

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

NOTICE OF CLASS ACTION SETTLEMENT

You are eligible for a class action settlement payment of approximately \$ in relation to your employment application with Saint-Gobain Adfors America, Inc.; Saint-Gobain Abrasives, Inc.; Saint-Gobain Ceramics & Plastics, Inc.; Saint-Gobain Performance Plastics Corporation; Saint-Gobain Shared Services Corporation; Vetrotech Saint-Gobain North America, Inc.; and CertainTeed Gypsum Manufacturing, Inc. (collectively, “Defendants”). King County Superior Court authorized this notice. You are not being sued.

- Kyle Mitchell (“Plaintiff”) filed a lawsuit against Defendants on behalf of himself and a class of similarly situated applicants for employment for alleged violations of the pay transparency provision of the Washington Equal Pay and Opportunities Act, RCW 49.58.110. The lawsuit, *Kyle Mitchell v. Saint-Gobain Adfors America, Inc. et al.*, is currently pending in King County Superior Court as Case Number 24-2-26966-5 SEA (the “Lawsuit”) before Judge Jessica Manca. The Court has not made any determinations regarding the merits of the Lawsuit.
- The Parties have reached a proposed settlement which includes a payment by Defendants of \$1,628,000.00. On August 10, 2026, the Court issued an order preliminarily approving the settlement and authorizing the Settlement Administrator, Simpluris, Inc. (“Settlement Administrator”), to issue this Notice.
- You are receiving this Notice because Defendants’ records indicate you are a settlement class member. “Settlement Class Members” are defined as “Plaintiff and all individuals who, from January 1, 2023, through July 26, 2025, applied for a job opening in the State of Washington with the same employer to which Plaintiff applied, where the job posting did not disclose a wage scale or salary range, and a general description of benefits and other compensation to be offered to a hired applicant.”
- 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. Read this Notice carefully. Your legal rights are affected regardless of whether you act or not. For more information, visit www.EPOASettlementSGAAI.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
PROVIDE/UPDATE VALID MAILING ADDRESS	To receive your settlement payment, you must ensure the Settlement Administrator has your updated and valid mailing address. Please use your Login ID and PIN to update how you would like to receive your settlement award. Please make any desired changes before October 8, 2026 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	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 October 8, 2026.
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the settlement. You must not exclude yourself from the settlement if you wish to object. The deadline to object is October 8, 2026.
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held before Judge Jessica Manca on January 15, 2027, at 10:00 A.M.

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 are 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.

The Honorable Jessica Manca of King County Superior Court is overseeing this Lawsuit, which is titled *Kyle Mitchell v. Saint-Gobain Adfors America, Inc. et al.*, No. 24-2-26966-5 SEA, King County Superior Court. Kyle Mitchell is the Plaintiff or Class Representative. The companies he sued, Saint-Gobain Adfors America, Inc.; Saint-Gobain Abrasives, Inc.; Saint-Gobain Ceramics & Plastics, Inc.; Saint-Gobain Performance Plastics Corporation; Saint-Gobain Shared Services Corporation; Vetrotech Saint-Gobain North America, Inc.; and CertainTeed Gypsum Manufacturing, Inc., are the Defendants.

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 Defendants violated Washington law, RCW 49.58.110, by allegedly failing to disclose pay and benefits information on job postings for open Washington 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 “Important Documents” section of the Settlement Website at www.EPOASettlementSGAAI.com.

4. Why is there a settlement?

The Court has not decided who should win this case. Instead, the parties agreed to this settlement to avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. Plaintiff and Class Counsel (attorneys for the Settlement Class Members) agree that the settlement is in the best interests of the Settlement Class. 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 are part of the Settlement Class because you applied for a job opening in Washington with the same employer to which Plaintiff applied between January 1, 2023, and July 26, 2026 (the “Settlement Class Period”), where the job posting did not disclose pay or benefits information. If you are not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at **1-(833) 200-7779**, emailing info@EPOASettlementSGAAI.com or by visiting the Settlement Website at www.EPOASettlementSGAAI.com.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

All Settlement Class Members who do not opt out are eligible to receive an equal share of the Class Fund. Your estimated payment amount is \$. Settlement payments will be characterized as non-wage damages (1099).

