

## **KING COUNTY SUPERIOR COURT**

**If you received a text message promoting Ford of Prosser, LLC's products or services you could be entitled to benefits under a class action settlement.**

*King County Superior Court authorized this Notice.  
This is not a solicitation from a lawyer.*

- A proposed settlement of a class action lawsuit relates to allegations that Ford of Prosser, LLC and Bill Pierre Ford, Inc ("Defendants") sent text messages to cellular telephones in violation of state law. The case is known as *Okami v. Bill Pierre Ford, Inc.et al.*, No. 24-2-14235-5 SEA (King Cty. Super. Ct.) ("Action").
- Defendants deny all allegations of wrongdoing in the lawsuit. Defendants claim they have abided by all state and federal laws, and that the Action is not well grounded in law or fact. As part of the proposed settlement, Defendants do not admit to any wrongdoing, maintain their compliance with the law, and continue to deny the allegations against them.
- The proposed settlement provides for a Voucher for dealership service credit to each class member who receives Class Notice. To receive a Cash Payment in lieu of a Voucher, a class member may submit a valid Claim Form by 30 days after notice. The criteria for a valid Claim Form are described below. Defendants will also make certain changes to their practices and pay the costs to administer the settlement.
- Your legal rights are affected whether you act or don't act. Please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will receive a Voucher under the settlement and will be giving up your rights to assert any claims about the legal claims in the case against Defendants.
<b>SUBMIT A CLAIM FORM</b>	The only way to receive a Cash Payment in lieu of a Voucher under the settlement.
<b>EXCLUDE YOURSELF</b>	Get no payment or Voucher under the settlement. This is the only option that allows you to be part of any other lawsuit against Defendants about the legal claims in the case.
<b>OBJECT</b>	Write to the Court about why you don't like the settlement. You can do this only if you don't exclude yourself.
<b>GO TO THE HEARING</b>	Ask to speak in Court about the fairness of the settlement. You can do this only if you don't exclude yourself.

- This Notice explains these rights and options—**and the deadlines to exercise them.**

- The Court must decide whether to approve the settlement as part of the process described in this Notice. Vouchers and Cash Payments will be sent only if the Court approves the settlement.

## **Basic Information**

### **1. Why did I get a Notice?**

You received email notice or postcard notice if Defendants' records show that you might be a class member. In either case, the email notice or postcard notice referred you to an informational website which included this more detailed Notice.

The Court ordered that a Notice be sent to you because you have a right to know about a proposed settlement of the class action against Defendants and about your options, before the Court decides whether to approve the settlement. If the Court approves it, an administrator appointed by the Court will provide the Vouchers and Cash Payments that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Please read this Notice carefully.

King County Superior Court has jurisdiction over this proposed settlement. The person who sued is called the Plaintiff, and the companies she sued are called the Defendants.

### **2. What is the lawsuit about?**

Plaintiff filed a proposed class action lawsuit, the Action, against Defendants.

In the Action, the Plaintiff claimed, among other things, that Defendants sent text messages to cellular telephones in violation of Washington State law. Defendants deny all allegations of wrongdoing and believe their text messages complied with applicable law. Defendants have asserted many defenses they believe would be successful at trial. In agreeing to settle, Defendants maintain that they complied with the law and do not admit any wrongdoing. The settlement is not an admission of wrongdoing.

### **3. Why is this a class action?**

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. In this case, the class representative is Naia Okami. One court resolves the issues for all class members, except those who exclude themselves from the Class. Judge Cindi Port for the King County Superior Court has jurisdiction over the case in which the parties have submitted this settlement for approval.

### **4. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and settlement benefits go to the class members. The class representatives and their attorneys think the settlement is best for the class members.

## Who Is in the Settlement?

To see if you are eligible to receive a Voucher or Cash Payment and otherwise benefit from this settlement, you first have to determine whether you are a class member.

### 5. How do I know if I am part of the settlement?

For the purposes of this settlement, everyone who fits this description is a class member:

All persons and entities to whom Defendants initiated or assisted in the transmission of one or more text message to a telephone number assigned to or used by a Washington resident between and including June 1, 2020, and the date the Court preliminarily approves a class settlement.

### 6. Who is not included in the Class?

The Class does *not* include Defendants, any entity that has a controlling interest in Defendants, and Defendants' current or former directors, officers, counsel, and their immediate families. The Class also does not include any persons who validly request exclusion from the Class.

### 7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can visit the settlement website, [www.ProsserFordClassAction.com](http://www.ProsserFordClassAction.com), for more information, or you can fill out and return the Claim Form described on pages 5-6, in question 10.

## The Settlement Benefits—What You Get

### 8. What does the settlement provide?

Defendants will provide Vouchers to each class member who receives Class Notice. If a class member wishes to receive a Cash Payment in lieu of a Voucher, the class member must submit a **valid claim form by August 1, 2025 (30 days after notice)**, which claim form meets the requirements for payment described in Question 9 below.

