

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), which is subject to approval by the King County Superior Court (the “Court”), is hereby executed by and among Rebecca Clever (“Plaintiff”), individually and as representative of the Settlement Class, and Weyerhaeuser NR Company (“Weyerhaeuser”) (collectively the “Parties”), in the putative class action *Clever v. Weyerhaeuser NR Co.*, King County Superior Court Case No. 23-2-13734-5 SEA (the “Action”).

RECITALS

A. The Action arises from a Class Action Complaint (“Complaint”) filed by Plaintiff on July 26, 2023, that alleges: (1) Weyerhaeuser violated the Seattle Wage Theft Ordinance, SMC 14.20 (the “Ordinance”) and (2) Plaintiff and similarly-situated employees of Weyerhaeuser were not paid wages or compensation for job-related expenses, costs, expenditures, or losses of any kind as defined in the Ordinance. Plaintiff and the Settlement Class seek injunctive and declaratory relief and to recover unpaid wages, liquidated damages, interest, attorneys’ fees, and costs.

B. After the Complaint was filed, the Parties agreed to exchange information and engage in early mediation in the hopes of quickly and efficiently addressing the issues raised by the Plaintiff.

C. As part of the exchange of information, Weyerhaeuser provided Plaintiff’s Counsel with a list of employees with Seattle, Washington addresses; expense and reimbursement request records for those employees; and communications and policies relating to office shutdowns and reopenings, work-from-home and return-to-office efforts and requirements in relation to the Covid pandemic, availability of office equipment, and other expense reimbursement issues.

D. After exchanging this information and mediation briefs, the Parties mediated this Action on February 8, 2024, with Clifford Freed of the Washington Arbitration & Mediation Service. After a full day of negotiations, the Parties reached a settlement of the Action they believe to be fair, adequate, and reasonable, and in the best interests of Plaintiff and the Settlement Class. Subject to Court approval, this Agreement memorializes and finalizes the terms of the settlement reached by the Parties at the conclusion of their negotiations. The purpose of the Agreement is to resolve fully and finally all claims set forth in Section 5 of this Agreement.

E. Plaintiff claims that each and all of the contentions made in the Action have merit and give rise to liability on the part of Weyerhaeuser. Weyerhaeuser denies Plaintiff’s claims, as well as any and all other claims under federal, state, or local law that could arise from the same or similar facts as those asserted by the Plaintiff in the Action. Weyerhaeuser has also asserted defenses to Plaintiff’s claims. Neither this Agreement, nor 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 for, by, or against Plaintiff or Weyerhaeuser of any fault, wrongdoing, or liability whatsoever. While it maintains the claims in the Action are without merit, Weyerhaeuser prefers to resolve this matter by making payments to current and former employees pursuant to this Agreement rather than incurring further attorneys’ fees and other costs in defending the Action.

F. The Parties acknowledge that this Agreement is beneficial for all involved. Plaintiff and Plaintiff's Counsel acknowledge the uncertainty, risks, difficulties, and delays inherent in this Action. Based on the foregoing and the settlement negotiations between the Parties, Plaintiff and Plaintiff's Counsel have determined that the terms of this Agreement are fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Class. Similarly, Weyerhaeuser has concluded that further litigation of the Action would be protracted and expensive for all Parties and that substantial time, energy, and resources would have to be devoted to Weyerhaeuser's defenses against Plaintiff's claims. Weyerhaeuser has, therefore, agreed to the terms set forth in this Agreement to resolve fully and finally all wage claims that were, or that could have been, asserted in the Action.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, the Settlement Class, and Weyerhaeuser, by and through their respective counsel, and subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions outlined in this Agreement, and that the Action will be dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Incorporation of Recitals. The Recitals in this Agreement are incorporated by reference in this Section 1 as if fully set forth herein.

