

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

### I. Recitals.

A. Introduction. This class action settlement agreement and release (the “Settlement Agreement”) is entered into this 26th day of March 2019 by and among Defendants Independent Brewers United, LLC and North American Breweries, Inc. (“Defendants”) and Named Plaintiffs Danielle Wilson, Mollie Brahan-Penberthy, and Brian Drew (“Plaintiffs”), who are acting both individually and in their capacities as representatives of the proposed Settlement Classes defined below in the action entitled *Wilson v. Independent Brewers United, LLC*, King County Superior Court (the “Court”) Cause No. 18-210442-4 SEA (the “Action”).

B. Purpose. Pursuant to the terms set forth below, Plaintiffs and Defendants (the “Parties”) enter into this Settlement Agreement to bring about a full, complete, and final resolution of all claims that are either alleged in the Action or could have been alleged in the Action based on the facts set forth in the Action, including, without limitation, any claims for damages, owed reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, charge backs, or liquidated damages and all claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, costs, expenses, attorneys’ fees, damages, obligations or liabilities of any and every kind, contingent or accrued, arising out of or related to the allegations asserted in the Action through the Effective Date of this Agreement. The Parties agree to settle the Action, subject to Court approval, pursuant to the provisions of this Settlement Agreement, which are set forth in detail below. The Parties judge the Settlement Agreement to provide fair, reasonable, and adequate relief to the Settlement Classes and to be in the best interests of the Settlement Classes.

C. Class Certification. For purposes of this Settlement, the Parties agree to certification of the Settlement Classes defined in Section II.A.4 below under CR 23(b)(3).

D. Investigations and Due Diligence. The Parties have conducted informal discovery and investigation of the facts and the law during their respective prosecution and defense of this Action. As part of this review and investigation, the Parties and their counsel have: (1) interviewed numerous witnesses, including employees of Defendants working at the Pyramid Alehouse located at 1201 First Avenue South, Seattle, WA 98134 (“Pyramid”); (2) collected, reviewed, and analyzed documents, time cards, payroll data, and other information concerning the composition of the Settlement Classes (as defined below), the merits of Plaintiffs’ claims and Defendants’ defenses, and the potential damages; and (3) amply considered and analyzed their respective claims or defenses.

E. Mediated Settlement Negotiations. The Parties engaged in settlement negotiations during a mediation held before experienced mediator Clifford Freed (the “Mediator”) on December 5, 2018. During that mediation, the Parties reached an agreement on the material

terms of the Settlement. All of the Parties' settlement negotiations have been conducted in good faith and at arm's length. Through their negotiations and mediation conference, the Parties have reached a class action settlement of this Action that they believe to be fair, adequate, reasonable, and in the best interests of the Plaintiffs and the Settlement Classes. This Settlement Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

## **II. Settlement Terms.**

### **A. Definitions.**

1. "Settlement" means the resolution of this Action under the terms set forth in this Settlement Agreement.

2. "Effective Date" of this Settlement Agreement shall be the later of either (1) the expiration of the time for filing an appeal from the Court's entry of a final judgment order (that is, thirty (30) days from entry of final judgment) or (2) if a timely appeal is made, ten (10) business days after the entry of a final order, not subject to further appeals, upholding the Final Approval Order.

3. "Settlement Administrator" means the third-party settlement administrator selected by Class Counsel, subject to the Court's approval.

4. "Settlement Classes" and "Members of the Settlement Classes" mean the following two defined groups: (1) the "Non-Exempt Employee Class," which is defined as all current and former non-exempt employees of Independent Brewers United, LLC (doing business as Pyramid Brewing) who have worked in the state of Washington between April 24, 2014 and December 5, 2018; and (2) the "Banquet Server Class," which is defined as all current and former nonmanagerial and nonsupervisory employees of Independent Brewers United, LLC (doing business as Pyramid Brewing) who have worked in the state of Washington as banquet employees between April 24, 2014 and December 5, 2018. Excluded from the Settlement Classes are any individuals who timely opt out of the Settlement of this Action.

5. "Settlement Class Period" means the period from April 24, 2014 to December 5, 2018.

6. The "Notice" or "Notice of Settlement" means the notice of this Settlement that is attached as Exhibit 1 and that the Parties intend to be mailed to Members of the Settlement Classes following the Court's entry of an order granting preliminary approval of the Settlement.

7. The "Initial Mailing Date" is the date the Settlement Administrator first mails the Notice of Settlement approved by the Court to all Members of the Settlement Classes.

8. The "Notice Deadline" is thirty (30) days after the Initial Mailing Date.

9. “Release” means the releases set forth in Section III of this Settlement Agreement.

10. “Class Counsel” means Toby J. Marshall of Terrell Marshall Law Group PLLC and Liz Ford of the Fair Work Center.

11. “Defense Counsel” means Chelsea D. Petersen, James Sanders, and Emily Bushaw of Perkins Coie.

12. “Final Approval Order” refers to an order by the Court that grants final approval of the Settlement and that includes a final judgment dismissing this Action with prejudice in accordance with the terms of this Settlement Agreement. The Final Approval Order shall include provisions dismissing with prejudice the claims brought against Defendants on behalf of Plaintiffs and Members of the Settlement Classes.

B. The Settlement Consideration.

1. Agreed Monetary Relief. Defendants agree to pay a total of \$450,000 (the “Common Fund Payment”) for a common fund class action settlement of this Action. The Common Fund Payment shall be used to satisfy all of the following: (1) the settlement awards to be paid to Members of the Settlement Classes (hereafter, the “Settlement Awards”); (2) all employee-side payroll taxes and withholdings associated with and deducted from the Settlement Awards; (3) the service awards to be paid to the named Plaintiffs (hereafter, the “Service Awards”); (4) the award of attorneys’ fees to be paid to Class Counsel (hereafter, the “Attorneys’ Fees Award”); (5) the award of expenses and costs of litigation to be paid to Class Counsel (hereafter the “Costs Award”); and (6) the award of settlement administration expenses (hereafter, the “Settlement Administration Expenses Award”), all as approved by the Court. Except as set forth in Section II.D.3., below, the Common Fund Payment is not subject to any reversion of funds to Defendants, such that the entire amount of the Common Fund Payment will be payable if the settlement is approved by the Court and the Effective Date occurs.