Defendants have agreed to pay the costs of settlement administration and reasonable attorneys' fees, costs, and a service award to Plaintiff for serving as the class representative.

### 9. What can I get from the settlement?

Every class member who receive Class Notice will be entitled to receive one voucher in the amount of twenty-nine dollars (\$29) that may be redeemed for services at Ford of Prosser, LLC. The Voucher shall be valid through the close of business on December 31, 2025. The Voucher may not be combined with any other Voucher or offer. Vouchers are valid for one-time use only and cannot be redeemed for cash or cash equivalent or applied to past services.

To receive a Cash Payment of ten dollars (\$10) in lieu of a Voucher, a class member must provide all the information required in the Claim Form, and must attest to the following: (1) the claimant owned or was the regular user of such phone number at the time of receipt of any text message from Defendants; (2) to the best of the claimant's knowledge and belief, the claimant did not provide prior consent to receive any text message from Defendants; and (3) that the claimant is opting to receive a Cash Payment of ten (\$10) dollars in lieu of a Voucher.

## **How You Get Your Voucher or Cash Payment**

### **10. How can I receive a Voucher or Cash Payment?**

You do not need to do anything to receive a Voucher. To receive a Cash Payment in lieu of a Voucher, you must submit a Claim Form online or by mail. A Claim Form is available on the settlement website. Read the instructions carefully, fill out the Claim Form (answering all questions truthfully), and submit it online at [www.ProsserFordClassAction.com](http://www.ProsserFordClassAction.com) no later than 30 days after notice, or print out a hard copy of the Claim Form, fill it out (answering all questions truthfully), sign it, and mail it to the Settlement Administrator with a postmark dated no later than 30 days after notice. The Court will hold a hearing on **August 28, 2025, at 1:00 p.m.**, to decide whether to approve the settlement.

### **11. When do I get my Voucher or Cash Payment?**

The Court will hold a hearing on August 28, 2025, at 1:00 p.m., to decide whether to approve the settlement ("Fairness Hearing"). If Judge Port approves the settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. It also takes time for the Claim Forms to be processed. Please be patient and check the website for any updates.

### **12. What am I giving up if I remain in the Class?**

Unless you exclude yourself, you stay in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in this case. If the settlement is approved and becomes final and not subject to appeal, then you and all class members release all "Released Claims" against all "Released Parties."

"Released Claims" means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys' fees,

obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, Washington statutory law, Washington common law, or Washington regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes, or municipalities that arise out of or relate in any way to the sending of text messages (including but not limited to text messages sent using an “automatic telephone dialing system”) for any purpose (including but not limited to advertising, marketing, or informational purposes), that have been, or could have been, brought in the Action, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Action. In addition, with respect to Plaintiff only, “Released Claims” includes all claims arising, or that could arise in the future, out of any conduct or omissions occurring as of the Execution Date that might be attributable directly or indirectly to Defendants. “Released Parties” means Defendants and all other persons and entities who played any role in sending the text messages at issue, including any of their respective affiliates, parents, direct and indirect subsidiaries, current or former agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present owners, founders, officers, directors, managers, employees, principals, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, contractors, vendors, issuers, and assigns, or anyone acting on their behalf.

Additionally, with respect to any and all Released Claims, you and your respective agents, successors, heirs, assigns, and any other person who can claim by or through you in any manner, shall be deemed to have waived, and by operation of the judgment of the Court shall have expressly waived, any and all claims, rights, or benefits they may have under California Civil Code § 1542 and any similar federal or state law, right, rule, or legal principle that may be applicable. California Civil Code § 1542 provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

## **Excluding Yourself from the Settlement**

If you don’t want anything from this settlement, and you want to keep any right you may have to sue or continue to sue Defendants or other Released Parties on your own about the Released Claims, then you must take steps to remove yourself from the Class. This is called excluding yourself and is sometimes referred to as “opting out” of the Class.

**13. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a signed letter by mail stating that you “want to opt out of the Ford of Prosser Text Settlement.” Please be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **August 1, 2025** (30 days after the Class Notice Deadline), to:

Okami v. Bill Pierre Ford, Inc.  
c/o Settlement Administrator  
P.O. Box 25226  
Santa Ana, CA 92799

You can’t exclude yourself on the phone or by fax or email.

**14. What is the effect if I exclude myself from this settlement?**

If you ask to be excluded, you will not receive any Voucher or Cash Payment from this settlement. Also, you cannot object to the settlement. You will not be legally bound by anything that happens in the Action. You may be able to sue (or continue to sue) Defendants in the future about the legal issues in this case.

**15. If I don’t exclude myself, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up your right to sue Defendants and the other Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit. Remember, your exclusion request must be postmarked on or before **August 1, 2025** (30 days after the Class Notice Deadline).

**16. If I exclude myself, can I get or use a Voucher or Cash Payment from this settlement?**

No. If you exclude yourself, you will not receive a Voucher and should not send in a Claim Form to ask for a Cash Payment in lieu of a Voucher from this settlement. You may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendants and the other Released Parties.

