Potbelly Sandwich Works, LLC (“Defendant” and together with Plaintiff, the “Parties”) on behalf of herself and a putative class of applicants. The lawsuit, *Jones, et al. v. Potbelly Sandwich Works, LLC, et al.*,” is currently pending in King County Superior Court, Case No. 24-2-12991-0 SEA (the “Lawsuit. Plaintiff claims in the Lawsuit that Defendant’s job postings for open positions in Washington did not disclose the wage scale or salary range and/or general description of all of the benefits and other compensation being offered in violation of the pay transparency provisions of the Washington Equal Pay and Opportunities Act, RCW 49.58.110. Defendant disputes Plaintiff’s claims and contends it has not violated any law and Plaintiff’s claims are without merit.
- The Court has not made any determinations regarding the merits of Plaintiff’s claims, and it has not decided whether Defendant violated the law.
- The Parties to the Lawsuit have reached a proposed Class Action Settlement. The Proposed Class Action Settlement includes a minimum payment of \$1,688,940 (“Minimum Settlement Fund”) and a maximum payment of \$2,706,000 (“Maximum Settlement Fund”) by Defendant depending on the number of timely, valid, and complete claims submitted. On May 7, 2025, the Court issued an order preliminarily approving the Settlement and authorizing the Settlement Administrator CPT Group, Inc. (“Settlement Administrator”) to issue this Notice and Claim Form.
- You are receiving this Notice because Defendant’s records indicate you may be eligible to participate in the proposed Class Action Settlement as a member of the Settlement Class. “Settlement Class Members” include “Plaintiff and all individuals who, from January 1, 2023 through November 13, 2023 (the “Settlement Class Period”), applied for a job opening in the State of Washington with Defendant Potbelly Sandwich Works, LLC, where the job posting did not disclose the wage scale or salary range and/or a general description of benefits or other compensation for the position.”
- The Court still has to decide whether to finally approve the Settlement. No settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes completely final.
- If the Settlement receives final approval and the judgment becomes final, you are eligible for a payment of at least \$317.85 but only if you submit a valid and timely Claim Form via the mail.
- Read this Notice carefully. Your legal rights are affected regardless of whether you act or not. For complete details regarding the Settlement, please see the Settlement Agreement, the terms of which control, available at <https://ilymgroup.com/PotbellySandwich>.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim and Receive a Payment from the Settlement	<p>This is the <u>only</u> way you can be eligible to receive a monetary payment from this Settlement. The deadline to submit a Claim Form is August 4, 2025.</p> <p>A Claim Form is being provided to you along with this Notice. You can complete the Claim Form and mail it to the Settlement Administrator by August 4, 2025, to submit a valid and timely claim.</p>
Exclude Yourself from the Settlement	<p>If you request to be excluded, you will no longer be in the Settlement Class and will not receive a settlement payment. This is the only option that allows you to keep any right to sue Defendant about the same legal claims in this Lawsuit. The deadline to request exclusion from the Settlement is August 4, 2025.</p>

Objection to the Settlement	Write to the Court explaining why you do not agree with the Settlement. You must not exclude yourself from the Settlement if you wish to object. The deadline to object is August 4, 2025.
Attend the Final Approval Hearing	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on October 10, 2025, at 9:00 A.M.
Do Nothing	If you do nothing, you will remain in the Settlement Class, but will forfeit the opportunity to receive any compensation and give up any right to sue Defendant and certain parties related to Defendant about the claims that have been or could have been asserted in this Lawsuit.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed class action settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. If the settlement is finally approved and the judgment becomes final, you may be eligible to receive a cash payment as part of the settlement. This Notice explains the Lawsuit, the Class Action Settlement Agreement (“Settlement Agreement”), and your legal rights.

Judge Averil Rothrock of King County Superior Court is overseeing this putative class action Lawsuit. The case (or Lawsuit) is titled *Jones, et al. v. Potbelly Sandwich Works, LLC, et al.* Case No. 24-2-12991-0 SEA.

Iarjamanni Jones is the Plaintiff and Class Representative. The company she sued, Potbelly Sandwich Works, LLC, is a Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who assert they have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

3. What is this lawsuit about?

Plaintiff claims that Defendant violated Washington law, RCW 49.58.110, by not disclosing the wage scale or salary range being offered in job postings for open positions.

Defendant denies that it is or can be held liable to Plaintiff or the Settlement Class in any way. More information about the Lawsuit can be found in the “Court Documents” section of the Settlement Website at <https://ilymgroup.com/PotbellySandwich>.

4. Why is there a settlement?

The Court has not decided who should win this case. Instead, both sides agreed to settle. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members can get compensation now rather than years later—if ever. The Plaintiff and Class Counsel, attorneys for the Settlement Class Members, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by Defendant.