7. How do I receive a payment?

To ensure you receive your payment, you must confirm the Settlement Administrator has your current mailing address. You must also contact the Settlement Administrator if your address or phone number changes at any time.

Please use your Login ID and PIN to update how you would like to receive your settlement award. Please make any desired changes before **October 8, 2026**.

If the Settlement Administrator does not have your current mailing address, you may not receive your settlement payment. To provide and/or update your current mailing address, you must contact the Settlement Administrator (contact information below), or you may submit the Address Form that accompanies this Notice. The Address Form can be submitted to the Settlement Administrator by mail or email at:

Mitchell v. Saint-Gobain Adfors America, Inc. et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
info@EPOASettlementSGAAI.com

8. When will I get my payment?

The Final Approval Hearing (the hearing to consider the fairness of the settlement) is scheduled for **January 15, 2027, at 10:00 A.M.** If the Court approves the settlement, Settlement Class Members will be sent an individual settlement payment after all appeals and other reviews, if any, are completed. Please be patient. All individual settlement payments will expire and become void 180 calendar 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. Your decision will not affect any application for employment with Defendants or Defendants' treatment of you as a prospective, 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, PC as Class Counsel to represent the Settlement Class. Their contact information is:

Emery Reddy, PC
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 \$542,666.66, plus costs and expenses of up to \$5,000, to be paid from the Settlement Fund. Class Counsel will also request a service award for Plaintiff in the amount of \$20,000, 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 19 of the Settlement Agreement, which states:

Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not request exclusion in accordance with the procedures set forth above will release (i) Defendants and their 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), joint venturers, joint employers, alter-egos, divisions, insurers, reinsurers, insurance policies and benefit plans, (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, insurers, reinsurers, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (the "Released Parties") from all claims during the Settlement Class Period that were asserted against Defendants by Plaintiff and Settlement Class Members in connection with Defendants' alleged violation of the pay transparency provision

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 is not a Settlement Class Member, will not be subject to the release, and will not receive any payment.

13. What happens if I do nothing?

If you do nothing, you will receive a 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, the Settlement Agreement, and its included release. You will be deemed to have participated in the settlement and will be subject to the provisions 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. However, you will not be in the Settlement Class, will not release claims against Defendants, and will not be legally bound by the Court’s judgments in this Lawsuit.

15. How do I request to be excluded?

To request to be excluded from the settlement, you must send a letter, postmarked no later than **October 8, 2026**., to the Settlement Administrator at the following address:

Mitchell v. Saint-Gobain Adfors America, Inc. et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

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 *Mitchell v. Saint-Gobain Adfors America, Inc. 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 give up any right to sue Defendants for the claims being resolved by this settlement.

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

No. If you exclude yourself, do cannot receive 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 written notice with the Court stating that you object to the settlement no later than **October 8, 2026**. 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 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; (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; and (vii) 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 **October 8, 2026**:

Class Counsel	Defendants' Counsel
Timothy W. Emery Patrick B. Reddy Paul Cipriani Emery Reddy, PC 600 Stewart Street, Suite 1100 Seattle, Washington 98101	Adam T. Pankratz Ogletree, Deakins, Nash, Smoak & Stewart, P.C. 1201 Third Avenue, Suite 5150 Seattle, Washington 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 before Judge Jessica Manca on **January 15, 2027, at 10:00 A.M.** in King County Superior Court, King County Courthouse, 516 Third Avenue, Room E-863, Seattle, WA 98104.

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

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

Mitchell v. Saint-Gobain Adfors America, Inc. et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
info@EPOASettlementSGAAI.com
1-(833) 200-7779

DO NOT CALL THE COURT, THE CLERK OF THE COURT, OR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT.