

## **CLASS SETTLEMENT AGREEMENT**

### ***McClendon v. Mesk Investment Lakewood, Inc., et al.*, Case No. 23-2-22579-1 KNT King County Superior Court**

This Class Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiff Meghan McClendon (“Plaintiff”), both individually and on behalf of the proposed Settlement Class (as defined below), on the one hand, and Defendants Mesk Investment Lakewood, Inc; Mesk Investment 3708 LLC; Mesk Investment NW, LLC; Mesk Investment #2047, LLC; Mesk Investment 2129, LLC; Mesk Investment 3440, LLC; Mesk Investment 3634 LLC; Mesk Investment 3639, LLC; Mesk Investment 3835 LLC; Mesk Investment 628, LLC; Mesk Investment 3430, LLC; Mesk Investment 664 LLC; Mesk Investment 3851 LLC; Mesk Investment 3853 LLC; and Mesk Investment1 LLC d/b/a various IHOP restaurants (collectively, “Mesk Investment” or the “Defendants”), on the other hand, to resolve all matters arising out of or relating to the matter of *McClendon v. Mesk Investment Lakewood, Inc., et al.*, King County Superior Court Case No. 23-2-22579-1 KNT (the “Action”) (the “Court”). For purposes of this Settlement Agreement, Plaintiff and Defendants are referred to individually as a “Party” and collectively as the “Parties.”

### **SETTLEMENT AMOUNT**

Pursuant to the terms and conditions set forth herein, Defendants will pay a minimum of \$4,096,705.00 (the “Minimum Settlement Fund”) and a maximum of \$6,298,000 (the “Maximum Settlement Fund”) to resolve and release all of the claims alleged in the Action as set forth in further detail hereafter, inclusive of all settlement payments; attorneys’ fees, costs, and expenses; service award; and settlement administration costs.

### **BACKGROUND**

1. On November 15, 2023, Plaintiff filed the Class Action Complaint for Damages, Injunctive Relief, and Declaratory Relief (the “Complaint”) in the Action, on behalf of herself and on behalf of a putative class of individuals who applied to job openings with the Defendants where the job postings did not disclose the wage scale or salary range being offered in violation of RCW 49.58.110. The monetary remedies sought in the Complaint included, but are not limited to, statutory damages of \$5,000 to Plaintiff and to each putative class member pursuant to RCW 49.58.070 and RCW 49.58.110.

2. Defendants filed their Answer on December 19, 2023.

3. For purposes of this Settlement Agreement, the “Settlement Class” is defined as follows:

Plaintiff and all individuals who, from January 1, 2023, through November 30, 2023, applied for a job opening in the State of Washington with Defendants 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.

“Settlement Class Members” refers collectively to members of the Settlement Class and “Settlement Class Member” refers to individual members of the Settlement Class. Notwithstanding the foregoing, upon the Effective Date (as defined below), the Settlement Class shall not include any individual who otherwise meets the definition of a Settlement Class Member (as defined herein) who submits a valid and timely request for exclusion from this settlement pursuant to and in accord with the procedures outlined in Paragraph 15(b), below.

4. The Settlement Class Period is January 1, 2023, through November 30, 2023.

5. Defendants represent that there are 3,149 Settlement Class Members. Defendants agree that this representation is a material term of this settlement.

6. By entering into this Settlement Agreement and the settlement described herein, Defendants do not admit to any wrongdoing or liability as it relates to the claims or related facts asserted in the Complaint, nor shall this Settlement Agreement or the settlement described herein constitute an admission of any liability or the propriety of class certification for litigation purposes. This Settlement Agreement and the settlement described herein reflect the Parties’ good faith compromise of the claims alleged in the Action, based upon assessment of the mutual risks and costs of further litigation.

7. Nevertheless, in the interest of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted in the Action, the Parties believe that the settlement negotiated and set forth in this Settlement Agreement is fair, reasonable, and adequate.

### **SETTLEMENT TERMS**

8. **Minimum Settlement Fund and Maximum Settlement Fund:** As detailed more thoroughly below, Defendants will pay a minimum of \$4,096,705 (the “Minimum Settlement Fund”) and a maximum of \$6,298,000 (the “Maximum Settlement Fund”), subject to the terms and provisions of this Settlement Agreement, with the specific amount of the payment actually due and owing by Defendants under this Settlement Agreement being based on the number of Settlement Class Members who submit a valid and timely Claim Form, as detailed in Paragraph 15, below (the “Settlement Fund”) for an all-in common fund class settlement covering all claims in the Complaint including but not limited to, claims for actual damages, statutory damages, minimum statutory damages, all relief available under RCW 49.58.070, all attorneys’ fees and costs, the costs of settlement administration, and the class representative service award for the Plaintiff.

9. **Settlement Fund and Net Settlement Fund:** The Settlement Fund is the total payment to all Participating Settlement Class Members, plus attorneys’ fees and costs, Plaintiff’s service award, and the Settlement Administrator’s costs. “Participating Class Members” collectively means Plaintiff plus and any Class Members (i) who do not ask to be excluded from the settlement and (ii) who submit a timely and valid Claim Form seeking to share in the proceeds of the settlement following the procedure set out in Paragraph 15. Specifically, and as detailed below, the Settlement Fund shall be an amount equal to: (a) the individual settlement payments to the Participating Class Members (the “Net Settlement Fund”), calculated pursuant to Paragraph 17(b); (b) the attorneys’ fees, costs, and expenses award, as approved by the Court and as described

in Paragraph 10; (c) Plaintiff's service award, as approved by the Court and as described in Paragraph 11; and (d) the Settlement Administrator's costs award, as approved by the Court and as described in Paragraph 13. The payment of the Settlement Fund by Defendants shall settle and forever resolve all of the claims being released by this Settlement Agreement (i.e., the Released Class Claims defined in Paragraph 18, below), and it will include: (a) all payments to Settlement Class Members; (b) all attorneys' fees, costs, and expenses; (c) Plaintiff's service award as approved by the Court; and (d) the Settlement Administrator's costs. The individual settlement payments are not being made for any other purpose and will not be construed as "compensation" for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendants. In addition, no individual receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

10. **Attorneys' Fees and Costs:** "Plaintiff's Counsel" refers to Plaintiff's Counsel in this Action, Emery Reddy, PLLC. Plaintiff's Counsel may apply to the Court for, and Defendants will not oppose, an award of attorneys' fees, cost, and expenses in the amount of \$1,857,910 (approximately 29.5 percent of the Maximum Settlement Fund), in connection with their prosecution of this matter, and all of the work remaining to be performed by Plaintiff's Counsel in documenting the settlement, securing Court approval of the settlement, all further appellate proceedings (if any), carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the Action. Amounts awarded by the Court for attorneys' fees and costs shall be paid from the Settlement Fund. Plaintiff's Counsel represents that, other than Emery Reddy, PLLC, no individuals or law firms represent Plaintiff or the Settlement Class in connection with this Action or have any right to seek reimbursement of fees, costs, or expenses in connection with this Action. Attorneys' fees were negotiated only after settlement terms were reached on behalf of the Settlement Class Members.