5. How do I know if I am in the Settlement Class?

Defendant’s records show you submitted an application for a job opening in Washington state with Defendant between January 1, 2023 and November 13, 2023 (the “Settlement Class Period”) where the job posting allegedly did not disclose the wage scale or salary range and/or a general description of benefits or other compensation for the position. If you are still not sure whether you are included, you can review your records or contact the Settlement Administrator by calling tollfree at (888) 250-6810, emailing info@ilymgroup.com, or by visiting the Settlement Website at <https://ilymgroup.com/PotbellySandwich>.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

All Settlement Class Members who submit a timely, valid Claim Form, by mail, are eligible to receive an equal share of the Settlement Fund. Your estimated payment amount is \$317.85, but it could be, up to \$5,000, depending on how many Settlement Members submit a timely, valid, and complete Claim Form.

Settlement payments will be characterized as non-wage damages and interest and reported on a Form 1099-Misc.

7. How do I receive a payment?

To qualify for a settlement payment, you must complete the enclosed Claim Form in full and submit it by mail, **postmarked on or before August 4, 2025**, to:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Claims will be subject to a verification process. **All mailed Claim Forms must be postmarked on or before August 4, 2025.**

To ensure you receive your payment, you must contact the Settlement Administrator if your address or phone number changes at any time. The Settlement Administrator may be contacted at:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

8. When will I get my payments?

The hearing to consider the fairness of the Settlement is scheduled for October 10, 2025, at 9:00 A.M. If the Court approves the Settlement, eligible Settlement Class Members who submitted a timely, valid Claim Form will be mailed a check after the Settlement becomes completely final. Please be patient. All checks will expire and become void 181 days after the date of issuance.

9. Will Defendant retaliate against me if I participate in the Settlement?

No. Defendant supports the Settlement and will not retaliate in any way against any Settlement Class Member for participating in the Settlement. Your decision to participate, not participate, or object to the Settlement will not affect any application for employment with Defendant or Defendant's treatment of you as a current or former employee.

THE ATTORNEYS REPRESENTING YOU

10. Do I have an attorney in this case?

Yes, the Court appointed Craig J. Ackermann, Avi Kreitenberg, and Brian Denlinger of Ackermann & Tilajef, P.C. as Class Counsel to represent the Settlement Class. Their contact information is:

Craig J. Ackermann
Avi Kreitenberg
Brian Denlinger
ACKERMANN & TILAJEF, P.C.
2602 North Proctor Street, Suite 205
Tacoma, WA 98406
Phone: (253) 625-7720

Should I get my own attorney? You don't need to hire your own attorney because Class Counsel are working on your behalf. These attorneys and their firm are experienced in handling similar cases. You will not be charged for these attorneys. You can ask your own attorney to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

11. How will Class Counsel and the Class Representatives be paid?

Class Counsel will ask the Court to approve, and Defendant agrees not to oppose, an award of attorneys' fees in the amount up to \$811,800 and litigation costs in the amount up to \$10,000, to be paid from the Settlement Fund. Class Counsel will also request a service award for the Plaintiff in the amount of \$15,000, to be paid from the Settlement Fund. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to Plaintiff. The Court may award less than the amounts requested. Whether the Settlement will be finally approved does not depend on whether or how much the Court awards in attorneys' fees, costs, and expenses or service awards.

YOUR RIGHTS AND OPTIONS

12. What claims do I give up by participating in this Settlement?

If the Court approves the Settlement, the Court will enter a final judgment dismissing the Lawsuit "with prejudice." This means that the claims in the Lawsuit will be permanently dismissed. Specifically, Defendant will be "released" from claims as described in Paragraph 20 of the Settlement Agreement, which states that upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not submit a valid and timely request for exclusion:

will be deemed for all purposes to have released, waived, and forever discharged: (i) Defendant and each of its respective parents, subsidiaries, affiliates, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that are, directly or indirectly, under common control with Defendant or any of their parents and/or affiliates), investors, owners, joint ventures, joint employers, alter-egos, divisions, insurers, insurance policies, and benefit plans, or any other entity with an interest in or obligation regarding Defendant's liabilities, (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) any individuals or entities that assisted Defendant or any of the other individuals and entities described in subsections (i) and (ii), with creating, publishing, processing, or hosting any of the job postings used or maintained by Defendant during the Settlement Class Period, and (iv) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (the "Released Parties") of and from the claims asserted in the Complaint or claims that could have been asserted based on the facts alleged in the Complaint (the "Released Class Claims"). The Released Class Claims will include, but not be limited to, any claims based on Defendant's alleged failure to comply with the job posting/pay transparency requirements of the Washington Equal Pay and Opportunities Act, including, but not limited to, any alleged liabilities arising out of or relating to a failure to include the wage scale or salary range and/or a general description of all of the benefits and other compensation to be offered to a hired applicant or employee in any job postings. The Released Class Claims specifically include, but are not limited to, any claims arising out of or relating to a violation of RCW 49.58.110, and any attendant claims for relief under RCW 49.58.070, interest, liquidated damages, exemplary damages, statutory damages, minimum statutory damages, and attorneys' fees and costs relating to any of the foregoing.