Within fourteen (14) days of the Effective Date of this Settlement Agreement, Defendants shall deposit the Common Fund Payment into a Qualified Settlement Fund (“QSF”) established by the Settlement Administrator for this Settlement. The Settlement Administrator shall be responsible for making the payments described above from the QSF.

Defendants are responsible for paying all employer-side taxes associated with the Settlement Awards made from the Common Fund Payment. Employer-side taxes paid by Defendants are not to be considered as a part of the Common Fund Payment; rather, Defendants’ payment of those taxes is separate from and in addition to the Common Fund Payment. Defendants shall make these employer-side tax payments to the Settlement Administrator, and the Settlement Administrator shall timely remit the tax payments to the government.

2. Agreed Training. Defendants will train Washington employees on the prohibition against off-the-clock work and will regularly remind employees that Defendants expect them to be clocked in whenever work is performed.

C. Distribution of the Common Fund Payment.

1. As part of the motion for final approval, Class Counsel will submit an application for an Attorneys' Fee Award of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00), which is twenty-five percent (25%) of the Common Fund Payment; an application for a Costs Award not to exceed Four Thousand Dollars (\$4,000.00); an application for a Settlement Administration Expenses Award not to exceed Eight Thousand Dollars (\$8,000.00); and an application for Service Awards not to exceed Three Thousand Dollars (\$3,000.00) for each Plaintiff (\$9,000 total). The amounts approved by the Court will be deducted from the Common Fund Payment, and the amount remaining after these deductions (the "Net Class Fund") shall be available to fund Settlement Awards to Members of the Settlement Classes.

2. Records Necessary for Calculating Settlement Awards. Subject to approval by the Court, the calculations of gross (pre-tax) Settlement Awards for Members of the Settlement Classes will be made by Class Counsel based on timekeeping, payroll, and other records that Defendants produced to Class Counsel for purposes of mediation, as updated through December 5, 2018 (the "Records"). Defendants shall provide the Records within fourteen (14) business days of the execution of this Agreement, and the updates shall include banquet service charges actually paid to each member of the Banquet Server Class between April 24, 2014 and December 31, 2016. Class Counsel is responsible for ensuring confidentiality of employee information.

3. Calculation of Settlement Awards. Class Counsel shall be responsible for calculating the gross amounts of the Settlement Awards for Members of the Settlement Classes in conformity with this Agreement. Such calculations will be subject to review by Defense Counsel. For purposes of calculating the aggregate proportional share of the Net Class Fund for each Member of the Settlement Classes and thus determining the Settlement Award to be paid to that member, the Net Class Fund will be allocated as follows:

a. Members of the Non-Exempt Employee Class shall be entitled to a proportional share of ninety-eight percent of the total Net Class Fund (the "Non-Exempt Employee Portion"). Members of the Non-Exempt Employee Class will be paid a pro rata share of the Non-Exempt Employee Portion based on Class Counsel's calculations of the damages for each member of the Non-Exempt Employee Class.

b. Members of the Banquet Server Class shall be entitled to a proportional share of two percent of the total Net Class Fund (the "Banquet Server Portion"). Members of the Banquet Server Class will be paid a pro rata share of the Banquet Server Portion based on banquet service charges actually paid to each member of the Banquet Server

Class between April 24, 2014 and December 31, 2016.

c. Class Counsel shall calculate the estimated gross Settlement Award for each Member of the Settlement Classes in accordance with Section II.C.2 above. Within five (5) days of the date the Court issues the Preliminary Approval Order, Class Counsel will produce a spreadsheet to Defense Counsel together with adequate supporting information and a description of the methodology used to prepare all such calculations. Defendants will have five (5) business days to review the spreadsheet and provide any proposed revisions to Class Counsel. No later than five (5) business days before the Initial Mailing Date, Class Counsel will produce a final spreadsheet to Defendants and the Settlement Administrator setting forth those estimated Settlement Awards. The Settlement Administrator will provide an individualized estimated gross Settlement Award on the Notice sent to each Member of the Settlement Classes.

d. Class Counsel shall calculate the final gross Settlement Award for each Member of the Settlement Classes in accordance with Section II.C.2 above. No later than seven (7) days after the Court issues the Final Approval Order, Class Counsel will produce a spreadsheet to Defense Counsel to review the Settlement Awards. No later than fourteen (14) days after the Court issues the Final Approval Order, Defendants will provide any proposed revisions to the Settlement Awards to Class Counsel. No later than twenty-one (21) days after the Court issues the Final Approval Order, Class Counsel will produce a final spreadsheet to Defendants and the Settlement Administrator setting forth the Settlement Awards for each Member of the Settlement Classes (the "Final Settlement Spreadsheet"). Class Counsel is solely responsible for the determination of the final gross Settlement Award for each Member of the Settlement Classes.

e. Members of the Settlement Classes shall not be required to complete a claim form in order to share in the Net Class Fund. A check representing each such member's Settlement Award shall be mailed to that member in accordance with the terms of this Settlement Agreement.

4. Wage Allocation of Settlement Awards. One hundred percent (100%) of the final Settlement Award to each Member of the Settlement Classes will be allocated to wage claims and thus will be subject to all employee payroll tax withholdings and employer payroll tax payments required by applicable law.

5. Employer-Side Taxes. Defendants shall be responsible for paying to the Settlement Administrator all required employer-side payroll taxes associated with the Settlement Awards to Members of the Settlement Classes. Defendants' payment of the required employer-side payroll taxes shall be separate from and in addition to the Common Fund Payment.

6. Wage Deductions, Award Payments, Tax Payments, and Tax Forms. After receiving the Final Settlement Spreadsheet, the Settlement Administrator will calculate and deduct employee-side payroll tax amounts, including income tax withholding and any other

required deductions. Within twenty-one (21) days of the date Defendants deposit the Common Fund Payment into the QSF, the Settlement Administrator shall issue a check to each Member of the Settlement Classes that identifies the member's gross award, all deductions, and the member's net recovery after those deductions are made. The Settlement Administrator shall be responsible for reporting all Settlement Award payments and for forwarding all employee-side payroll taxes, withholdings, and other deducted amounts associated with the Settlement Awards to the necessary government entities. The Settlement Administrator shall report the Settlement Awards on IRS Forms W-2. The Settlement Administrator shall also timely remit Defendants' employer-side tax payments to the appropriate government entities and provide Defendants' with prompt written notice of such remittal.