**The Lawyers Representing You**

### **17. Do I have a lawyer in the case?**

The Court appointed HKM Employment Attorneys LLP and Stutheit Kalin LLC to represent the Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. The Court will determine the amount of Class Counsel's fees and costs, which Defendants will pay as part of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **18. How will the lawyers be paid?**

Class Counsel will request from the Court an award of attorneys' fees and out-of-pocket litigation costs up to \$300,000. Class Counsel will also request up to an \$10,000 Service Award for Plaintiff for serving as the class representative. Defendants will pay Class Counsel's fees and costs, and the Service Award as awarded by the Court. You have the right to object to the requested fees and costs, and Service Award. Defendants will also pay the costs to administer the settlement. Class Counsel will file their papers in support of final approval of the settlement and their application for attorneys' fees and reimbursement of costs, and for the Service Award, by no later than **August 14, 2025**, respectively. These papers will also be posted on the settlement website [www.ProsserFordClassAction.com](http://www.ProsserFordClassAction.com)

## **Objecting to the Settlement**

You can tell the Court that you don't agree with the settlement or some part of it.

### **19. How do I tell the Court if I don't like the settlement?**

If you are a class member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court and deliver to Class Counsel and Defendants' counsel a signed letter saying you object to the proposed settlement *Okami v. Bill Pierre Ford, Inc., et al.*, No. 24-2-14235-5 SEA (King Cty. Super. Ct.). The written objection, which you must personally sign, must state: (1) your full name, address, and telephone number; (2) an explanation of the basis upon which you claim to be a Settlement Class Member, including the cell phone number to which Defendants sent you a text message; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (5) a statement indicating whether you intend to appear at the Fairness Hearing (either personally or through counsel who files an appearance with the Court in accordance with the applicable rules). Any documents that you want the Parties and the Court to consider must also be attached to the written objection. Any objection not timely made in this manner shall be waived and forever barred. Your objection and any supporting papers must be filed with the Court at the following address no later than 30 days after Class Notice deadline:

King County Superior Court  
King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

Your objection and any supporting papers must also be delivered to Class Counsel and Defendants' counsel at the following addresses no later than 30 days after Class Notice deadline:

HKM Employment Attorneys LLP  
600 Stewart Street, Suite 901  
Seattle, Washington 98101  
*Class Counsel*

Lauren Rainwater  
Emma Englund  
Davis Wright Tremaine LLP  
920 Fifth Avenue, Suite 3300  
Seattle, Washington 98104  
*Counsel for Defendants*

<b>20. What's the difference between objecting and excluding?</b>
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Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

## **The Court's Fairness Hearing**

The Court will hold a fairness hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

<b>21. When and where will the Court decide whether to approve the settlement?</b>
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The Court will hold a Fairness Hearing on **August 28, 2025, at 1:00 p.m.**, at the King County Superior Court, 516 3rd Ave, Seattle, WA 98104. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Port will listen to people who have asked to speak at the hearing. The Court will also consider whether to approve the requested fees, costs, and Service Award. After the hearing, the



Court will decide whether to approve the settlement. We do not know how long these decisions will take.

**22. Do I have to come to the hearing?**

No. Class Counsel will answer questions Judge Port may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court and talk about it. As long as your written objection is postmarked by **August 1, 2025**, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**23. 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 that it is your "Notice of Intention to Appear" in "*Okami v. Bell Pierre Ford, Inc., et al.*, No. 24-2-14235-5 SEA (King Cty. Super. Ct.)." Be sure to include your name, address, telephone number, that you are a class member, a list of any documents you want the Court to consider, the names of any witnesses who you want to testify and your signature. Your Notice of Intention to Appear must be postmarked and sent to the Court's address in Question 19, no later than **August 1, 2025**. You cannot speak at the hearing if you exclude yourself.

## **If You Do Nothing**

**24. What happens if I do nothing at all?**

If you do nothing, you will receive a Voucher. You will not receive a Cash Payment in lieu of a Voucher and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the legal issues resolved by this settlement.

## **Getting More Information**

**25. Are there more details about the settlement?**

This Notice summarizes the proposed settlement. More details appear in the Settlement Agreement and Release of Claims (the "Agreement"). Copies of the Agreement and the pleadings and other documents relating to the case are on file at the King County Superior Court and may be examined and copied at any time during regular office hours at the Court. The Settlement Agreement is also available at the settlement website, [www.ProsserFordClassAction.com](http://www.ProsserFordClassAction.com).

<b>26. How do I get more information?</b>
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You can visit the settlement website at [www.ProsserFordClassAction.com](http://www.ProsserFordClassAction.com), where you will find answers to common questions about the settlement, plus other information, including a copy of the Settlement Agreement. You may also write to:

Okami v. Bill Pierre Ford, Inc.  
c/o Settlement Administrator  
P.O. Box 25226  
Santa Ana, CA 92799

**You should not direct questions to the Court.**