11. **Service Award:** Plaintiff's Counsel may apply to the Court for, and Defendants will not oppose, a service award for Plaintiff in the amount of \$30,000, to be paid from the Settlement Fund, in consideration for serving as Class Representative. The service award is in addition to the settlement payment to which Plaintiff is entitled along with all other Participating Class Members. Plaintiff will receive a Form 1099 for her service award prepared by the Settlement Administrator, and she will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount. As a condition for receiving and retaining the service award, Plaintiff shall execute and abide by the Full Release of Claims, which also includes her promise to not apply for future employment with Defendants, attached hereto as Exhibit A. Plaintiff will not be required to execute Full Release of Claims until the settlement is considered "Final" after the Effective Date defined in Paragraph 25.

12. **Lesser Award:** In the event that a lesser sum is awarded and approved by the Court for the attorneys' fees, costs, and expenses referenced above in Paragraph 10, or for the service award referenced above in Paragraph 11, the Court's approval of any such lesser sum(s) shall not be grounds for Plaintiff or Plaintiff's Counsel to terminate the settlement, but such an order shall be appealable by them at Plaintiff's Counsel's cost. In the event that such an appeal is filed, administration of the settlement shall be stayed pending resolution of the appeal. If, after the exhaustion of any appellate review, any additional amounts are available for distribution to the

Participating Class Members as a result of such appellate review, the additional amounts shall be added to the payments otherwise due to the Participating Class Members. Any amount not awarded in attorneys' fees, costs, and expenses and/or Plaintiff's service award, which is not challenged via appeal by Plaintiff's Counsel, may be distributed to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

13. **Settlement Administrator Selection and Costs:** Subject to the Court's approval, the Parties agree that Simpluris, Inc. will serve as the Settlement Administrator. The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating through normal and customary procedures the Class List to be provided by Defendants, so that it is updated prior to the Class Notice ("Notice") and Claim Form being sent; emailing, printing, and mailing the Court-approved Notice; performing necessary additional skip traces on Notices and/or checks returned as undeliverable; calculating Settlement Class Members' shares of the Class Fund; creating and maintaining a settlement website; monitoring the claims process; preparing and mailing settlement checks; responding to Settlement Class Member inquiries; preparing tax returns and tax forms in connection with the Settlement Fund and settlement payments, including any withholding, and filing or remitting those returns and forms, along with withheld amounts, if any, to the appropriate governmental agencies; and generally performing all normal and customary duties associated with the administration of such settlements. The Settlement Administrator will coordinate the calculation of payroll taxes and deductions, if any, with Defendants to ensure that, to the extent such taxes and deductions are or could be deemed to have been made by the Settlement Administrator on behalf of Defendants by government taxing authorities, they are made in compliance with Defendants' tax withholding and remittance obligations for such payments. All costs for the Settlement Administrator's services will be paid out of the Settlement Fund and shall not exceed \$10,000.

14. **Compilation of Class List:** Within 14 days after the Preliminary Approval Order is entered (see Paragraph 22 below), Defendants will provide only to the Settlement Administrator the full name, last known address, phone number, and email address of each Settlement Class Member during the Settlement Class Period (the "Class List"). Defendants shall contemporaneously provide Class counsel with the full name of all individuals on the Class List. The Settlement Administrator will perform normal and customary address updates and verifications as necessary prior to the mailing of the Notice and Claim Form to the Settlement Class and will notify Defendants' Counsel and Plaintiff's Counsel of any issues regarding the Class List immediately. The Settlement Administrator and Defendants' Counsel shall resolve any issues within 7 days after receipt of the Class List. All of the data provided by Defendants pursuant to this Settlement Agreement shall be treated as private and confidential, and the Settlement Administrator and Plaintiff's Class Counsel shall not use or disclose any such data to any persons or entities except as required to effectuate the terms of this Settlement, as required by law, or as required by Court order.

15. **Notice Period and Notice Procedure:** Following preliminary approval, the Court-approved Notice of the Settlement and Claim Form shall be provided to the Settlement Class Members via email (if the individual's email is known and available) and in hard copy (via U.S. Mail). The proposed Notice and Claim Form to be submitted for approval are attached hereto as **Exhibits B and C**, respectively. The Notice will advise each Settlement Class Member of his or her estimated payment amount (approximately \$1398.09), maximum pay payment (\$5,000) and

of his or her right to submit a Claim Form, request exclusion, or object to the settlement, among other information. Settlement Class Members shall have 60 days from the date of mailing to submit a Claim Form, request exclusion, or object.

- a. **Claims Procedure:** To become a Participating Class Member and receive a payment, a Settlement Class Member must submit a valid, timely Claim Form to the Settlement Administrator by mail. The Claim Form must be submitted or postmarked no later than 60 days from the date of mailing of the Notice unless extended as set out in Paragraph 15(f)(iii) (Notice Period). Any Settlement Class Member who submits a Claim Form after 60 days will be considered for a payment at the discretion of the Defendants. Participating Class Members will provide either their Social Security Number as set out in the Claim Form or a W-9 upon request of the Claims Administrator prior to issuance of their individual settlement payment. Any Participating Class Member who does not submit an IRS Form W-9 shall be subject to initial tax withholdings prior to issuance of their individual settlement payment.
- b. **Exclusion Procedure:** Any Settlement Class Member who wishes to be excluded from the settlement must submit the request for exclusion in writing to the Settlement Administrator, postmarked no later than 60 days from the date of mailing of the Notice. To be considered valid, a request for exclusion must include: (i) the Settlement Class Member's full name; (ii) the Settlement Class Member's address; (iii) a statement that he or she wishes to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *McClendon v. Mesk Investments Lakewood, Inc., et al.*"; and (iv) the Settlement Class Member's (or his or her attorney's) signature and date signed.
- c. **Objection Procedure:** Any Settlement Class Member who does not request exclusion from the settlement and who wishes to object to the settlement must submit the objection in writing to the Court and the Parties' Counsel, postmarked no later than 60 days from the date of mailing of the Notice. To be considered valid, an objection must include: (i) the Settlement Class Member's full name, address, telephone number, and email address; (ii) the case name and number; (iii) the reasons why he or she objects to the settlement; (iv) the name and address of his or her attorney, if he or she has retained one; (v) a statement confirming whether the Settlement Class member and/or his or her attorney intend to personally appear at the Final Approval Hearing; and (vi) the Settlement Class member's (or his or her attorney's) signature and date signed. If a Settlement Class member wishes to object to the settlement, he or she must not request exclusion.
- d. **Undeliverable Notices:** Any Notices and Claim Forms returned as undeliverable shall be traced once to obtain a new address and be re-mailed by First Class U.S. Mail. To the extent any mailed Notice or Claim Form is returned as undeliverable, such person shall be permitted the greater of the time remaining under the Notice Period or 30 days from any re-mailing of the Notice and Claim Form to submit a Claim Form, request exclusion, or object to the settlement.