By being part of the Settlement, Settlement Class Members agree that they cannot sue or seek recovery against Defendant as described in the Settlement Agreement for any Released Class Claims. Participating in the Settlement does not, however, waive claims outside the release.

Any potential Settlement Class Member who does not request exclusion by the applicable deadline will be a Settlement Class Member and will be considered to have accepted the above release and to have waived any and all of the Released Class Claims against Defendant. Any potential Settlement Class Member who requests exclusion by the applicable deadline is not a Settlement Class Member, will not be subject to the release, and will not receive any payment.

13. What happens if I do nothing?

If you do nothing, you will receive no payment under the Settlement. You will still be in the Settlement Class, and, if the Court approves the Settlement and the judgment becomes final, you will be bound by all orders and judgments of the Court, and the Settlement Agreement, including its release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 12 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in this Settlement.

14. What happens if I request to be excluded?

If you submit a timely, valid request for exclusion from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class, will not release claims against Defendant, and will not be legally bound by the Court's judgments in this Lawsuit.

15. How do I request to be excluded?

To request to be excluded from the Settlement, you must send a letter, postmarked no later than **August 4, 2025**, to the Settlement Administrator at the following address:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

To be considered valid, a request for exclusion **must** include: (i) your full name; (ii) your address; (iii) a statement that you wish to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *Jones, et al v. Potbelly Sandwich Works, et al.* Case No. 24-2-12991-0 SEA"); and (iv) your or your attorney's signature and date signed.

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own request for exclusion. Group requests for exclusion are not permitted.

16. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement even if you do nothing.

17. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you cannot participate in the Settlement in any way. If you choose to exclude yourself from the Settlement, please do not submit a Claim Form to ask for a payment as it will not be recognized or honored.

18. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you disagree with any part of it. You can give reasons why you think the Court should deny approval of the Settlement by filing an objection. To object, you must file written notice with the Court stating that you object to the settlement in *Jones, et al. v. Potbelly Sandwich Works, et al.* Case No. 24-2-12991-0 SEA, no later than August 4, 2025. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to King County Superior Court at the following address:

King County Superior Court
516 3rd Avenue, Room W382
Seattle, Washington 98104

If you are represented by an attorney, the attorney may file your objection through the Court's e-filing system.

To be valid, your objection must be in writing and include: (i) your full name, address, telephone number, and email address; (ii) the case name and number; (iii) the reasons why you object to the Settlement; (iv) the name and address of your attorney, if you have retained one; (v) a statement confirming whether you and/or your attorney intend to personally appear at the Final Approval Hearing; (vi) a list, by case name, court, and docket number, of all other cases in which you (directly or through an attorney) have filed an objection to any proposed class action settlement within the last three years; (vii) a list, by case name, court, and docket number, of all other cases in which your attorney (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years; and (viii) your or your attorney's signature and date signed.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to the Settlement Administrator ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781, and both Class Counsel and Defendant's attorneys at the addresses listed below, postmarked no later than August 4, 2025:

Class Counsel	Defendant's Counsel
Craig J. Ackermann Avi Kreitenberg Brian Denlinger Ackermann & Tilajef, P.C. 2602 North Proctor Street, Suite 205 Tacoma, WA 98406	Catharine Morisset Ryan R. Jones Fisher & Phillips LLP 1700 7 th Avenue, Suite 2200 Seattle, WA 98101

19. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on October 10, 2025, at 9:00 A.M in King County Superior Court, 516 3rd Ave., Seattle, Washington 98104.

The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service award for Plaintiff.

Note: The date and time of the Final Approval Hearing are subject to change by court order. Any changes will be posted at the Settlement Website, <https://ilymgroup.com/PotbellySandwich>, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed if you would like to appear at the Final Approval Hearing.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to the hearing to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described above and in the Settlement, the Court will consider it. You may also hire an attorney to attend on your behalf at your own expense, but you don't have to.

22. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

GETTING MORE INFORMATION

23. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at <https://ilymgroup.com/PotbellySandwich>.

You may contact the Settlement Administrator by phone, email, or in writing at:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT WITH
QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**