

# CLASS SETTLEMENT AGREEMENT

## **I. Introduction.**

This Settlement Agreement (“Agreement”) is hereby entered into by and between Dependable Staffing Agency, Ltd. (“Dependable Staffing” or “Defendant”), and Amber N. Pizl (“Plaintiff” or “Class Representative”), who is acting both individually and in her capacity as the class representative in the proposed class action entitled Pizl v. Dependable Staffing Agency Ltd, Pierce County Superior Court, Case No. 23-2-12099-5 (the “Case”). Hereafter, Plaintiff and Defendant are referred to as the “Parties.”

## **II. Class Certification.**

Solely for the purposes of this Settlement, the Parties agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein.

## **III. Investigations and Due Diligence.**

The Parties have conducted formal and informal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have amply considered and analyzed their respective claims and defenses.

## **IV. Settlement Negotiations.**

The Parties engaged in settlement negotiations and in connection therewith, outlined the conceptual terms of the Settlement during a July 2, 2024, mediation before Hon. William J. Downing (Ret.) of Judicial Arbitration and Mediation Service (“JAMS”). Settlement was not reached that day, but over the following months, the Parties continued to negotiate. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that Plaintiff believes to be fair, adequate, and reasonable, and that she believes is in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

## **V. Dependable Staffing’s Denial of Wrongdoing and Non-Admission of Allegations.**

Dependable Staffing has denied and continues to deny each of the claims and contentions alleged by Plaintiff on her own behalf and on behalf of members of the proposed Settlement Class. Furthermore, Dependable Staffing has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession, or indication by or against Dependable Staffing of any fault, wrongdoing, or liability whatsoever. Dependable Staffing expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then Dependable Staffing would have continued to vigorously defend against Plaintiff’s claims. Dependable Staffing agrees to this Settlement solely to avoid the risk and expense of further litigation.

## VI. Stipulated Settlement and Dismissal.

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court pursuant to the process set forth herein below, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties' Settlement is granted final approval by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

### 1. Definitions.

a. **"Effective Date"** means three (3) days after the date of the Superior Court's entry of the Court's order granting final approval of the terms of this settlement (the "Final Approval Order"), if there are no objections. If there are objections, the Effective Date shall be the latter of either (1) thirty-one (31) days following the Superior Court's entry of the Final Approval Order, or (2) if a timely appeal is made, the date of final resolution of that appeal and any subsequent appeals.

b. **"Settlement"** means the common fund settlement reached by the Parties through the negotiation process described in Section IV above.

c. **"Settlement Administrator"** means CPT Group, Inc., subject to the Superior Court's approval.

d. **"Settlement Class Period"** means the period from January 1, 2023, through December 31, 2023.

e. **"Proposed Class" or "Proposed Class Members"** means all individuals who applied for a Front Desk/Receptionist position with Dependable Staffing in response to a job posting on its website <https://dependablestaffingagency.com> or any other website or media at any time between January 1, 2023, and December 31, 2023, where the job posting did not disclose the wage scale or salary range.

f. **"Settlement Class" or "Settlement Class Members"** means all members of the Proposed Class, exclusive of any individual who timely opts out of the Settlement pursuant to the procedures set forth below. All individuals who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement.

g. The **"Notice of Settlement" and "Claim Form"** means the form attached hereto as **Exhibit A**.

h. The **"Initial Mailing Date"** is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to Proposed Settlement Class Members.

i. The **"Notice Deadline"** is sixty (60) days after the Initial Mailing Date.

j. **"Class Counsel"** means James B. Pizl and the law firm of Entente Law PLLC.

k. **“Settlement Amount”** or **“Common Fund”** means the maximum amount Dependable Staffing is required to pay pursuant to this Settlement Agreement, which is the sum of One Hundred Fifteen Thousand Dollars (\$115,000).

l. **“Attorneys’ Fees and Costs Award”** means the amounts the Parties propose be paid to Class Counsel as attorneys’ fees and litigation costs in connection with their prosecution and settlement of the Case.

m. **“Settlement Administration Expenses Award”** means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement.

n. **“Service Award”** means the amount the Parties propose be paid to Plaintiff as an award in recognition of her efforts in prosecuting the Case.

o. **“Class Fund”** means the aggregate, gross amount the Parties propose be allocated from the Common Fund to the Settlement Class Members pursuant to this Agreement. The Class Fund shall be calculated by subtracting the Court-approved Attorneys’ Fees and Costs Award, Service Award, Settlement Administration Expenses Award, and Employer-side Payroll Taxes from the Common Fund. Subject to approval by the Superior Court, the Parties anticipate the Class Fund to be no less than Fifty-eight Thousand (\$58,000).