- e. **Weekly Updates:** After the Notices and Claim Forms are mailed, the Settlement Administrator will provide weekly updates on the status of claims, requests for exclusion, and objections.
- f. **Reminders/Additional Notices:**
  - i. If the number of Participating Class Members is less than or equal to 10 percent (i.e., equal or less than 315 individuals) as of 30 days after the initial mailing date, the Settlement Administrator will send a reminder notice to Settlement Class Members reminding them of the deadline to submit a Claim Form.
  - ii. If the number of Participating Class Members is less than or equal to 10 percent (i.e., equal or less than 315 individuals) with 14 days remaining in the Notice Period, the Settlement Administrator will send an additional reminder notice to Settlement Class Members reminding them of the deadline to submit a Claim Form.
  - iii. **Second Mailed Notice:** If the number of Participating Class Members total less than or equal to 440 participants as of the date that is 60 days from the date of mailing of the Notice, the Court-approved notice of the settlement shall be provided to any nonresponding Settlement Class Members via email and U.S. Mail (if the individual's mailing address is known), advising them they have an additional 30 days to submit a Claim Form, request exclusion, or object to the settlement by return mail. If participation remains less than 315 individuals within 14 days of this Second Mailed Notice, the parties will work cooperatively together to explore and implement additional options for improving the notice program sufficient to provide notice and obtain responses and claims from Class Members.
- g. **Effect of Taking No Action:** Except for those Settlement Class Members who exclude themselves in compliance with Paragraph 15(b), all Settlement Class Members will be deemed to be members of the Settlement Class in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. Except to the extent a Settlement Class Member presents a timely objection to this settlement pursuant to the procedures set out above, the Settlement Class Members waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.
- h. No later than 5 days before Plaintiff's Counsel is to provide Defendants' Counsel with a draft of the Final Approval Motion, the Settlement Administrator will provide to Plaintiff's Counsel and Defendants' Counsel: (1) a report identifying Settlement Class Members (by first and last name), Participating Class Members (by first and last name), requests for exclusion (by first and last name), and

objections (identifying the objecting Settlement Class Members by first and last name and providing copies of the objections); and (2) a draft declaration regarding the mailing, tracking, and processing of the Notices and Claim Forms.

16. **No Solicitation of Exclusions or Objections:** The Parties will not directly or indirectly solicit or encourage Settlement Class Members to request exclusion from or object to the settlement.

17. **Challenges to Class List:** To be considered timely, any dispute raised by an alleged, proposed member of the Settlement Class about his or her omission from the Class List must be submitted to the Settlement Administrator and/or Plaintiff's Counsel within 60 days of the mailing of the Notice. To the extent it is reasonably accessible and available, Defendants will provide the Settlement Administrator and Plaintiff's Counsel information and/or documentation demonstrating why he or she was not properly a member of the Settlement Class. Unless the proposed Settlement Class member can establish that he or she should have been included on the Class List based on documentary evidence, Defendants' records will control. Plaintiff's Counsel and Defendants' Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by the Defendants and the alleged, proposed member of the Settlement Class, and shall be the final arbiter of disputes relating to an alleged, proposed member of the Settlement Class's omission from the Class List. The Settlement Administrator's determination regarding any such dispute shall be final for the purpose of administering the settlement, subject to final review, determination, and approval by the Court.

18. **Payments to Participating Class Members:**

- a. Settlement Class Members must submit a timely, valid Claim Form to receive a payment and be considered a Participating Class Member. The named Plaintiff is not required to submit a Claim to receive her share of Net Settlement Fund. Settlement Class Members who do not exclude themselves from the settlement and who also choose not to submit a valid Claim Form within the requisite timeframe as described in Paragraph 15(a) are not Participating Class members but will still be bound by this settlement, including the release contained in Paragraph 19. Put another way, all Settlement Class Members who do not request exclusion by the applicable deadline to opt out of the settlement will be considered to have accepted the release referenced in Paragraph 19 and to have waived and discharged any and all of the Released Class Claims against Defendants.
- b. All Participating Class Members will be eligible to receive an equal share of the Net Settlement Fund (meaning the Settlement Fund less the Superior Court-approved attorneys' fees and costs award, the settlement administration costs, and class representative service award), to be allocated pro-rata based on the number of Participating Class Members, up to a maximum of \$5,000 each. "Residual Funds" are funds that remain in the Net Minimum Settlement Fund after payment of all approved Participating Class Members payments (no greater than \$5,000 each), attorneys' fees and costs, plaintiff's service award, and settlement administration costs (i.e., the unclaimed amount otherwise available to the Settlement Class

Members who did not submit claims to receive payment.) Fifty percent (50%) of the Residual Funds shall be disbursed to the Legal Foundation of Washington and the remaining Fifty percent (50%) shall revert to Defendant. The amount of the Settlement Fund shall be based on the number of Participating Class Members. For every individual Participating Class Member above 50% of the total Settlement Class (i.e., the 1,576th Participating Class Member and higher), the amount of the Settlement Fund shall increase by \$1,398.09 per each additional Participating Class Member, up to the Maximum Settlement Fund as set out above (i.e., \$6,298,000.00). No payment to any individual Participating Class Member shall exceed \$5,000. If the number of Participating Class Members is less than or equal to approximately 50 percent of the total Settlement Class (i.e., 1,575 Settlement Class Members or less), Defendants shall pay the amount of the Minimum Settlement Fund set forth above (i.e., \$4,096,705.00). For every Participating Class Member above approximately 50 percent of the total Settlement Class (i.e., the initial 1,576th Participating Class Member or more), the value of the Net Settlement Fund shall increase by \$1,398.09 for each Participating Class Member up to Maximum Settlement Fund (i.e., \$6,298,000). For example, if there were 1,625 Participating Class Members, and assuming the Court approves the attorneys' fees and costs, Plaintiff's service award, and Settlement Administrator's costs listed in Paragraphs 9-10 and 12 above, the formula to calculate each Participating Class Member's payment would be:  $(\$4,096,705.00^1 + \$69,904.50^2 - \$1,857,910^3 - \$30,000^4 - \$10,000^5) / 1,625^6 = \$1,396.13$ . Thus, under this example, each Participating Class Member would receive a settlement payment of \$1,396.13. Under this same example, the Settlement Fund (i.e., the total amount due and owing from Defendants under this Settlement Agreement) would equal \$4,166,609.50.

