

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

SPENCER V. SIEMENS CORPORATION, ET AL., CASE NO. 24-2-15730-1 SEA

NOTICE OF CLASS ACTION SETTLEMENT

You may be eligible for an estimated payment of \$1,378.57, and no more than \$5,000, from a class action settlement relating to your application for employment with one of the Defendants in the above action. The King County Superior Court authorized this Notice. You are not being sued. This is not a solicitation from an attorney.

- Shannon Spencer (“**Plaintiff**” or “**Class Representative**”), filed a lawsuit against separate legal entities Siemens Corporation; Siemens Industry, Inc.; Siemens Industry Software Inc.; Siemens Medical Solutions USA, Inc.; Siemens Financial Services, Inc.; and Siemens Mobility, Inc. (“**Defendants**” and collectively with Plaintiff, the “**Parties**”) on behalf of himself and a class of allegedly similarly situated applicants. The lawsuit, *Spencer v. Siemens Corporation, et al.*, No. 24-2-15730-1 SEA (the “**Lawsuit**”) is currently pending in the King County Superior Court. Plaintiff claimed in the lawsuit that Defendants’ job postings for open positions in Washington did not disclose legally-required information, including but not limited to the wage scale or salary range being offered. Defendants dispute Plaintiff’s claims, Defendants contend neither they nor any of the Releasees (defined below) have violated any law (including federal, state, or local laws), and Defendants would have vigorously defended themselves against such claims absent this Settlement.
- The Court has not made any determinations regarding the merits of Plaintiff’s claims or Defendants’ defenses, and it has not decided whether anyone has violated any law.
- The Parties to the Lawsuit have reached a proposed Class Action Settlement, which includes a total gross payment by Defendants of a minimum of \$2,293,748.75 to a maximum of \$3,500,000.00, depending on how many Class Members submit a claim. On June 24, 2025, the Court issued an order preliminarily approving the Settlement and authorizing Simpluris, Inc. (the “**Settlement Administrator**”) to issue this Notice and Claim Form.
- You are receiving this Notice because Defendants’ records indicate you are eligible to participate in the Class Action Settlement as a member of the Settlement Class. “**Settlement Class Members**” include “All applicants who, from January 1, 2023, through the date notice is provided to the Class, applied for a job opening in the State of Washington with one or more Defendants, where the job posting did not disclose the wage scale or salary range.”
- The Court still must decide whether to approve the Settlement. No 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 not. For complete details, please see the Settlement Agreement, the terms of which control, available at www.SEPOASettlement.com.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way you are eligible to receive any payment from this Settlement. The deadline to submit a Claim Form is September 29, 2025 . You may submit your claim online by visiting www.SEPOASettlement.com and using the following information: Unique ID: «ClaimLoginID» PIN: «ClaimLoginPIN»
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	Alternatively, you may send your Claim Form to the Settlement Administrator by mail or email (at the addresses provided below).
OBJECT TO THE SETTLEMENT	You may write to the Court and attorneys for the Parties, 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 September 29, 2025 .
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing is scheduled for, and likely will be held on, November 21, 2025, at 9:00 A.M.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you request to be excluded from this Settlement (you “ opt out ”), you will no longer be in the Settlement Class and you will not receive any Settlement payment. This is the only option that allows you to keep any right to sue any Defendant or Releasee (defined below) about the legal claims in this Lawsuit. The deadline to request exclusion from the Settlement is September 29, 2025 .
DO NOTHING	If you do nothing, you will remain in the Settlement Class, you will forfeit the opportunity to receive an individual payment, and you will give up any right to sue Defendants and certain other released parties (or Releasees, as defined below) about any and all claims that were or could have been asserted based on the facts alleged in the 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 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 Action Settlement Agreement (“**Settlement Agreement**”), and your legal rights. Judge Taki Flevaris of King County Superior Court is overseeing the Settlement of this Lawsuit. Shannon Spencer is the Plaintiff or Class Representative. Defendants are Siemens Corporation; Siemens Industry, Inc.; Siemens Industry Software Inc.; Siemens Medical Solutions USA, Inc.; Siemens Financial Services, Inc.; and Siemens Mobility, Inc.

2. What is a class action?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have allegedly 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 specifically comply with the instructions for excluding themselves from (or opting out of) 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 required information (including but not limited to the wage scale or salary range being offered) on authorized job postings for open positions. Defendants deny that they (a) violated any federal, state, or local law in any manner; (b) are, or can be, held liable for the claims made in the Lawsuit; and (c) are joint employers with any other entity. Further, the Court has not made any determination that any Plaintiff or Class Member is entitled to any payment or that Defendants violated any federal, state, or local law in any manner. More information

about the Lawsuit can be found in the “**Important Documents**” section of the Settlement Website at www.SEPOASettlement.com.