p. **“Settlement Awards”** means the portions of the Class Fund allocated to individual members of the Settlement Class.

q. **“Unclaimed Awards”** means the portions of the Class Fund allocated to Settlement Class Members who fail to submit a valid and timely Claim Form and W9 to the Settlement Administrator by the Notice Deadline.

r. **“Released Claims”** means any and all claims, whether known or unknown, that were brought or could have been brought based on any facts alleged in the Case, including but not limited to any alleged violations of RCW 49.58.110 by failing to post the wage scale or salary range on any job posting from January 1, 2023, through December 31, 2023.

s. **“Released Party”** as released through the Release described in Section VI. 2 below, includes the named Defendant in the Case, Dependable Staffing Agency, Ltd. and any parents, subsidiaries, divisions, affiliated corporations, partnerships or other affiliated entities of Defendant, past and present, as well as any and all of those entities’ (including without limitation Defendant’s) predecessors, successors, employees, officers, directors, agents, shareholders, contractors, insurers, successors, and assigns, past or present.

**2. Release.**

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiff Amber N. Pizl and the Settlement Class of all Released Claims.

**3. Calculation of Individual Settlement Awards.**

Subject to approval by the Superior Court, the Class Fund will be allocated pro-rata based on the number Settlement Class Members.

**4. Disposition of Unclaimed Awards.**

Pursuant to CR 23(f)(1), this Settlement Agreement is not intended to and shall not be interpreted as creating residual funds. Fifty Percent (50%) of all Unclaimed Awards shall be added, pro rata, to the Settlement Awards for Settlement Class Members who submit a valid claim form and W9 by the Notice Deadline. Fifty Percent (50%) of all Unclaimed Awards shall be retained by Dependable Staffing without condition.

**5. Payment by Dependable Staffing.**

Subject to approval of the Settlement by the Superior Court, Dependable Staffing agrees to deposit the Settlement Amount less any amounts retained by Dependable Staffing per section VI.4 above into a Qualified Settlement Fund (“QSF”) set up by the Settlement Administrator for purposes of processing the Settlement and paying the Attorneys’ Fees and Costs Award, the Service Award, the Settlement Administration Expenses Award, and the Settlement Awards. By depositing the Settlement Amount, Dependable Staffing will fully discharge its financial obligations under this agreement and will not be responsible for making any additional payments, whether to the Settlement Class Members, to Plaintiff Amber N. Pizl, to Class Counsel, to the Settlement Administrator, or otherwise.

**6. Attorneys’ Fees and Costs Award.**

As part of seeking the Superior Court’s final approval of this Settlement, Class Counsel will request an Attorneys’ Fees Award of thirty percent (30%) of the Common Fund, or Thirty-Four Thousand, Five Hundred Dollars (\$34,500), plus no more than Five Thousand Dollars (\$5,000) for actual litigation costs incurred.

**7. Service Award.**

Subject to approval by the Superior Court, the amount paid to Amber N. Pizl for her service award shall be Seven Thousand Five Hundred Dollars (\$7,500). This award will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked “Other Income”) shall be issued to the taxing authorities and Plaintiff.

**8. Settlement Administration.**

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Proposed Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Class, tracking and responding to any inquiries

made by any member of the Proposed Class, calculating the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a QSF pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms 1099-MISC), performing all related tax reporting to taxing authorities and to Dependable Staffing, and issuing the Service Award, the Settlement Administration Expenses Award, and the Attorneys' Fees and Costs Award.

b. Dependable Staffing shall, within fourteen (14) calendar days following the Court's preliminary approval of this agreement, provide the Settlement Administrator and Class Counsel with an Excel spreadsheet containing the following information for each Proposed Class Member: (i) name, (ii) last known mailing address, and (iii) last known telephone number; and (iv) last known email address (if available). Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential and shall not be used or disclosed to any persons or entities except as required by this Settlement, law, or Court order.

c. The Settlement Administrator, in consultation with Class Counsel, shall also have the responsibility to determine any Settlement Class Member's eligibility for a Settlement Award. Each Settlement Class Member who submits a valid and timely Claim Form and W9 will automatically be eligible to receive a Settlement Award. Within seven (7) calendar days after the Notice Deadline, the Settlement Administrator shall provide Dependable Staffing and Class Counsel with: (1) an electronic report setting forth the names and identities of all individuals who submitted a valid and timely Claim Form and W9; (2) copies of all Exclusion Letters received; and (3) copies of all objections received. Dependable Staffing and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and any objections received. Dependable Staffing and Class Counsel shall have seven (7) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of eligibility determinations to Dependable Staffing and Class Counsel, which results will include the names of all Settlement Class Members who will receive a Settlement Payment and the names of all individuals who opted out of the Settlement. Within five (5) days after receipt, the Settlement Administrator shall provide Dependable Staffing and Class Counsel with copies of any objections returned or received.

d. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award

of no more than Ten Thousand Dollars (\$10,000). The amount of the Settlement Administration Expense Award shall be paid out of the Common Fund.

**9. Notice/Approval of Settlement Class Certification and Settlement Agreement.**

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, notifying the members of the Settlement Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members who submit a valid and timely Claim Form and W9:

a. Class Counsel shall file a motion with the Superior Court to be heard on February 14, 2025, or the earliest date thereafter the Superior Court has available, to obtain preliminary approval of the Settlement in conformity with this Agreement and authorization of the issuance of the Notice of Settlement to members of the Proposed Settlement Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order (the "Preliminary Approval Order") preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Settlement Class, and setting a date for a hearing to determine whether the Court will grant final approval of the Settlement and this Agreement.

c. Subject to the Superior Court's approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within thirty (30) calendar days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement, Claim Form, and W9 to all Settlement Class Members by mail and email. An additional email notice shall be sent to Settlement Class Members who have not submitted a valid Claim Form and W9 no sooner than twenty-eight (28) days and no later than fourteen (14) days prior to the Notice Deadline. All email notices shall contain a link for the Settlement Class Member to submit an electronic Claim Form and W9.

(2) The Notice of Settlement shall provide that Settlement Class Members who object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. The written statement must be filed with the Court and postmarked or delivered to Class Counsel and Dependable Staffing's counsel on or before the Objection Deadline.

d. The Parties agree that neither they nor their counsel will discourage Settlement Class Members from submitting Claim Forms and will not solicit or otherwise encourage any of the Settlement Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

e. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator may mail or email a

Notice of Settlement to a Settlement Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Settlement Class Member's request for the same.

f. Subject to the Superior Court's availability and direction but no sooner than twenty-one (21) calendar days after the Notice Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiffs. If the Superior Court grants its final approval of the Settlement, the Parties will promptly and jointly ask the Superior Court to enter the Final Judgment dismissing the Case with prejudice and without an award of attorneys' fees, expenses, or costs to any Party except as provided herein.

g. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continued jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

#### **10. Funding of QSF and Payment of Awards.**

a. No later than fourteen (14) calendar days following the Effective Date, Dependable Staffing shall initiate a wire transfer of the Settlement Amount, less any amounts retained by Dependable Staffing per Section VI.4 above, to the Settlement Administrator for deposit into the QSF.

b. Within three (3) business days after the Settlement Amount is deposited into the QSF, the Settlement Administrator shall wire transfer or issue and mail checks for Service Award, the Settlement Administration Expenses Award, and the Attorneys' Fees and Costs Award to the respective recipients thereof. Within twenty-one (21) days after the Settlement Amount is deposited into the QSF, the Settlement Administrator shall issue and mail the Settlement Award checks.

c. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class Member, Dependable Staffing, Plaintiff, and/or their counsel shall instruct the member to contact the Settlement Administrator. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting of funds that have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide Dependable Staffing with copies of all IRS Forms 1099-MISC documents issued in connection with the payment of the Settlement Awards, and any other tax documentation reasonably required by Dependable Staffing. If any checks to Settlement Class Members have not been negotiated within one hundred twenty (120) days after

distribution, the funds from those checks will be sent by the Settlement Administrator in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). Dependable Staffing will not receive any reversion of funds remaining due to uncashed checks.

d. If the Superior Court does not grant preliminary or final approval of the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

## **11. Miscellaneous Provisions.**

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Final Approval by the Superior Court and the Effective Date of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or Dependable Staffing's successors-in-interest.

c. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties, or inducements have been made to any Party concerning this Agreement, other than the representations, warranties, and covenants contained and memorialized in this Agreement and the documents it requires (such as the Notice of Settlement).

d. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

f. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

g. Plaintiff and Dependable Staffing believe that this is a fair, reasonable, and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, considering all relevant factors, present and potential.



h. Class Counsel and/or the Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court. The notice website may include a copy of this Agreement and any other documents filed with the Superior Court.

i. This Agreement may be electronically signed, and pursuant to RCW 1.80.060, any electronic signatures appearing on this Agreement will have the same legal effect as handwritten signatures for the purposes of validity, enforceability, and admissibility.

j. This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed an original, and all of which together shall be deemed one and the same instrument. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

IT IS SO AGREED.

**COUNSEL FOR PLAINTIFF  
AMBER N. PIZL AND  
PROPOSED CLASS COUNSEL**

**ENTENTE LAW PLLC**

DocuSigned by:  
*James B. Pizl*  
ADB1880915054FF  
**James B. Pizl, Principal**

**DEPENDABLE STAFFING AGENCY LTD**

DocuSigned by:  
*Madhuri Chandra*  
E176B95EF16D44E...  
**Madhuri Chandra, CEO**

Dated: 2/5/2025

Dated: 2/5/2025

**PLAINTIFF AND PROPOSED CLASS  
REPRESENTATIVE**

DocuSigned by:  
*Amber Pizl*  
C7EFF8074D894C7...  
**Amber N. Pizl**, individually and on  
behalf of the Settlement Class

Dated: 2/5/2025

**EXHIBIT A**  
**NOTICE OF**  
**SETTLEMENT**

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

*Pizl v. Dependable Staffing Agency, Ltd*  
Pierce County Superior Court Case No. 23-2-12099-5

— NOTICE OF CLASS ACTION SETTLEMENT —

*A court authorized this notice. This is not a solicitation from a lawyer.*

**TO:** All individuals who applied for a Front Desk/Receptionist position with Dependable Staffing Agency, Ltd. in response to a job posting on its website <https://dependablestaffingagency.com> or any other website or media at any time between January 1, 2023, and December 31, 2023.

**READ THIS NOTICE CAREFULLY.** A settlement in a class action lawsuit has been reached and you may be entitled to payment from the settlement. You must submit a valid and timely Claim Form and W9 to receive a payment.

- A job applicant filed a lawsuit against Dependable Staffing alleging that it failed to post the wage scale or salary range on its job postings from January 1 through December 31, 2023.
- Dependable Staffing strongly denies any fault, wrongdoing, or liability. If the Parties had not reached a Settlement, Dependable Staffing would have continued to vigorously defend against Plaintiff's claims, including seeking a denial of class certification and a full defense verdict at trial. Dependable Staffing agreed to this Settlement to avoid the risk, burden, and expense of further litigation.
- The Class Action Settlement includes a total maximum settlement payment by Dependable Staffing of One Hundred Fifteen Thousand Dollars (\$115,000).
- To qualify for a share of the settlement fund, you must have applied for a Front Desk/Receptionist position with Dependable Staffing Agency, Ltd. in response to a job posting on its website <https://dependablestaffingagency.com> or any other website or media at any time between January 1, 2023, and December 31, 2023, where the job posting did not disclose the wage scale or salary range.

**YOU MUST SUBMIT A TIMELY AND VALID CLAIM FORM  
AND W9 IN ORDER TO RECEIVE A SETTLEMENT  
PAYMENT.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A TIMELY CLAIM FORM AND W9</b>	The only way to get a Settlement payment.
<b>ASK TO BE EXCLUDED</b>	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against Dependable Staffing with respect to the legal claims in this Case.
<b>OBJECT</b>	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
<b>DO NOTHING</b>	Get no payment. Give up rights related to the legal claims in this Case

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Case still must decide whether to grant final approval of the Settlement. If the Court approves the Settlement, and if there are no appeals, payments will be made approximately sixty (60) days following the Court’s final approval. Please be patient.

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

Company records show that you applied for a Front Desk/Receptionist position with Dependable Staffing in response to a job posting on its website <https://dependablestaffingagency.com> or any other website or media at some time between January 1, 2023, and December 31, 2023, where the job posting did not disclose the wage scale or salary range. The Court has ordered this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who submit a valid and timely Claim Form and W9 to the Settlement Administrator.

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 this Case about?**

The Plaintiff, Amber N. Pizl, alleges that Dependable Staffing violated RCW 49.58.110 by failing to include the wage scale or salary range on a Front Desk/Receptionist position on its website <https://dependablestaffingagency.com> or other website or media between January 1, 2023, and December 31, 2023, where the job posting did not disclose the wage scale or salary range.

The Honorable Stanley J. Rumbaugh of the Superior Court for the State of Washington in and for Pierce County is overseeing this class action. The lawsuit is known as *Pizl v. Dependable Staffing Agency Ltd*, Case No. 23-2-12099-5 (the “Case”).

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

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The individual who sued, and who represents the Class, is called the Plaintiff. The entity the Plaintiff sues (in this case Dependable Staffing Agency, Ltd.) is called the Defendant. In a class action, one court resolves the issues for everyone in the Class.

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

The Court did not decide in favor of the Plaintiff or Dependable Staffing. 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 Representative and her attorneys think the Settlement is best for everyone in the Class.

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

As part of the Settlement of the Case, the Court has decided that everyone who fits the following description is a Class Member:

*All individuals who applied for a Front Desk/Receptionist position with Dependable Staffing in response to a job posting on its website <https://dependablestaffingagency.com> or any other website or media at any time between January 1, 2023, and December 31, 2023 where the job posting did not disclose the wage scale or salary range.*

**To receive any money pursuant to the Settlement, you must submit a valid and timely Claim Form and W9 to the Settlement Administrator by the Notice Deadline.**

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

The Settlement will resolve any and all claims that were brought or could have been brought related to Dependable Staffing job postings on <https://dependablestaffingagency.com> or any other website or media for a Front Desk/Receptionist position from January 1, 2023, through December 31, 2023, where the job posting did not disclose the wage scale or salary range.

The Settlement specifically resolves any alleged violation of RCW 49.58.110 by failing to post the wage scale or salary range related to the aforementioned job postings.

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

Subject to Court approval, Dependable Staffing will pay a total of \$115,000 to a Common Fund, , apportioned as follows:

- **Class Fund:** At least \$58,000, which will be available for payment of Settlement Awards to Settlement Class Members who submit timely and valid Claim Forms and W9s.
- **Service Award:** Up to \$7,500 to Plaintiff and Class Representative Amber N. Pizl as a service award in recognition of her efforts in prosecuting the Case.
- **Settlement Administration Expenses Award:** Up to \$10,000 to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice to Settlement Class Members, handling the claims administration process, processing payments to Settlement Class Members, and handling tax reporting requirements.

- **Attorneys' Fees and Costs Award:** Up to \$34,500 to Class Counsel and up to \$5,000 for actual litigation costs they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class.

**Monetary Relief:** The amount available to the Settlement Class Members is intended to compensate for the violations alleged in the Case.

**Distribution of Class Fund:** Each Settlement Class Member who submits a valid and timely Claim Form and W9 (enclosed with this notice) will receive a settlement payment. Individual Settlement Awards will be allocated from the Class Fund as follows:

Individual Settlement Awards shall be calculated pro rata, by taking the Class Fund and dividing it by the number of Settlement Class Members.

The Settlement Agreement is not intended and shall not be interpreted or construed as creating residual funds. Any unclaimed funds will be allocated Fifty Percent (50%) to Settlement Class Members who submit a valid and timely Claim Form and W9 as previously described. Fifty Percent (50%) of unclaimed funds shall be retained by Dependable Staffing.

**Release of Claims:** Upon final approval by the Court, each Settlement Class Member will irrevocably release all of the Released Claims against Dependable Staffing. The Released Claims includes any and all claims, whether known or unknown, that were brought or could have been brought based on any facts alleged in the Case, including but not limited to alleged violations of RCW 49.58.110 relating to Front Desk/Receptionist job postings by Dependable Staffing on <https://dependablestaffingagency.com> or any other website or media from January 1, 2023 through December 31, 2023.

**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 agreement.

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

**To receive any money pursuant to the Settlement, you must submit a valid and timely Claim Form and W9 to the Settlement Administrator by the Notice Deadline.**

#### **9. When would I get my payment?**

The Court will hold a hearing on [HEARING DATE] to decide whether to finally approve the settlement. If the Pierce 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 thirty (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 made available at [WEBSITE]. If there is no appeal, payments are expected to go out within approximately sixty (60) days of the Court's final approval of the settlement. Please be patient.

**10. Do I have a lawyer in this case?**

The Court has decided that James B. Pizl and the lawyers at Entente Law PLLC are qualified to represent you and all Settlement Class Members. These lawyers are called “Class Counsel.” You will not be charged for this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

**11. How will the lawyer be paid?**

As indicated above, Class Counsel will seek payment of their attorneys’ fees in the amount of \$34,500, and their litigation costs in an amount of up to \$5,000, which must be approved by the Court as part of the final approval of this Settlement. Class Counsel has been working on this case since December 2023 and has not received any fees or reimbursements for the costs of the lawsuit.

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

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by [NOTICE DEADLINE]. You may be excluded as a member of the class by submitting a written request stating, “I request that I be excluded from the Class in the case of *Amber N. Pizl v. Dependable Staffing Agency, Ltd.*” The request must include your name, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [NOTICE DEADLINE]:

*Amber N. Pizl v. Dependable Staffing Agency Ltd*  
c/o CPT Group Inc.  
50 Corporate Park  
Irvine, CA 92606

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also 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 Sections 6 and 7, above. This means you will retain the right at your own expense to pursue any claims you may have against Dependable Staffing.

**13. If I don’t like the Settlement, how do I tell the Court?**

If you have not excluded yourself from the Class Action, and do not like the Settlement, you can 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 (*Pizl v. Dependable Staffing Agency, Ltd.*, Pierce County Superior Court Case No. 23-2-12099-5), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than** [NOTICE DEADLINE]:

*Class Counsel*  
**James B. Pizl**

**Entente Law PLLC  
315 39<sup>th</sup> Ave SW Ste 14  
Puyallup, WA 98373**

**14. When and where will the Court decide to approve the Settlement?**

The Court will hold a Final Approval Hearing at [HEARING TIME] on [HEARING DATE], at the Pierce County Superior Court, Department 18, 930 Tacoma Ave S, Tacoma, WA 98402. If there are objections, the Court will consider them. Judge Rumbaugh will listen to people who have asked to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel’s request for attorneys’ fees and litigation costs, Settlement Administration Expenses, and Service Award for the named Plaintiff. We do not know how long that decision will take.

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

No. Class Counsel will answer any questions Judge Rumbaugh may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you properly and timely mailed any written objection, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

**16. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying it is your “Notice of Intention to Appear in *Amber N. Pizl v. Dependable Staffing Agency, Ltd.*, Pierce County Superior Court Civil Case No. 23-2-12099-5.” Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than** [NOTICE DEADLINE], and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Stanley J. Rumbaugh Pierce County Superior Court Department 20 930 Tacoma Ave S, Rm 334 Tacoma, WA 98402	James B. Pizl Entente Law PLLC 315 39 <sup>th</sup> Ave SW, Ste 14 Puyallup, WA 98373	Kimberlee L. Gunning Goldfarb & Huck Roth Riojas PLLC 924 4 <sup>th</sup> Ave Ste 3950 Seattle, WA 98104-1510

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

**If you do nothing, you will get no payment.** However, you will be bound by the other terms of the Settlement, including the Release of Claims described in Sections 6 and 7, above.



**18. Are there more details about the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website [WEBSITE], which has a copy of the Settlement Agreement posted. Plaintiff's motion for final approval of the settlement agreement, including Class Counsel's request for attorneys' fees, costs, Settlement Administration Expenses, and Service Award for the named Plaintiff will be available for you to review on [DATE] at [WEBSITE URL].

{CLAIM\_ID}  
{NAME}  
{ADDRESS\_1}  
{ADDRESS\_2}  
{ADDRESS\_3}

{EMAIL\_1}  
{PHONE\_1}

## **CLAIM FORM**

If you wish to be part of the class action settlement in *Amber N. Pizl v. Dependable Staffing Agency Ltd*, Pierce County Superior Court Case No. 23-2-12099-5, and receive a settlement payment, you must provide the information requested below. Please type or print clearly in blue or black ink.

This Claim Form must be submitted via mail postmarked no later than **{Claims Deadline}** to:

***Amber N. Pizl v. Dependable Staffing Agency Ltd***  
**CPT Group Inc.**  
**50 Corporate Park**  
**Irvine, CA 92606**

The Notice you received with this Claim Form describes your legal rights and options. Please visit the official settlement website, **www.{SettlementWebsite}.com**, or call or email the Settlement Administrator, CPT Group Inc., at **(888) XXX-XXXX** or **{email address}** for more information or alternative ways to submit a claim form and receive payment. If your address or contact information changes, you must update the Settlement Administrator as soon as possible to ensure you receive your payment.

**1. Estimated Minimum Settlement Award**

Your estimated minimum settlement award is \$ **{Individual Settlement Award}**,

**2. Settlement Class Member Information**

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

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

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

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

**CLAIMS SUBMITTED OR POSTMARKED AFTER **{CLAIMS DEADLINE}****  
**WILL NOT BE VALID AND WILL NOT RESULT IN PAYMENT OF ANY**  
**FUNDS TO YOU.**