7. Attorneys' Fees and Litigation Costs. In conjunction with the hearing on final approval of this Settlement Agreement, Class Counsel shall apply to the Court for approval of the Attorneys' Fee Award of \$112,500, which is twenty-five percent (25%) of the Common Fund Payment, and a Costs Award of no more than \$4,000. Within ten (10) days of the date Defendants deposit the Common Fund Payment into the QSF, the Settlement Administrator shall disburse to Class Counsel the Attorneys' Fees Award and Costs Award approved by the Court.

8. Settlement Administration Expenses. In conjunction with the hearing on final approval of this Settlement Agreement, Class Counsel shall apply to the Court for an award to the Settlement Administrator of settlement administration expenses to be paid from the Common Fund Payment in accordance with Section II.C above. Within thirty (30) days of the date Defendants deposit the Common Fund Payment into the QSF, the Settlement Administrator shall disburse to itself the Settlement Administration Expenses Award approved by the Court.

9. Class Representative Service Award. Class Counsel shall, in conjunction with the hearing on final approval of this Settlement Agreement, apply to the Court for Service Awards of \$3,000 each for the Plaintiffs in accordance with Section II.C above. Within ten (10) days of the date Defendants deposit the Common Fund Payment into the QSF, the Settlement Administrator shall disburse to each Plaintiff the amount approved and awarded by the Court as a service award. The Settlement Administrator shall report the Service Awards (on which there will be no tax withholdings) on IRS Forms 1099 (marked "Other Income").

10. Disbursement of Residual Funds/Cy Pres. Members of the Settlement Classes shall have ninety (90) days from the mailing of the Settlement Award checks to cash their Settlement Award checks. If any Settlement Award check remains uncashed sixty (60) days after the mailing of the Settlement Award checks, the Settlement Administrator shall take reasonable actions to locate the respective Member of the Settlement Classes to provide the Settlement Award check. If any Settlement Award check remains uncashed ninety-one (91) days after the mailing of the Settlement Award checks, the funds associated with that Settlement Award check shall be deemed unclaimed and abandoned. No later than one hundred (100) days after the mailing of the Settlement Award checks, the Settlement Administrator shall cause all

unclaimed and abandoned funds (“Residual Funds”) to be distributed to the Legal Foundation of Washington. There shall be no reversion of any of the Common Fund Payment to Defendants.

D. Class Notice.

1. Approval of Notice. The Parties agree to request Court approval of the Notice of Settlement. The fact that the Court may require changes in the Notice does not invalidate this Settlement Agreement if the changes do not materially affect the substance of the Settlement Agreement.

2. Notice Procedures. The Notice of Settlement shall be provided using the following procedures:

a. Within ten (10) days of the date the Court issues the Preliminary Approval Order, Defendants shall produce to the Settlement Administrator an updated class list that includes social security numbers and last known mailing addresses, email addresses, and phone numbers for each Member of the Settlement Classes.

b. Within twenty (20) days of the date the Court issues the Preliminary Approval Order, the Settlement Administrator shall mail the Notice to all Members of the Settlement Classes and shall provide Class Counsel and Defense counsel with copies of the mail-merge spreadsheets used for the mailings, which will include the estimated settlement award for each Member of the Settlement Classes.

c. Before mailing the Notice, the Settlement Administrator will perform normal and customary address updates and verifications as necessary.

d. The Notice shall provide that Members of the Settlement Classes who wish to object to the Settlement must file with the Court and submit to Class Counsel and Defendants’ counsel a written statement objecting to the Settlement on or before the Notice Deadline (“Objection”). If a Member of a Settlement Class wishes to have the Court consider such Member’s written statement objecting to the Settlement, the person (i) must not have excluded himself or herself from the Settlement Classes and (ii) must file with the Court and mail a copy of the written objection along with any supporting documentation that the person wishes the Court to consider to the Settlement Administrator, Class Counsel, and Defense Counsel by no later than thirty (30) days after the Initial Mailing Date. If such Objection is submitted and overruled by the Court, the objecting Member of the Settlement Classes shall remain fully bound by the terms of the Settlement, including the Release, so long as the Settlement is granted final approval by the Court, and the Effective Date occurs. The Parties shall submit any responses to objections no later than forty (40) days after the Initial Mailing Date. Any Member of the Settlement Classes who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of the Settlement or Class Counsel’s request for attorneys’ fees and costs shall permanently and

completely waive and forfeit any and all rights to appear separately or object to the Settlement. All Members of the Settlement Classes shall be bound by the Settlement and by all proceedings, orders, and judgments in the Action.

e. The Notice shall also provide Members of the Settlement Classes an opportunity to exclude themselves from the Action. To exclude themselves (*i.e.*, opt out) from the Settlement Classes, such members must mail a letter to the Settlement Administrator requesting exclusion from the Settlement Classes on or before the Notice Deadline. An exclusion request must: (i) be in writing; (ii) state that individual's current address; (iii) contain the following statement: "I request that I be excluded from the Settlement Classes in the case of *Wilson v. Independent Brewers United, LLC*"; (iv) be signed; and (v) be mailed to the Settlement Administrator at the address provided in the Notice and postmarked within thirty (30) days after the Initial Mailing Date. Each individual who properly files a timely written request for exclusion shall be excluded from the Settlement Classes and shall have no rights under the Settlement Agreement. Members of the Settlement Classes who fail to submit a valid and timely request for exclusion on or before the Notice Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is finally approved by the Court and the Effective Date occurs, regardless of whether they have objected to the Settlement.

f. If a Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the Notice to that forwarding address. If a Notice is returned as undeliverable and without a forwarding address, the Settlement Administrator shall perform one skip trace only. If it obtains a more recent address, the Settlement Administrator shall resend the Notice. The Settlement Administrator shall also mail, or email if applicable, a Notice to any Member of the Settlement Classes who contacts the Settlement Administrator or one of the Parties and requests a Notice.

3. If more than five percent (5%) of the total proposed Members of the Settlement Classes elect to opt out, Defendants will have the right to terminate the Settlement by providing written notice to Class Counsel no later than seven (7) days after the Notice Deadline. This provision of the Settlement Agreement is based on the Parties' understanding that the total combined size of the Settlement Classes is 320.