- c. Settlement payments will be characterized as non-wages/statutory damages. The Settlement Administrator will prepare a 1099 for each Participating Class Member that reflects his or her settlement payment.
- d. Participating Class Members shall have 180 days from the date the checks are mailed by the Settlement Administrator to cash their settlement payment check. After 180 days following the date upon which the Settlement Administrator sends payments to Participating Class Members, one hundred percent of any individual settlement payment amounts associated with Participating Class Members' uncashed checks ("Uncashed Funds") will be sent by the Settlement Administrator to the Washington Unclaimed Property Fund.

---

<sup>1</sup> This figure represents the Minimum Settlement Fund.

<sup>2</sup> This figure represents the additional monies due from Defendants to cover the 50 additional Participating Class Members beyond the initial 1,575 Participating Class Members covered by the Minimum Settlement Fund, with each such additional Participating Class Member increasing the Net Settlement Fund by \$69,904.50.

<sup>3</sup> This figure represents the attorneys' fees, costs and expenses.

<sup>4</sup> This figure represents Plaintiff's service award.

<sup>5</sup> This figure represents Settlement Administrator's costs.

<sup>6</sup> This figure represents the total number of Participating Class Members.



- e. Plaintiff, Defendants, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Participating Class Members will be required to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the settlement payments. Participating Class Members agree to indemnify and hold Defendants harmless from any claim for unpaid taxes for the settlement payment from any taxing authority.

**19. Settlement Class Member Release:** Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member (other than Plaintiff) who does not submit a timely, valid request for exclusion in accordance with the procedures set forth in Paragraph 15 will be deemed for all purposes to have released, waived, and forever discharged: (i) Defendants and each of their 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 Defendants 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 Defendants' 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, (iii) any individuals or entities that assisted Defendants 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 Defendants 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 any and all claims that arose during the Settlement Class Period that were or could have been asserted against the Released Parties by Plaintiff and members of the Settlement Class based on 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 the Released Parties' 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 also 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. For avoidance of doubt, Plaintiff's release is set out in Paragraph 11, 20, and Exhibit A.

**20. Additional Release by Plaintiff:** In addition to the Release set forth in Paragraph 19, Plaintiff Meghan McClendon, for herself alone, releases from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, contingent or accrued, known or unknown, of any kind or nature, including without limitation arising out of or related to her employment with Defendants and/or the termination thereof (if any has occurred), which do or may exist as of the date of the execution of this Settlement Agreement. Plaintiff's Full Release of Claims is attached hereto as Exhibit A.

21. **Court Approval:** Except as otherwise provided above, the failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire Settlement Agreement void and unenforceable as to all Parties herein. As provided above, this paragraph does not apply to the failure of the Court to approve the attorneys' fees and costs in Paragraph 10 or the service award in Paragraph 11. If the Settlement Agreement becomes void, this Settlement Agreement, as well as all releases signed in connection herewith, shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in this action prior to the settlement; the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; and neither this Settlement Agreement nor any ancillary documents, actions or filings shall be admissible or offered into evidence in this action or any other action or proceeding for any purpose.

22. **Preliminary Approval Order:** The Parties shall promptly seek the Court's approval of this settlement. As soon as practicable after the execution of this Settlement Agreement, Plaintiff and Plaintiff's Counsel shall apply to the Court for the entry of a Preliminary Approval Order which: (a) preliminarily approves the settlement, subject to the final review and approval by the Court; (b) certifies the Settlement Class and appoints Plaintiff as Settlement Class Representative and Emery Reddy, PLLC as Settlement Class Counsel for purposes of the settlement only; (c) preliminarily approves the Settlement Administrator selected by the Parties and preliminarily approves payment of the Settlement Administrator's costs; (d) preliminarily approves an award of attorneys' fees and costs to Plaintiff's Counsel; (e) preliminarily approves a service award to Plaintiff; (f) approves, as to form and content, the proposed Notice and Claim Form attached as Exhibit B and C; (g) directs the emailing and mailing of the Notice and Claim Form to the Settlement Class Members; (h) directs any reminders sent to Settlement Class Members in accordance with Paragraph 15; and (i) schedules a final approval hearing to determine whether the settlement, including the payment of attorneys' fees and costs and the service award should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes regarding the Notice. No later than 7 days before filing the motion for preliminary approval, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendants' Counsel for their review and comments. Defendants' Counsel shall promptly provide Plaintiff's Counsel a redlined draft with any proposed changes, which Plaintiff's Counsel shall consider in good faith.

23. **Final Approval Order:** In conjunction with the request for final approval of the settlement provided for in this Settlement Agreement, Plaintiff's Counsel will submit a proposed final order and judgment ("Final Approval Order"): (a) granting final approval of the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions; (b) approving an award of attorneys' fees, costs, and expenses to Plaintiff's Counsel; (c) approving a service award to Plaintiff; (d) approving the Settlement Administrator's costs; (e) permanently enjoining and restraining Plaintiff and Settlement Class Members from initiating or pursuing any Released Class Claims; and (f) dismissing the Action on the merits and with prejudice. No later than 7 days prior to the submission of the motion for final approval, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendants' Counsel for their review and comments. Defendants' Counsel shall promptly provide Plaintiff's Counsel a redlined draft with any proposed changes, which Plaintiff's Counsel shall consider in good faith.

24. **Right of Revocation:** Defendants have the option to void the Settlement Agreement if more than ten percent of the Settlement Class Members exclude themselves from the settlement (i.e., 315 or more Settlement Class Members). Defendants shall exercise this right within 5 days after receiving the report from the Settlement Administrator described in Paragraph 15(h). If by the hearing on Plaintiff's Motion for Preliminary approval, the Class Size increases by ten percent or greater than the original number of Class Members designated by Defendants in Paragraph 5 (i.e., a total of 3,464 or more) and Defendants do not agree to proportionately increase the Maximum Settlement Fund to account for the additional Class Members, Plaintiff has the option to void the Settlement Agreement. In the event either Party exercises this right, the Parties will be returned to their respective positions that existed prior to their entry into this Settlement Agreement, as described more thoroughly in Paragraph 21.

25. **Effective Date:** The Effective Date of the settlement will be 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 Defendants from this Case with prejudice (the "Final Judgment") becomes final. For purposes of this Paragraph, the Superior Court's Final Judgment "becomes final" upon the later of either (a) thirty-one (31) days following the Superior Court's entry of an order granting final approval of the Settlement; or (b) in the event that one or more timely objections has/have been filed and not withdrawn, then the first business day upon the passage of the applicable 30-day period for an objector to seek appellate review of the Court's Final Approval Order, without a timely appeal having been filed; or, (c) 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 such that the Final Approval Order is not subject to further adjudication, appeal, or review. In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if this Settlement Agreement is otherwise terminated: (a) this Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no party shall be bound by any of the terms of the Settlement Agreement; (b) Defendants shall have no obligation to make any payments to the Settlement Class Members, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator; (c) any Preliminary Approval Order, Final Approval Order, or judgment, shall be vacated; and (d) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding.

26. **Funding of Settlement:** No later than 14 days after entry of the Final Approval Order, the Settlement Administrator shall provide Plaintiff's Counsel and Defendants' Counsel with the estimated settlement disbursement calculations. Within 30 days of the Effective Date, Defendants shall transfer the amount of the Settlement Fund to the Qualified Settlement Fund (an account specifically created by the Settlement Administrator for the Administration of Settlement, "QSF"). Within 14 days of the Funding Date, the Settlement Administrator shall distribute the funds in accordance with the terms of this Settlement Agreement as approved by the Court, including: (a) settlement payments from the Net Settlement Fund to all Participating Class Members; (b) Plaintiff's Counsel's attorneys' fees and costs; (c) Plaintiff's service award (conditioned on Plaintiff's execution of her Full Release of Claims attached as Exhibit C); and (d) the Settlement Administrator's costs. Participating Class Members will have 180 days from the date of issuance to cash their settlement checks.

27. **Deadlines:** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by CR 6(a), such time period shall be continued to the following business day. For illustrative purposes, and recognizing that certain of the deadlines listed herein may be continued due to unforeseen delay on the part of the Parties and/or by order of the Court, the following schedule provides an outline of the deadlines required under this Settlement Agreement:

<b>EVENT</b>	<b>DATE</b>
Plaintiff's Counsel to provide draft of Motion for Preliminary Approval of Settlement to Defendants' Counsel	21 days after execution of the Settlement Agreement
Plaintiff's Counsel to File Motion for Preliminary Approval of Settlement	28 days after execution of the Settlement Agreement
Preliminary Approval Order	TBD
Defendants' Counsel to Provide Settlement Administrator and Plaintiff's Counsel with Class List	14 days after Preliminary Approval Order
Settlement Administrator and Defendants' Counsel to resolve any issues with Class List	7 days after Defendants' Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Start of Notice Period, Settlement Administrator to email and mail Notices to Settlement Class Members	14 days after Defendants' Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
If applicable, Settlement Administrator to send reminder notice pursuant to Paragraph 15.f.	30 days after Start of Notice Period
If applicable, Settlement Administrator to send second reminder notice pursuant to Paragraph 15.f.	14 days before the End of Notice Period
End of Notice Period, deadline for Settlement Class Members to submit a Claim Form, request exclusion, or object to the settlement	60 days after start of the Notice Period
If applicable, Settlement Administrator to mail second Notice to Settlement Class Members	60 days after start of Notice Period

Settlement Administrator to provide to Plaintiff's Counsel and Defendants' Counsel: (1) report identifying Participating Class Members, exclusions, and objections; and (2) draft declaration regarding Notice	5 days before Plaintiff's Counsel to provide Defendants' Counsel with draft of Motion for Final Approval
Plaintiff's Counsel to provide Defendants' Counsel with draft of Motion for Final Approval	7 days prior to the deadline to file the Motion for Final Approval
Plaintiff's Counsel to file Motion for Final Approval	9 Court days prior to the Final Approval Hearing
Final Approval Hearing	No sooner than 120 days after the Preliminary Approval Order
Final Approval Order	TBD
Settlement Administrator to provide estimated settlement payment distributions to Plaintiff's Counsel and Defendants' Counsel	14 days after Final Approval Order
Effective Date	31 days after Final Approval Order
Funding Date	30 days after the Effective Date
Mailing of settlement checks, payment of attorneys' fees and costs, service award, and Settlement Administrator's costs	14 days after the Funding Date
Residual Funds, if any, to be disbursed as to pursuant to Paragraph 18.	14 days after mailing of settlement checks
Deadline for Participating Class Members to cash settlement checks	180 days after mailing of settlement checks
Uncashed Funds to be sent to the State of Washington in accordance with RCW 63.29	190 days after mailing of settlement checks

28. **No Publicity:** Plaintiff's Counsel represents that they have no present intention to publish or issue any press releases of public statements regarding the Lawsuit or related settlement except in declarations submitted to a court in support of motions for preliminary approval, final approval, for attorneys' fees, costs and expenses, and any other pleading filed with the Court in

conjunction with the settlement. Nothing in the prior sentences, however, shall prevent Plaintiff and her counsel from taking any step necessary to obtain approval of the settlement.

29. **Parties' Authority:** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions hereof.

30. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, and consistent with the terms hereof, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's preliminary approval of this Settlement Agreement.

31. **No Prior Assignments:** The Parties represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

32. **Construction:** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between their respective counsel. The Parties further agree that this Settlement Agreement shall not be construed in favor of, or against, any party by reason of the extent to which any party, or his, hers, or its counsel, participated in the drafting of this Settlement Agreement.

33. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

34. **Attorneys' Fees and Costs:** The prevailing party in any dispute related to the enforcement of this Settlement Agreement shall be entitled to reasonable attorneys' fees and costs related to the dispute.

35. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

36. **Integration:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

37. **Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

38. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

39. **Governing Law:** The Parties agree that Washington law governs the interpretation and application of this Settlement Agreement.

## PARTY SIGNATURES

Dated: 03 / 17 / 2025



Plaintiff Meghan McClendon, individually and on behalf of the Proposed Settlement Class

Dated: 03/28/2025



Defendant Mesk Investments Lakewood, Inc

By: Mohammad Khadar

Its: President

Dated: 03/28/2025



Defendant Mesk Investment 3708 LLC

By: Mohammad Khadar

Its: Managing Member

Dated: 03/28/2025



Defendant Mesk Investment NW, LLC

By: Mohammad Khadar

Its: Managing Member

Dated: 03/28/2025



Defendant Mesk Investment #2047, LLC

By: Mohammad Khadar

Its: Managing Member

Dated: 03/28/2025

  
Defendant Mesh Investment 2129, LLC

By: Mohammad Khadar

Its: Managing Member

Dated: 03/28/2025

  
Defendant Mesh Investment 3440, LLC

By: Mohammad Khadar

Its: Managing Member

Dated: 03/28/2025

  
Defendant Mesh Investment 3634, LLC

By: Mohammad Khadar

Its: Managing Member

Dated: 03/28/2025

  
Defendant Mesh Investment 3639, LLC

By: Mohammad Khadar

Its: Managing Member

Dated: 03/28/2025

  
Defendant Mesh Investment 3835, LLC

By: Mohammad Khadar

Its: Managing Member

Dated: 03/28/2025


  
Defendant Mesh Investment 6283, LLC

By: Mohammad Khadar


Its: Managing Member




Dated: 03/28/2025

  
Defendant Mask Investment 3430, LLC  
By: Mohammad Khadar  
Its: Managing Member


Dated: 03/28/2025

  
Defendant Mask Investment 664 LLC  
By: Mohammad Khadar  
Its: Managing Member


Dated: 03/28/2025

  
Defendant Mask Investment 3851, LLC  
By: Mohammad Khadar  
Its: Managing Member

Dated: 03/28/2025

  
Defendant Mask Investment 3853 LLC  
By: Mohammad Khadar  
Its: Managing Member

Dated: 03/28/2025

  
Defendant Mask Investment 1 LLC  
By: Mohammad Khadar  
Its: Managing Member

# **EXHIBIT A**

## **PLAINTIFF'S RELEASE**

## **FULL RELEASE OF CLAIMS**

I, Meghan McClendon, in exchange for, and as a condition for receiving and retaining the service award approved by the King County Superior Court in *McClendon v. Mesk Investment Lakewood, Inc., et al.*, Case No. 23-2-22579-1 KNT, hereby agree to this Full Release of Claims on my behalf on behalf of my spouse or domestic partner (if any), heirs, executors, administrators, successors, and assigns as follows:

1. **Release of All Claims.** To the maximum extent permitted by law, I hereby knowingly and voluntarily release, waive, and forever discharge Mesk Investment Lakewood, Inc; Mesk Investment 3708 LLC; Mesk Investment NW, LLC; Mesk Investment #2047, LLC; Mesk Investment 2129, LLC; Mesk Investment 3440, LLC; Mesk Investment 3634 LLC; Mesk Investment 3639, LLC; Mesk Investment 3835 LLC; Mesk Investment 628, LLC; Mesk Investment 3430, LLC; Mesk Investment 664 LLC; Mesk Investment 3851 LLC; Mesk Investment 3853 LLC; Mesk Investment LLC (“Mesk Entities”) and the respective parents, subsidiaries, affiliates, investors, owners, officers, joint ventures, joint employers, alter-egos, divisions, insurers, insurance policies, representatives, agents, or any of the other individuals and entities responsible for creating, publishing, processing, assisting, or hosting any of the job postings used or maintained by Defendants during the Settlement Class Period (as defined in the Class Settlement Agreement) (collectively referred to as “Releasees”), of and from any and all claims, known and unknown, asserted or unasserted, which I have or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of or claims arising out of or relating to:

- Title VII of the Civil Rights Act of 1964;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Fair Credit Reporting Act;
- The Equal Pay Act;
- The Washington Fair Credit Reporting Act, Chapter 19.182 RCW;
- The Washington Consumer Protection Act, Chapter 19.86 RCW;
- The Washington Law Against Discrimination, Chapter 49.60 RCW;
- The Washington Equal Pay and Opportunities Act, Chapter 49.58 RCW;
- Any provision of Title 49 of the Revised Code of Washington;
- Any provision of Title 296 of the Washington Administrative Code;
- Any federal, state, or local law, rule, regulation, or ordinance;
- Any contract or promise, express or implied;
- Any public policy, tort, or common law; and
- Any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in the above-described matters.

2. **Claims Not Released.** Notwithstanding the foregoing, I understand that this Full Release of Claims does not waive any rights I may have to pursue claims which by law cannot be waived by signing this Full Release of Claims.

3. **Governmental Agencies.** Nothing in this Full Release of Claims prohibits, prevents, or otherwise limits me from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., EEOC, NLRB, SEC), nor does anything in this Full Release of Claims preclude, prohibit or otherwise limit, in any way, my right and ability to contact, communicate with or report unlawful conduct to any federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, I agree that if such an administrative charge or complaint is made, I shall not be entitled to recover any individual monetary relief or other individual remedies.

4. **Medicare Status and Satisfaction of Any Medicare Reimbursement Obligation.** Plaintiff attests that the claims made and released in this Agreement are not related to any illness or injury for which Plaintiff would apply or receive Medicare benefits. Plaintiff understands that she is required by law to disclose this information to the Defendants in connection with this Agreement. Plaintiff understands that failure to do so may result in penalties being assessed against Plaintiff, the parties, and attorneys. Plaintiff and Plaintiff's attorneys declare and warrant that they are aware of the requirements of the Medicare Secondary Payer Act ("MSP"). Plaintiff understands that Medicare has an interest in recovering any benefits paid when it is used as a source of secondary payment. Plaintiff and Plaintiff's attorneys therefore agree to release, hold harmless, and indemnify Released Parties, from any remedies, reprisals, or penalties that result from Plaintiff's failure to disclose or release Plaintiff's status as a Medicare beneficiary. If any of the above information provided by Plaintiff is false or incorrect, Plaintiff shall be solely liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. Plaintiff acknowledges that Medicare may require Plaintiff to exhaust the entire settlement proceeds on Medicare covered expenses should Plaintiff become Medicare eligible within thirty (30) months. Plaintiff waives any claims for damages, including a private cause of action provided in the MSP, 42 U.S.C. § 1395y(b)(3)(A), should Medicare deny coverage for any reason, including the failure to establish a set aside allocation to protect Medicare's interest.

5. I further agree that I shall not apply for future employment with any restaurant owned by the Mesk Entities and/or Mohamad or Elina Khadar. I understand that if I unknowingly apply to a restaurant owned by a Mesk Investment entity and/or Mohamad or Elina Khadar, my application will be withdrawn, and I will not be considered for employment.

AGREED, UNDERSTOOD, AND VOLUNTARILY EXECUTED AS OF THE DATE BELOW.