4. Why is there a Settlement?

The Court has not decided whether Plaintiff or Defendants should win this lawsuit. Instead, the Parties agreed to this Settlement to avoid the uncertainty, risks, time, and expense of ongoing litigation, and to allow Settlement Class Members the opportunity to get compensation now rather than years later—if ever. Plaintiff and Class Counsel (the attorneys for the Settlement Class Members) agree the Settlement is in the best interests of the Settlement Class.

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

Defendants’ records show you are part of the Settlement Class because you are lawfully available, reside in the United States currently and at the time the alleged application was submitted, were and currently are legally eligible to work in the United States, you applied for an open job in the State of Washington with one or more of Defendants between January 1, 2023 and June 24, 2025 (the “**Settlement Class Period**”), you did not voluntarily withdraw from the hiring process, and the authorized job posting through which you applied did not disclose the wage scale or salary range for the position when you applied. If you are not sure whether you are included, you can contact the Settlement Administrator by calling (toll-free) **1-833-360-6892**, emailing Info@SEPOASettlement.com, or visiting the Settlement Website at www.SEPOASettlement.com.

Anyone who believes he or she should have been included in the Settlement Class, but who did not receive a copy of this Notice, must contact the Settlement Administrator immediately by calling (toll-free) **1-833-360-6892**, emailing Info@SEPOASettlement.com, or visiting the Settlement Website at www.SEPOASettlement.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 a maximum of \$5,000.00. Your *estimated* payment amount is included on the Claim Form you received with this Notice. Settlement payments will be characterized as non-wage damages (reported on an IRS Form 1099).

7. How do I request to receive a payment?

To request a Settlement payment, you must complete the enclosed Claim Form and email it to the Settlement Administrator at Info@SEPOASettlement.com on or before **September 29, 2025**, or send it by First Class mail (**postmarked on or before September 29, 2025**) to the Settlement Administrator at:

Spencer v. Siemens Corporation et al
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799

Alternatively, you can complete your Claim Form online at www.SEPOASettlement.com by using Unique ID: «**ClaimLoginID**», PIN: «**ClaimLoginPIN**». 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 September 29, 2025.** To ensure you receive your payment, you **must** contact the Settlement Administrator if your address or phone number changes at any time.

You may call the Settlement Administrator (toll free) at 1-833-360-6892.

8. When will I get my payment?

The Final Approval Hearing (the hearing to consider the fairness of the Settlement) is scheduled for **November 21, 2025, at 9:00 A.M.** If the Court approves the Settlement, eligible Settlement Class Members who submitted timely, valid Claim Forms will be mailed Settlement Checks after all appeals and other reviews, if any, are completed. **Please be patient.** Please also note that all checks will expire and become void 180 days after the date of issuance.

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, objecting to, or opting out of the Settlement. Your decision to participate, not participate, or object to the Settlement will not affect any current or future application for employment or employment with Defendants.

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 do not 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 assist you, including 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 \$1,032,500.00, plus costs and expenses of \$5,000.00, to be paid from the Settlement Fund. Class Counsel also will request a service award payment for Plaintiff in an amount of \$25,000.00, 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 for Plaintiff. The Court may award less than the amounts requested. Whether the Settlement will be finally approved, and payments to any Class Members will be made, does not depend on whether or how much the Court awards in attorneys' fees, costs, and expenses, or the service award.

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 all of the claims in the Lawsuit will be permanently dismissed. Specifically, Defendants will be “released” from claims as described in Paragraph 20 of the Settlement Agreement, which states that:

Upon final approval of this Settlement Agreement by the Court and provided the Settlement Class Member does not submit a timely, valid request for exclusion in accordance with the procedures set forth in Paragraph 15(b), each Settlement Class Member (including but not limited to their respective heirs, descendants, dependents, executors, administrators, successors, and assigns (“**Releasors**”)) will be deemed for all purposes to have fully and finally released, waived, and forever discharged (a) Defendants; (b) Defendants’ present and former parents, subsidiaries, siblings, and affiliates (including, without limitation, Siemens Advanta Solutions Corp., Siemens Energy Demag Delaval Turbomachinery, Inc., Siemens Energy Generation Services Company, Siemens Energy Staffing, Inc., Siemens Energy, Inc., Siemens Gamesa Renewable Energy, Inc., Siemens Government Technologies, Inc., Siemens Healthcare Diagnostics Inc., and Siemens Logistics, LLC); (c) Defendants’ and all preceding entities’ divisions, members, joint venture partners, predecessors, successors, and merged entity or entities; (d) Defendants’ and all preceding entities’ present and former officers, partners, directors, employees, agents, attorneys, shareholders, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, (e) Defendants and all persons or entities acting by, through, under, or in concert with any of the Defendants, all preceding entities, or all preceding individuals, and (f) any Defendant, individual, or entity that could ever arguably, allegedly, or potentially be deemed jointly liable with any of Defendants, all preceding entities, or all preceding individuals (collectively, the “**Releasees**”), of and from any and all claims including, but not limited to those arising out of or relating to a violation of RCW 49.58.110 (or similar federal, state, or local law), and any attendant claims for relief under RCW 49.58.070 (or similar federal, state, or local law), such as interest, liquidated damages, exemplary damages, statutory damages, and attorneys’ fees and costs, that arose during the Settlement Class Period, including but not limited to the claims that were or could have been asserted against Defendants or Releasees by Plaintiff and members of the Settlement Class in the Complaint (the “**Released Class Claims**”). This Settlement is intended to include in its effect all claims identified in this Paragraph, even if Plaintiff, the Settlement Class Members, or the Releasors (individually or collectively) do not know or suspect they exist. Plaintiff, the Settlement Class Members, and the Releasors further covenant that they will not participate in any other lawsuit or legal action against Defendants or the Releasees for the Released Class Claims released by this Settlement Agreement, and will dismiss, or exclude or withdraw themselves from, any matter or class action of which they become aware that is asserting Released Class Claims released by this Settlement Agreement.

By being part of the Settlement, the Settlement Class Members agree that they cannot sue or seek recovery against Defendants or Releasees as described in the Settlement Agreement for any released claims.

Participating in the Settlement does not waive claims outside the release. Any potential Settlement Class member who does not request exclusion from (or to opt out of) the Settlement by the applicable deadline will be a Settlement Class Member and will be considered to have accepted this release and to have waived any and all of the released claims against Defendants and the Releasees on behalf of themselves and the Releasors. Any potential Settlement Class Member who requests exclusion from (or who opts out of) the Settlement 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 of claims against Defendants and the Releasees. You will be deemed to have participated in the Settlement and will be subject to the provisions of the release in Section 12 of this Notice (and Paragraph 20 of the Settlement Agreement). Unless you exclude yourself (or opt out), neither you nor the Releasors will be able to file a lawsuit or be part of any other lawsuit against Defendants or the Releasees 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 any 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 (or to opt out of) the Settlement, you must send a letter, postmarked no later than **September 29, 2025**, to the Settlement Administrator at the following address:

Spencer v. Siemens Corporation et al
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799

To be considered a valid request for exclusion, you **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 *Spencer v. Siemens Corporation et al.*"); 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 and your Releasors give up any and all rights to sue Defendants or the Releasees for the claims 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 (opt out), you will not be entitled to any payment under this Settlement. You must not submit a Claim Form to ask for a payment if you exclude yourself or opt out of the Settlement.

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, in whole

or in part, by filing an objection. To object, you must file written notice with the Court stating that you object to the Settlement in *Spencer v. Siemens Corporation, et al.*, no later than **September 29, 2025**. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to King County Superior Court at the following address:

King County Superior Court
401 Fourth Avenue N, Room 2C
Seattle, WA 98032

If an attorney represents you, your attorney may file your objection through the Court's e-filing system (consistent with the Court's rules).

To be valid, your objection must be in writing and include: (i) your full name, address, telephone number, and e-mail 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; and (vi) 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 all supporting documents to both Class Counsel and Defendants' Counsel at the addresses listed below, postmarked no later than **September 29, 2025**:

Class Counsel	Defendants' Counsel
Timothy W. Emery Patrick B. Reddy Paul Cipriani Emery Reddy, PLLC 600 Stewart Street Suite 1100 Seattle, WA 98101	Jack Blum Denise K. Drake Clayton Nedza Polsinelli PC 900 W 48 th Place, Suite 900 Kansas City, MO 64112 Jane Pearson Jessica Andrade Polsinelli PC 1000 Second Avenue, Suite 3500 Seattle, WA 98104

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object **only** if you stay in the Settlement Class.

Excluding yourself from the Settlement Class tells the Court that you do not want to be part of the Settlement Class and you do not want to receive any payment from this Settlement. If you exclude yourself, you have no basis to object because this case and Settlement no longer affect 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 scheduled the Final Approval Hearing for **November 21, 2025 at 9:00 A.M.** in King County Superior Court, Maleng Regional Justice Center, 401 4th Avenue N, Room 4F, Kent, Washington 98032.

The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the 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 on the Settlement Website, **www.SEPOASettlement.com**, or through the Court's publicly-available docket. You should check the Settlement Website and the Court's docket regularly to confirm the date and time of the hearing have not 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 do not 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 hire an attorney to assist you, or to attend the hearing on your behalf, at your own expense, but this is not required.

22. May I speak at the hearing?

Yes. If you do **not** exclude yourself (opt out) 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.SEPOASettlement.com**.

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

Spencer v. Siemens Corporation et al
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Phone: 1-833-360-6892
Email: Info@SEPOASettlement.com

PLEASE DO NOT CALL, EMAIL, OR CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR COUNSEL FOR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.