4. The Parties agree that neither they nor their counsel will, directly or indirectly, solicit, suggest to, entice or otherwise encourage any Member of the Settlement Classes to opt out of or object to the Settlement.

### **III. Releases of Claims.**

A. Release by the Settlement Classes. As of the Effective Date of this Settlement Agreement, all Members of the Settlement Classes, including Plaintiffs, without any further action required on the part of any party, shall be deemed to have irrevocably, fully and finally



released Defendants and their predecessors, successors, parents, subsidiaries, and related or affiliated entities (including, without limitation, their officers, directors, stockholders, managers, agents, employees, attorneys, and representatives) (the “Released Parties”) from any and all claims that are either alleged in the Action or could have been alleged in the Action based on the facts set forth in the Action, including, without limitation, any claims for damages, owed reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, charge backs, or liquidated damages and all claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, costs, expenses, attorneys’ fees, damages, obligations or liabilities of any and every kind, contingent or accrued, arising out of or related to the allegations asserted in the Action through the Effective Date of this Agreement. This Release specifically includes, but is not limited to, any claims for deceptive acts, unpaid wages, exemplary, special, punitive or consequential damages, interest, costs, attorneys’ fees, and all other claims made in the Action, including claims alleging deceptive acts, failure to provide rest or meal periods, failure to pay for all hours worked, failure to pay overtime compensation, failure to pay service charges, and all other claims arising under the Seattle Municipal code SMC 14.20, the Washington Consumer Protection Act, the Washington Industrial Welfare Act, the Washington Minimum Wage Act and their respective implementing regulations.

B. Additional Release by Named Plaintiffs. In addition to the release set forth in Section III.A, Plaintiffs Danielle Wilson, Mollie Brahan-Penberthy, and Brian Drew, for themselves alone, hereby irrevocably, fully and finally release the Released Parties of and from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action, contingent or accrued, of any kind or nature, including without limitation arising out of or related to their employment with Defendants, which did exist or may have existed as of December 5, 2018, whether or not such claims are presently known or unknown. It is understood that this release includes, but is not limited to, any claims for damages of any kind whatsoever, including any claims for employment wages, benefits, bonuses, shares of stock or options, or warrants or rights therefor, arising out of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any theory of unlawful discharge or other tort theory, or any federal, state or other governmental statute or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Washington Law Against Discrimination, the Family and Medical Leave Act, the Washington Minimum Wage Act, the Family and Medical Leave Act, the Washington Minimum Wage Act, any other state laws concerning discrimination, harassment or retaliation, or any other legal limitation on the employment relationship to the maximum extent such claims are allowed by law to be released.

#### **IV. Preliminary and Final Approval Procedures.**

A. No later than fourteen (14) days after the execution of this Settlement Agreement, Class Counsel shall file a motion with the Court for a preliminary order approving the Settlement Agreement.

B. The Final Approval Hearing will be held on such date as the Court, in its discretion, may order.

C. No later than fourteen (14) days after the Initial Mailing Date, Class Counsel shall file a motion requesting that the Court grant final approval of the Settlement Agreement, including payment of attorneys' fees and expenses, and enter final judgment as to Defendants in the Action.

D. No later than forty (40) days after the Initial Mailing Date, Class Counsel shall file a supplemental declaration providing the Court with updated information regarding the completion of the notice program.

E. In the event the Settlement Agreement is not given final approval in all material respects and as set forth in this Settlement Agreement, or the Court's Final Approval Order is reversed on appeal, the Settlement Agreement shall become null and void. The Parties agree that in such a case, they will work cooperatively to schedule trial of the matter at the earliest practicable time.

#### **V. Final Approval Order.**

The Parties shall use their best efforts to secure the Court's issuance of a Final Approval Order. The Final Approval Order shall, among other things:

A. Approve the Settlement Agreement as fair, adequate and reasonable, and consistent and in compliance with the applicable provisions of the law; direct the Parties and their counsel to implement and consummate this Settlement Agreement according to its terms and provisions; and declare this Settlement Agreement to be binding on, and have res judicata and effect in all pending and future lawsuits or other proceedings encompassed by the Settlement;

B. Find that notice substantially in the form of Exhibit 1 and the notice procedure implemented pursuant to this Settlement Agreement: (i) constitute the best practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to inform Members of the Settlement Classes of their right to object to the proposed Settlement Agreement and to appear at the Final Approval Hearing; (iii) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of Washington's Rules of Civil Procedure and due process.

C. Dismiss the Action on the merits and with prejudice with respect to Defendants, without fees or costs to any party except as provided in this Settlement Agreement;

D. Incorporate the Releases set forth in Section III;

E. Without affecting the finality of the Final Approval Order for the purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation,

enforcement, and interpretation of this Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

F. Incorporate any other provisions as the Court deems necessary and just.

**VI. Preliminary Timeline for Completion of Settlement.**

A. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is set forth below. This schedule may be modified by agreement of the Parties in writing, or order of the Court, depending on whether and when the Court grants necessary approvals and orders notice to the Settlement Class, and sets any further hearings. In the event of any such modification, the Parties shall cooperate in order to complete the Settlement procedures as expeditiously as reasonably practicable.

Within 14 calendar days ("Days" as defined in § VII.B) after execution of the Agreement	Defendants shall provide class data to Class Counsel
Within 14 Days after execution of the Agreement	Class Counsel shall file a motion with the Court for a preliminary order approving the Settlement Agreement.
10 Days after the Court issues the Preliminary Approval Order	Deadline for Defendant to provide Class List to Settlement Administrator.
5 Days after the Court issues the Preliminary Approval Order	Class Counsel will produce a spreadsheet of class share calculations to Defense Counsel.
5 Days after receiving Class Counsel's spreadsheet of class share calculations	Defendants will provide any proposed revisions to the class share calculations to Class Counsel.
No later than 5 Days before the Initial Mailing Date	Class Counsel will provide final calculations to Defendants and the settlement administrator.
20 Days after the Court issues the Preliminary Approval Order	Deadline for Settlement Administrator's initial mailing of Notice.
14 Days after the Initial Mailing Date	Deadline for Class Counsel to file motion for Final Approval.
30 Days after the Initial Mailing Date (the Notice Deadline)	Deadline for Settlement Class Members to submit requests for exclusion and Objections to the Settlement Administrator.
40 Days after the Initial Mailing Date	Deadline for Class Counsel to file supplemental declaration regarding completion of notice program.