Dated: \_\_\_\_\_ 2025

\_\_\_\_\_  
Meghan McClendon

# **EXHIBIT B**

## **CLASS NOTICE**

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

**NOTICE OF CLASS ACTION SETTLEMENT**

***McClendon v. Mesk Investment Lakewood, Inc., et al.***

**Case No. 23-2-22579-1 KNT**

**You may be eligible for a payment estimated to be \$1,398.09 from a class action settlement relating to your application for employment with Mesk Investment dba IHOP.**

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

- An applicant for employment Meghan McClendon (“Plaintiff”), filed a lawsuit against Mesk Investment Lakewood, Inc; Mesk Investment 3708 LLC; Mesk Investment NW, LLC; Mesk Investment #2047, LLC; Mesk Investment 2129, LLC; Mesk Investment 3440, LLC; Mesk Investment 3634 LLC; Mesk Investment 3639, LLC; Mesk Investment 3835 LLC; Mesk Investment 628, LLC; Mesk Investment 3430, LLC; Mesk Investment 664 LLC; Mesk Investment 3851 LLC; Mesk Investment 3853 LLC; and Mesk Investment1 LLC (“Defendants,” and collectively with Plaintiff, the “Parties”) on behalf of herself and a class of allegedly similarly situated applicants. The lawsuit, *McClendon v. Mesk Investment Lakewood, Inc., et al.*, Case No. 23-2-22579-1 KNT (the “Lawsuit”) is currently pending in King County Superior Court. Plaintiff claimed in the lawsuit that Defendants’ job postings for open positions in Washington did not disclose the wage scale or salary range being offered and/or general description of benefits and other compensation offered in violation of the pay transparency provisions of the Washington Equal Pay and Opportunities Act, RCW 49.58.110. Defendants dispute Plaintiff’s claims and contend they have not violated any law and Plaintiff’s claims are without merit.
- The Court has not made any determinations regarding the merits of the Plaintiff’s claims and it has not decided whether Defendants violated the law.
- The Parties to the Lawsuit have reached a proposed Class Action Settlement. The Proposed Class Action Settlement includes a payment of \$4,096,705.00(the “Minimum Settlement Fund”) and a maximum of \$6,298,000 (the “Maximum Settlement Fund”) by Defendants, depending on the number of claims submitted. On <<preliminary approval date>>, the Court issued an order preliminarily approving the settlement and authorizing the Settlement Administrator Simpluris, Inc. (“Settlement Administrator”) to issue this Notice and Claim Form.
- You are receiving this Notice because Defendants’ records indicate you are a member of the Settlement Class and are therefore eligible to participate in the settlement. “Settlement Class Members” include “Plaintiff and all individuals who, from January 1, 2023, through the November 30, 2023, applied for a job opening in the State of Washington with Defendants where the job posting did not disclose the wage scale or salary range and/or a general description of benefits for the position or other compensation for the position.”
- The Court still has to decide whether to approve the settlement. No settlement benefits or payments will be provided unless the Court approves the settlement, and it becomes final.
- Please read this Notice carefully. Your legal rights are affected regardless of whether you act or do not act. For complete details, please see the Settlement Agreement, the terms of which control, available at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>SUBMIT A CLAIM FORM</b>	This is the only way you are eligible to receive a payment from this settlement. The deadline to submit a Claim Form is <b>&lt;&lt;Claims Deadline&gt;&gt;</b> . <b>Instructions for submitting your Claim Form are in Section 7 of this Notice.</b>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	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 Defendants about the same legal claims in this Lawsuit. The deadline to request exclusion from the settlement is <b>&lt;&lt;Opt-Out Deadline&gt;&gt;</b> .
<b>OBJECT TO THE SETTLEMENT</b>	You may 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 <b>&lt;&lt;Objection Deadline&gt;&gt;</b> .
<b>ATTEND THE FINAL APPROVAL HEARING</b>	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 [ ] at [ ] <b>A.M./P.M.</b>
<b>DO NOTHING</b>	If you do nothing, you will remain in the Settlement Class, but you will not receive an individual payment and you will give up any right to sue Defendants, and certain parties related to Defendants, about the claims that have been or could have been asserted based on the facts alleged 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 settlement with Defendants. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment as part of the settlement. This Notice explains the Lawsuit, the Class Settlement Agreement (“Settlement Agreement”), and your legal rights.

Judge Annette Messitt of King County Superior Court is overseeing this class action. The case is titled *McClendon v. Mesk Investment Lakewood, Inc. et al.*, Case No. 23-2-22579-1 KNT.

Meghan McClendon is the Plaintiff or Class Representative. The companies she sued, or the Defendants are Mesk Investments Lakewood, Inc; Mesk Investment 3708 LLC; Mesk Investment NW, LLC; Mesk Investment #2047, LLC; Mesk Investment 2129, LLC; Mesk Investment 3440, LLC; Mesk Investment 3634 LLC; Mesk Investment 3639, LLC; Mesk Investment 3835 LLC; Mesk Investment 628, LLC; Mesk Investment 3430, LLC; Mesk Investment 664 LLC; Mesk Investment 3851 LLC; Mesk Investment 3853 LLC; and Mesk Investment1 LLC.

### 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 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 Defendants violated Washington law, RCW 49.58.110, when they allegedly did not disclose the wage scale or salary range being offered on job postings for open positions. Defendants deny that they are or can be held liable for the claims made in the Lawsuit. More information about the Lawsuit can be found in the “Documents” section of the Settlement Website at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

### 4. Why is there a settlement?

The Court has not decided whether the Plaintiff or Defendants should win this case. Instead, both sides agreed to this settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class members will get a payment now rather than years later—if ever. The Plaintiff and Class Counsel (the 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 Defendants.

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

Defendants’ records show you submitted an application for a job opening in Washington State between January 1, 2023, and November 30, 2025 (the “Settlement Class Period”) where the job posting did not disclose the wage scale or salary range for the position.

If you are still not sure whether you are included, you can review your own records or you can contact the Settlement Administrator by calling toll-free at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX), emailing [<<Settlement Administrator Email>>](mailto:<<Settlement Administrator Email>>), or by visiting the Settlement Website at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

All Settlement Class Members who submit a timely, valid Claim Form are eligible to receive an equal share of the Class Fund, up to \$5,000, depending on how many Settlement Members submit a Claim Form. **Your estimated payment amount is on the Claim Form you received with this Notice.**

Settlement payments will be characterized as non-wage damages (1099).

### 7. How do I receive a payment?

To qualify for a settlement payment, you must complete the enclosed Claim Form and submit it by mail, **postmarked on or before <<Claims Deadline>>**, to:

[<<Settlement Administrator Name>>](mailto:<<Settlement Administrator Name>>)  
[<<Settlement Administrator Address>>](mailto:<<Settlement Administrator Address>>)  
[<<Settlement Administrator email>>](mailto:<<Settlement Administrator email>>)  
[<<Settlement Administrator Phone>>](tel:<<Settlement Administrator Phone>>)



Claims will be subject to a verification process and the Settlement Administrator may request additional information. **All Claim Forms must be submitted or postmarked on or before <<Claims Deadline>>.**

To ensure you receive your payment, you **must** contact the Settlement Administrator if your address or phone number changes at any time.

#### **8. When will I get my payment?**

The Final Approval Hearing (the hearing to consider the fairness of the settlement) is scheduled for [redacted] at [redacted] **A.M./P.M.** If the Court approves the settlement, eligible Settlement Class members who submitted a timely, valid Claim Form will be mailed a check after all appeals and other reviews, if any, are completed. Please be patient. All checks will expire and become void 181 days after the date of issuance. Uncashed checks will be sent to the State of Washington pursuant to Washington's Unclaimed Property Act (RCW 63.29, et seq).

#### **9. Will Defendants retaliate against me if I participate in the settlement?**

No. Defendants support 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 Defendants or Defendants' 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 Timothy Emery, Patrick B. Reddy, and Paul Cipriani of Emery Reddy, PLLC as Class Counsel to represent the Settlement Class. Their contact information is:

Emery Reddy, PLLC  
600 Stewart Street, Suite 1100  
Seattle, WA 98101  
Phone: (206) 442-9106

**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 Representative be paid?**

Class Counsel will ask the Court to approve, and Defendants agree not to oppose, an award of attorneys' fees in the amount of \$1,857,910, to be paid from the Settlement Fund. Class Counsel will also request a service award for Plaintiff in the amount of \$30,000, 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 award.

## 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, Defendants will be “released” from claims as described in Paragraph 18 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 timely, valid request for exclusion in accordance with the procedures set forth in Paragraph 14(b) will be deemed for all purposes to have released, waived, and forever discharged: (i) Defendants and each of their 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 Defendants 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 Defendants’ 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, (iii) any individuals or entities that assisted Defendants 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 Defendants 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 any and all claims that arose during the Settlement Class Period that were or could have been asserted against the Released Parties by Plaintiff and members of the Settlement Class based on 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 the Released Parties’ 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 also 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 Defendants described in the Settlement Agreement for any released 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 claims against the Released Parties. Any potential Settlement Class Member

who requests exclusion by the applicable deadline will not be 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, 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 Defendants 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, you will not be in the Settlement Class, you will not release claims against Defendants, and you 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 **<<Opt-Out Deadline>>**, to the Settlement Administrator at the following address:

**<<Settlement Administrator Name>>**  
**<<Settlement Administrator Address>>**

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 *McClendon v. Mesk Investment Lakewood, Inc.*, Case No. 23-2-22579-1 KNT."); 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 Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims being resolved by this settlement even if you do not submit a Claim Form.

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

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

### 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 a written notice with the Court stating that you object to the settlement in *McClendon v. Mesk Investment Lakewood, Inc.*, Case No. 23-2-22579-1 KNT, no later than

**<<Objection Deadline>>**. 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 Third Avenue, Room E-609  
Seattle, WA 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 both Class Counsel and Defendants' Counsel at the addresses listed below, postmarked no later than **<<Objection Deadline>>**:

Class Counsel	Defendants' Counsel
Timothy W. Emery Patrick B. Reddy Paul Cipriani <b>Emery Reddy, PLLC</b> 600 Stewart Street Suite 1100 Seattle, WA 98101	Catharine Morisset Ryan Jones <b>Fisher Phillips, LLP</b> 1700 7 <sup>th</sup> Avenue, Suite 2100 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 [ ] at [ ] **A.M./P.M.** in **King** County Superior Court, [ ] Courthouse, **516 Third Avenue, Room [ ]**, **Seattle**, Washington [ ].

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 Plaintiff's service award.

**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, [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com), or through the Court's publicly available docket. You should check the Settlement Website or the Court's docket to confirm the date and time have not been changed.

## **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 file 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 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 [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

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

<<Settlement Administrator Name>>  
<<Settlement Administrator Address>>  
<<Settlement Administrator Phone>>  
<<Settlement Administrator Email>>

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

# **EXHIBIT C**

---

## **CLAIM FORM**

<ClaimID>  
<FirstName> <LastName>  
<Address1>  
<Address2>  
<City> <State> <Zip>

### **CLAIM FORM**

If you wish to receive a settlement payment as part of the class action settlement in *McClendon v. Mesk Investment Lakewood, Inc. et al.*, King County Superior Court Case No. 23-2-22579-1 KNT, you must provide the information requested below. Please type or print clearly in blue or black ink.

This Claim Form must be submitted by mail and postmarked no later than **<<Claims Deadline>>** to:

**<<Settlement Administrator>>**  
**<<Settlement Administrator Address>>**  
**<<Settlement Administrator Address>>**  
**<<Settlement Administrator Email>>**

The Notice you received with this Claim Form describes your legal rights and options. Please visit the official settlement website, [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com), or call or email the Settlement Administrator, **<<NAME>>**, at **<<Phone>>** or **<<email>>** for more information. If your address or contact information changes, you must update the Settlement Administrator as soon as possible to ensure you receive your payment.

#### **1. Estimated Settlement Payment**

Your estimated settlement payment is \$ **<<Amount>>**. This amount is characterized as non-wage damages (1099).

#### **2. Settlement Class Member Information**

I declare under penalty of perjury under the laws of the State of Washington that the information supplied in this Claim Form is true and correct to the best of my knowledge, and that this Claim Form was executed on the date set forth below.

I qualify as a Settlement Class Member as defined in the Notice and am eligible to assert a claim for damages under RCW 49.58.110. I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

I authorize the settlement payment to be addressed and mailed as stated below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date of Birth (if under the age of 18)

\_\_\_\_\_  
Social Security Number (Optional)

\_\_\_\_\_  
Signature of Parent or Guardian (if under 18)

\_\_\_\_\_  
Date Signed by Parent or Guardian (if under 18)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**CLAIM FORMS POSTMARKED AFTER **<<CLAIMS DEADLINE>>** WILL NOT BE VALID. IF YOUR CLAIM FORM IS NOT POSTMARKED BY THE DEADLINE, YOU WILL NOT RECEIVE ANY PAYMENT.**