40 Days after the Initial Mailing Date	Deadline for Parties to respond to objections filed by the class members.
The later of either (1) the expiration of the time for filing an appeal from the Court's entry of a final judgment order (that is, thirty (30) days from entry of final judgment) or (2) if a timely appeal is made, ten (10) business days after the entry of a final order, not subject to further appeals, upholding the Final Approval Order	Settlement Effective Date.
No later than 7 Days after the Court issues the Final Approval Order	Class Counsel to provide share calculations to Defendant.
No later than 14 Days after the Court issues the Final Approval Order	Defendants will provide any proposed revisions to the Settlement Awards to Class Counsel.
No later than 21 Days after the Court issues the Final Approval Order	Class Counsel will produce a final spreadsheet to Defendants and the Settlement Administrator setting forth the Settlement Awards for each Member of the Settlement Classes.
Within 14 Days after the Settlement Effective Date	Defendants shall deposit the Common Fund Payment into a Qualified Settlement Fund ("QSF") established by the Settlement Administrator for this Settlement.
Within 10 Days of the date Defendants deposit the Common Fund Payment into the QSF	Deadline for Settlement Administrator to pay Attorneys' Fee Award to Class Counsel and Class Representative Award to the Plaintiffs.
Within 21 Days of the date Defendants deposit the Common Fund Payment into the QSF	Deadline for Settlement Administrator to issue settlement checks and tax forms to Members of the Settlement Classes.
Within 30 Days of the date Defendants deposit the Common Fund Payment into the QSF	the Settlement Administrator shall disburse to itself the Settlement Administration Expenses Award approved by the Court.
Within 91 Days after mailing of settlement checks	Uncashed checks shall be deemed unclaimed and abandoned.

No later than 100 Days after the mailing of the Settlement checks	the Settlement Administrator shall cause all unclaimed and abandoned funds ("Residual Funds") to be distributed to the Legal Foundation of Washington.
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## VII. Miscellaneous Provisions.

A. Confidentiality. The Parties will not make any disclosure of the Settlement prior to Class Counsel filing the motion for preliminary approval with the exception of disclosures made to (1) another party to this case, (2) those persons within each party's attorney-client privilege, and (3) those persons necessary to facilitate the administration of the settlement. The Parties also agree that neither they, nor their respective attorneys, shall make any public announcements (including press releases, press interviews, Internet postings, or social media postings) concerning this Settlement prior to the Court's issuance of a Final Approval Order without prior notice to and consent from the other party.

B. Timing. As used in this Settlement Agreement, the term "days" shall mean calendar days. In calculating deadlines, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day that is neither a Saturday, a Sunday, nor a legal holiday. Legal holidays are prescribed in RCW 1.16.050.

C. No Admission of Wrongdoing. Defendants expressly deny Plaintiffs' allegations, and the Parties hereto acknowledge that the execution of this Settlement Agreement and the consummation of the transactions contemplated herein do not constitute any admission of wrongdoing or liability by Defendants under state or federal law, whether or not such claims have been pled in the instant Action.

D. Dismissal. In connection with the issuance of an order granting final approval of this Settlement Agreement, the Parties shall present the Court with a final order of dismissal with prejudice as to Defendants and request immediate entry of that order.

E. Continuing Jurisdiction. The Washington Superior Court in and for King County shall have continuing jurisdiction over this Action for the purpose of implementing this Settlement Agreement and all related matters, including preliminary approval of the Settlement Agreement, final approval of the Settlement Agreement, entry of final judgment as to Defendants, and any post-judgment issues.

F. Bankruptcy. Defendants agree they do not intend to file for bankruptcy at any time in the 180 days following any payments required by this Settlement Agreement. If Defendants file a petition for bankruptcy initiating a bankruptcy proceeding then (1) the Release shall be nullified if Plaintiffs, Members of the Settlement Classes, and Class Counsel have not received the full Common Fund Payment due them under Section II.B of this Settlement Agreement, and (2) Plaintiffs, Members of the Settlement Classes, and Class

Counsel shall be entitled to pursue the full value of their claims against Defendants, less any funds already paid.

G. Reasonable Best Efforts. The Parties agree to undertake their reasonable best efforts, including, without limitation, all efforts contemplated herein, to carry out the terms of this Settlement Agreement. In addition to the documents and other matters specifically referenced in the Settlement Agreement, the Parties agree to execute and/or deliver, or cause to be executed and/or delivered, such other documents and/or other materials reasonably necessary to carry out the terms and conditions of this Settlement Agreement, as may be reasonably necessary to effect the obligations contemplated by the Settlement Agreement.

H. Amendments/Modifications. Subject to any power of the Court to order a modification, this Settlement Agreement may be amended or modified only by a written instrument signed by each of the Parties and their respective counsel of record. Amendment and modifications may be made without notice to the Members of the Settlement Classes unless notice is required by law or by the Court.

I. Construction. The terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties. This Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Settlement Agreement.

J. Counterparts. This Settlement Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

K. Tax Consequences: No opinions concerning the tax consequences of the proposed settlement to individual Members of the Settlement Classes are given by Defendants, Plaintiffs, or Class Counsel, nor are any representations in this regard made by or through this Settlement Agreement. Any tax obligations, and the determination thereof, are the sole responsibility of each Member of the Settlement Classes, and the tax consequences, if any, depend on the circumstances of each individual Member of the Settlement Classes.

L. Governing Law. This Settlement Agreement shall be governed by, and interpreted according to, the law of the State of Washington without regard to its choice of law provisions.

M. Parties Bound. This Settlement Agreement shall be binding upon and inure to the benefit of Plaintiffs, the Members of the Settlement Class, and Defendants, and the respective heirs, successors and assigns of each of the foregoing.

N. No Evidence. In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, or any

other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the relief provided herein. Further, neither this Settlement Agreement nor any related negotiations, statements, or proceedings shall be construed as, offered as, used as, or deemed to be evidence or an admission or concession by any person or any matter, including but not limited to any liability or wrongdoing on the part of Defendants or as a waiver by them of any applicable defense.

O. Waiver. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior or subsequent to, or contemporaneous with, this Settlement Agreement.

P. Entire Agreement. This Agreement constitutes the entire and integrated agreement between the Parties with respect to the settlement of the Action, and all other prior and contemporaneous agreements, representations, warranties, or understandings of the parties, including, but not limited to, the Parties' Memorandum of Understanding executed on or about December 5, 2018, are superseded and merged into this Agreement.

Q. Parties' Authority. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions of this Settlement Agreement.

R. Class Signatories. It is agreed that because the Members of the Settlement Class are so numerous, it is impossible or impractical to have each Member of the Settlement Classes execute this Settlement Agreement. The Notice shall advise all Members of the Settlement Classes of the binding nature of the release and the Court's judgment, upon its entry, shall have the same force and effect as if this Settlement Agreement were executed by each Member of the Settlement Classes.

S. Advice of Counsel. The Parties enter into this Settlement Agreement being represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties agree that this Settlement Agreement reflects their good faith compromise of the claims raised in this Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

For Plaintiffs:

Dated: 4.9.19

Dated: 4/10/19

Dated: 4-9-19

  
Danielle Wilson

  
Mollie Braham-Penberthy

  
Brian Drew

Approved as to form:


Dated: 4.12.2019

TERRELL MARSHALL LAW GROUP PLLC

  
Toby J. Marshall

Dated: 4/15/19

FAIR WORK CENTER

  
Elizabeth G. Ford



For Defendants:

Dated: 4/17/19 *amp*

Dated: 4/17/19 *amp*

Approved as to form:

Dated: 4/18/19

Independent Brewers United, LLC

By: *Ian Kaminski*

Name: Ian Kaminski

Title: General Counsel and Secretary

North American Breweries, Inc.

By: *Ian Kaminski*

Name: Ian Kaminski

Title: General Counsel and Secretary

PERKINS COIE LLP

*Chelsea Dwyer Petersen*

Chelsea Dwyer Petersen

**— EXHIBIT 1 —**

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

*Wilson v. Independent Brewers United, LLC,*  
King County Superior Court Cause No. 18-210442-4 SEA

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a lawsuit against you, and you are not being sued. But your legal rights are affected whether you act or not. This is not a solicitation from a lawyer.*

**PLEASE READ THIS NOTICE CAREFULLY. A Class Action Settlement may affect your rights. You may be entitled to a payment from the Class Action Settlement. You do not need to do anything to receive a payment so long as your contact information is current.**

TO: All persons, who between April 24, 2014 and December 5, 2018, worked in Washington as non-exempt employees of Independent Brewers United, LLC (doing business as Pyramid Brewing).

- One current and two former non-exempt employees—Danielle Wilson, Mollie Brahan-Penberthy, and Brian Drew (“Plaintiffs”)—sued Independent Brewers United, LLC and North American Breweries, Inc. (“Defendants” or “Pyramid”) on behalf of themselves and other non-exempt employees. Plaintiffs allege that Pyramid engaged in unlawful pay practices under Washington law. Pyramid denies these allegations. The parties to the case have reached a proposed Class Action Settlement.
- Pyramid has agreed to pay a total of \$450,000 (the “Settlement Proceeds”) as part of the Class Action Settlement.
- To qualify for a share of this payment, you must have worked for Independent Brewers United, LLC in Washington as a non-exempt employee between April 24, 2014 and December 5, 2018.
- Listed below is the estimated gross amount of your share of the Settlement Proceeds before taxes if you do not exclude yourself. (The final amount may be different.).

Your Estimated Gross Recovery from Settlement
\$*,**.*

- You will automatically receive a share of the settlement payment unless you exclude yourself from the Class Action Settlement as explained below.
- Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

For more information, call toll-free **PHONE** or visit  
**WEBSITE**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	<p>Stay in the class. Receive settlement payment. Give up certain rights.</p> <p>By doing nothing, you will receive a share of the Settlement proceeds if you meet the Settlement Class definition and the Settlement is finally approved by the Court. In exchange, you will be bound by the Settlement, including the Release of Claims.</p>
<b>ASK TO BE EXCLUDED</b>	<p>Get out of the class. Get no payment from the settlement. Keep rights.</p> <p>If you ask to be excluded (or “opt out”) of the Settlement Class, you will not receive any share of the Settlement Proceeds, and you will not be bound by the Settlement (including the Release of Claims).</p>
<b>OBJECT</b>	<p>Challenge the Settlement Terms.</p> <p>If you don’t like the Settlement or don’t want it to be approved, you may object and tell the Court why. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you request exclusion from the Settlement, you cannot also object to it.</p>
<b>GO TO A HEARING</b>	<p>Attend the Hearing.</p> <p>You may attend the final approval hearing in Court on this matter and speak about the fairness of the Class Action Settlement.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved. Please be patient.

### BASIC INFORMATION

#### 1. Why did I get this Notice?

The Court granted preliminary approval of the “Settlement Class” defined as follows:

The “Non-Exempt Employee Class,” which is defined as all persons, who between April 24, 2014 and December 5, 2018, worked in Washington as non-exempt employees of Independent Brewers United, LLC (doing business as Pyramid Brewing).

The “Banquet Server Class,” which is defined as all current and former nonmanagerial and nonsupervisory employees of Independent Brewers United, LLC who between April 24, 2014 and December 5, 2018, worked in Washington as banquet employees.

Pyramid employment records reflect that you meet one or both of these definitions, which makes you a member of one or both of the Classes (referred to in this Notice as a “Class Member” or “Member of the Settlement Classes”). The Court directed that this Notice be sent to all Class Members to inform you about a proposed settlement of a class action lawsuit (the “Settlement”) and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to eligible Members of the Settlement Classes.

This Notice explains the Case, the Class Action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

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

In this lawsuit, Plaintiffs sued Pyramid in state court in Washington. The lawsuit, called *Wilson et al., v. Independent Brewers United, LLC et al.*, is before the King County Superior Court, in Washington (Case No. 18-2-10442-4 SEA) (the “Case”). Plaintiffs claim that Pyramid violated Washington state wage and hour laws. More specifically, Plaintiffs allege that Pyramid failed to pay employees for missed rest and meal breaks, altered time records to avoid paying employees for all hours worked, failed to pay employees for time spent waiting between shifts, allowed employees to work off the clock, and failed to pay all banquet service charge receipts to nonmanagerial and nonsupervisory banquet crew members. Pyramid vigorously denies all the claims and contentions made in the lawsuit and maintains that it has fully complied with the law, but agreed to settle this case to avoid the expense of litigation.

## **3. What is a class action and who is involved?**

In a class action lawsuit, people called “Plaintiffs” or “Class Representatives” (in this case Danielle Wilson, Mollie Brahan-Penberthy, and Brian Drew) sue on behalf of other people who have similar claims. The people together are called the “Classes” and the individuals in these groups are called “Class Members.” The companies Plaintiffs sued (in this case Independent Brewers United, LLC and North American Breweries, Inc.) are called the Defendants. One court resolves the issues for everyone in the Classes—except for those people who choose to exclude themselves from the Classes.

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

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representatives and their attorneys think the Settlement is fair and in the best interests of everyone in the Classes.

## WHO IS IN THE SETTLEMENT

### 5. How do I know whether I am part of the Settlement?

You received this Notice because Pyramid records reflect that you are a Class Member. If approved, the Settlement will cover all Class Members who have not excluded themselves from the Case by opting out. If you are a Member of one or both of the Settlement Classes and the Settlement Administrator has your correct address, you will receive money pursuant to the Settlement unless you exclude yourself.

## THE TERMS OF THE SETTLEMENT

### 6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims Plaintiffs and Members of the Settlement Classes could have brought against Pyramid regarding any wage and hour or consumer protection violation under state and local law, including, for example, failure to allow rest or meal periods that comply with WAC 296-126-092, failure to pay for all hours worked, including time spent waiting between shifts for the benefit of Pyramid and off-the-clock work, failure to pay overtime compensation, failure to pay service charges, and any assertion of rights related to these claims.

### 7. What are the basic terms of the Settlement?

Subject to Court approval, the essential terms of the Settlement are as follows:

**Monetary Relief:** Pyramid will pay a total of \$450,000 as part of the Settlement. From that amount, payments will be made to Class Counsel for attorney's fees (up to \$112,500, or 25% of the Settlement Amount) and costs actually incurred in litigating this case (up to \$4,000), to the Settlement Administrator for administration costs (up to \$8,000), and to the Plaintiffs for their representation of the Class (up to \$3,000 each). This award is intended to compensate the Plaintiffs for their risk incurred and time and efforts to advance the prosecution of this lawsuit on behalf of you and other Class Members. The final amounts of these various payments are all subject to Court approval. If the Court approves the maximum amounts permitted, then the remainder of the Settlement Amount, \$316,500 (the "Class Fund"), will remain for distribution to Class Members who do not exclude themselves from the Settlement.

**Training:** Pyramid has agreed to train employees on the prohibition against off-the-clock work and will regularly remind employees that Pyramid expects them to be clocked in whenever work is performed.

**Calculation of Individual Class Member Payments and Distribution of Settlement Fund:** Based on preliminary estimates, the net amount of the settlement payment you would receive would be approximately \$ \_\_\_\_\_. Your estimated share of the Class Fund may increase or decrease depending on factors such as, but not limited to, the outcome of any challenge by Class Members and the number of Class Members who effectively exclude themselves from the Settlement.

Each Member of the Settlement Classes will automatically receive a settlement payment unless that member asks to be excluded from the Settlement. Settlement payments will be calculated by Class Counsel based on Pyramid's timekeeping, payroll, and other records. Each member of

the Non-Exempt Employee Class shall be entitled to a proportional share of ninety-eight percent of the Class Fund, as calculated by Class Counsel. Each member of the Banquet Server Class shall be entitled to a proportional share of two percent of the Class Fund, as calculated by Class Counsel. Checks will be mailed directly to Members of the Settlement Classes. If any checks have not been deposited within 90 days of the initial distribution date, the funds from those checks will be considered shall be deemed unclaimed and abandoned. These funds will be distributed by the Settlement Administrator to the Legal Foundation of Washington. Pyramid will not receive any funds from uncashed checks.

**Tax Treatment of Settlement Awards:** One hundred percent (100%) of each settlement award paid to a Member of the Settlement Classes will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the member on an IRS Form W-2. In addition to the money it is contributing to the Settlement Proceeds described above, Pyramid is also paying all employer-side taxes incurred in relation to payments from the Class Fund as required by applicable law. Pyramid's payment of these employer-side taxes will not decrease the funds available to Members of the Settlement Classes. Class Members will be responsible for the tax consequences of all payments they receive, for filing returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. The Court, Pyramid, the Settlement Administrator, and Class Counsel cannot provide tax advice. You should consult with a tax professional regarding the tax consequences of any payment received.

**Release of Claims:** Upon final approval by the Court, each Member of the Settlement Classes who has not submitted a valid and timely written request to be excluded from the Settlement shall be deemed to have irrevocably, fully and finally released Defendants and their predecessors, successors, parents, subsidiaries, and related or affiliated entities (including, without limitation, their officers, directors, stockholders, managers, agents, employees, attorneys, and representatives) (the "Released Parties") from any and all claims that are either alleged in the Action or could have been alleged in the Action based on the facts set forth in the Action, including, without limitation, any claims for damages, owed reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, charge backs, or liquidated damages and all claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, costs, expenses, attorneys' fees, damages, obligations or liabilities of any and every kind, contingent or accrued, arising out of or related to the allegations asserted in the Action through the Effective Date of this Agreement. This Release specifically includes, but is not limited to, any claims for deceptive acts, unpaid wages, exemplary, special, punitive or consequential damages, interest, costs, attorneys' fees, and all other claims made in the Action, including claims alleging deceptive acts, failure to provide rest or meal periods, failure to pay for all hours worked, failure to pay overtime compensation, failure to pay service charges, and all other claims arising under the Seattle Municipal code SMC 14.20, the Washington Consumer Protection Act, the Washington Industrial Welfare Act, the Washington Minimum Wage Act and their respective implementing regulations.

**Dismissal of Action:** Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice but shall retain jurisdiction to enforce the terms of the settlement.

## HOW YOU CAN GET PAYMENT

### 8. How can I get a payment?

**To get a payment, DO NOT submit a request for exclusion.** If your address listed on the envelope containing this notice is correct and you do not request exclusion, you will receive a payment. If you need to update your address, please call [PHONE] or toll-free at [PHONE].

### 9. When will I get my payment?

The King County Superior Court will hold a hearing on [DATE] at [TIME] to decide whether to finally approve the settlement. If the King County Superior Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least 30 days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be available at [WEBSITE] or by calling [PHONE] or toll-free at [PHONE]. If there is no appeal, we expect payments will go out approximately 60 days after the Court's final approval of the Settlement. Please be patient.

### 10. Will I be subject to discipline based on whether I participate in the Settlement?

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

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in this case?

The Court has preliminarily approved the following law firms to represent Plaintiffs and all Members of the Settlement Classes. These lawyers are called "Class Counsel":

Toby J. Marshall  
Email: tmarshall@terrellmarshall.com  
Terrell Marshall Law Group PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103  
Telephone: (206) 816-6603  
Facsimile: (206) 319-5450

Elizabeth G. Ford  
Email: liz@fairworkcenter.org  
FAIR WORK CENTER  
5308 Martin Luther King Jr. Way S., Unit 102  
Seattle, Washington 98118  
Telephone: (206) 331-3824



You do not need to pay any portion of Class Counsel's attorneys' fees or costs yourself. All payments for those attorneys' fees and costs will be paid from the Settlement Amount. If you want to be represented by your own lawyer, you may hire one at your own expense.

**12. How will the lawyers be paid?**

Class Counsel will seek payment of their attorneys' fees in the amount of \$112,500, which is twenty-five percent (25%) of the Settlement Proceeds, plus up to \$4,000 for litigation costs, each of which must be approved by the Court as part of the final approval of this Settlement. Class Counsel have been working on this case for nearly a year and have not received a payment of fees or reimbursement of costs incurred in relation to the lawsuit.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**13. How do I exclude myself from the Settlement?**

If you are a Member of one or both of the Settlement Classes and want to exclude yourself from the Settlement (i.e., "opt out"), you must send an exclusion request in writing, **postmarked by [DATE]**. The exclusion request letter should state: "I request that I be excluded from the lawsuit *Wilson v. Independent Brewers United, LLC*, King County Superior Court Cause No. 18-210442-4 SEA." The exclusion request letter must also include your name, address, and your signature. You must mail a copy of the letter **postmarked no later than [DATE]** to Simpluris, 3176 Pullman Street, Suite 123, Costa Mesa, CA 92626.

If you exclude yourself from the Settlement (i.e., "opt out"), you will **NOT** receive a payment from the Settlement, and you also will not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Section 7, above. This means you will retain the right to pursue any claims you may have against Pyramid at your own expense.

**OBJECTING TO THE SETTLEMENT**

**14. If I don't like the Settlement, how do I tell the Court?**

If you are a Member of one or both of the Settlement Classes, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you may object. You must do so in writing and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the case (*Wilson v. Independent Brewers United, LLC*, King County Superior Court Cause No. 18-210442-4 SEA), the reasons you object to the Settlement (along with any supporting documentation that you wish the Court to consider), and a signature. You must file your objection with the Clerk of the Court and send a copy of your objection to the Settlement Administrator, Class Counsel, and Defense Counsel at the addresses below, **postmarked no later than [DATE]**:

CLERK OF THE COURT	CLASS COUNSEL	DEFENSE COUNSEL	
Clerk of the Court King County Superior Court 516 Third Avenue Room E-609 Seattle, WA 98104	Toby Marshall Terrell Marshall Law Group PLLC 936 N 34th St., Suite 300 Seattle, WA 98103	Chelsea Peterson Perkins Coie, LLP 1201 Third Avenue Suite 4900 Seattle, WA 98101	Pyramid Class Action Administrator c/o Simpluris 3176 Pullman Street, Suite 123 Costa Mesa, CA 92626

### THE COURT'S FAIRNESS HEARING

#### 15. When and where will the Court decide to approve the Settlement?

The Honorable Douglass North will hold a Fairness Hearing at [TIME] on [DATE] at King County Superior Court, 516 Third Avenue, Seattle, Washington 98104 in Courtroom X. If there are objections, the Court will consider them. The judge will listen to people who have asked to speak at the hearing (see Section 14). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel's request for attorneys' fees, costs, the Settlement Administration Expenses, and Service Awards for the named Plaintiffs. We do not know how long that decision will take.

#### 16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to attend at your own expense. If you file an objection with the Court, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

#### 17. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear at the Fairness Hearing in *Wilson v. Independent Brewers United, LLC*, King County Superior Court Cause No. 18-210442-4 SEA." Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [DATE]**, and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

CLERK OF THE COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court King County Superior Court 516 Third Avenue Room E-609 Seattle, WA 98104	Toby Marshall Terrell Marshall Law Group PLLC 936 N 34th St., Suite 300 Seattle, WA 98103	Chelsea Petersen Perkins Coie, LLP 1201 Third Avenue Suite 4900 Seattle, WA 98101

## IF YOU DO NOTHING

### 18. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely exclusion request—you will be entitled to receive a share of the Settlement if it is approved by the Court. Please contact the Settlement Administrator at [PHONE] or toll-free at [PHONE] if you need to update your address.

## GETTING MORE INFORMATION

### 19. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can download, view and print a copy of the Settlement Agreement by visiting [WEBSITE]. Plaintiffs' motion for final approval of the settlement agreement, including Class Counsel's request for attorneys' fees and costs, Settlement Administration Expenses, and Service Awards for the named Plaintiffs will also be available for you to review on [DATE] at [WEBSITE]. All other documents filed in the case are available in the King County Superior Court file for *Wilson v. Independent Brewers United, LLC*, King County Superior Court Cause No. 18-210442-4 SEA.

For more information, please contact the following Court-appointed neutral third-party Settlement Administrator:

**Pyramid Class Action Administrator**  
**c/o Simpluris**  
**3176 Pullman Street, Suite 123**  
**Costa Mesa, California 92626**  
**Toll free telephone number: (800) --- ----**

PLEASE DO NOT TELEPHONE THE COURT OR PYRAMID'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. They will not be able to provide information or assist you.