2. Definitions. In addition to the terms defined elsewhere in this Agreement, the following definitions apply to this Agreement.

a. "Effective Date" means the date on which this Agreement is finally approved as provided below and the Court's Final Judgment becomes final. For purposes of this definition, the Court's Final Judgment "becomes final" upon the later of (i) expiration of the time for filing an appeal from the Final Judgment or otherwise seeking appellate review; or (ii) if an appeal is timely filed or other appellate review sought, the date that the Final Judgment is finally affirmed and all other means of appellate review have been exhausted or have expired.

b. "Final Judgment" means the Court's final order approving settlement and dismissing the Action with prejudice.

c. "Individual Settlement Awards" means the specific amounts payable to each individual Settlement Class Member.

d. "Net Amount" means the Settlement Amount (see Section 6) less the Attorneys' Fees/Cost Award (see Section 7), the Settlement Administration Costs (see Section 8), and Plaintiff's Award (see Section 9), all as approved by the Court.

e. "Plaintiff's Counsel" means Julian Hammond, Ari Cherniak, and the law firm of HammondLaw PC.

f. "Preliminary Approval Date" means the date the Court enters the Preliminary Order (as defined in Section 12(a)).

g. “Released Parties” means Weyerhaeuser and its current and former parents, subsidiaries, and affiliates, as well as all of their current and former officers, directors, owners, members, shareholders, employees, agents, and attorneys, and any other successors, assigns, legal representatives, or persons who could be liable for the claims asserted in the Action.

h. “Settlement Administration” means the process under the Court’s supervision that includes, but is not limited to, the manner in which the notice of settlement is distributed, opt-outs or objections are processed, and the payments and distributions required under this Agreement are effectuated.

i. “Settlement Administrator” means Apex Class Action LLC which will perform the Settlement Administration in connection with this Action.

j. “Settlement Administration Costs” means the amount payable to the Settlement Administrator for the Settlement Administration services.

k. “Settlement Class” means all employees of Weyerhaeuser NR Company, and its parents, subsidiaries, and affiliates who worked remotely from their home in Seattle at any time from July 26, 2020 through the time of preliminary approval of this Agreement, but excluding 7 executive or legal employees who were designated to defend or act for Weyerhaeuser in this matter, approximately 5 employees who entered separation agreements with releases, and any employees who opt out of the class.

l. “Settlement Class Members” refers to the individual members of the Settlement Class. The Parties estimated that the Settlement Class included approximately 207 Settlement Class Members. If the Settlement Class exceeds that estimate by more than 20 members (i.e., 227 total members), Weyerhaeuser will pay an additional proportionate amount (solely for the Net Amount distribution) for each additional Settlement Class Member above 227.

m. “Weyerhaeuser’s Counsel” means Patrick Madden, Monica Romero, and the law firm of K&L Gates LLP.

3. Stipulated Class Certification. Solely for purposes of this Agreement and a resolution covering the Settlement Class, the Parties stipulate and agree to certification of the Settlement Class pursuant to Civil Rule 23. The stipulation is without any waiver by Weyerhaeuser of any defenses to any claims asserted in the Complaint. Should the settlement not become final for any reason, the Parties will be returned to the status they were in prior to this Agreement and prior to any class certification to which the Parties stipulated pursuant to this Agreement. The fact that the Parties were willing to stipulate to certification of the Settlement Class as part of this Agreement will have no bearing on, and will not be admissible in connection with, the issue of whether any class should be certified in a non-settlement context in this Action or in any other action (or for any other purpose). Weyerhaeuser expressly reserves its right to contest any class certification and the merits of this or any other lawsuit should this Agreement not become final.

4. Release by Plaintiff. As of the Effective Date, Plaintiff, on behalf of herself and her marital community, heirs, executors, administrators, and assigns, expressly waives, releases, discharges, and acquits any and all claims against Weyerhaeuser and the Released Parties. Except as expressly stated below, this waiver and release is comprehensive, and includes any and all claims (including claims to attorneys' fees and costs), damages, causes of action, or disputes, whether known or unknown, based upon acts or omissions occurring or that could be alleged to have occurred from the beginning of time through the date of preliminary approval of this Agreement. This waiver and release includes both the full scope of the claims released by the Settlement Class as set forth below in Section 5, and further includes, without limitation, all other claims for wages, compensation, employment benefits, and damages of any kind whatsoever arising out of: any defamation, discrimination, harassment, retaliation, wrongful termination, negligence, loss of consortium, or other torts; any federal, state, local, or other governmental statute or ordinance; and any other claim arising out of the employment relationship. Notwithstanding the foregoing, this release does not include any claims for breach or enforcement of this Agreement, claims under the Age Discrimination in Employment Act or Older Workers Benefit Protection Act, unemployment compensation claims, worker's compensation claims, or any other claim that may not be lawfully released under this Agreement.

5. Release by Settlement Class. As of the Effective Date, this Agreement constitutes a full and final settlement and release of any and all claims against Weyerhaeuser and the Released Parties held by Settlement Class Members for wages or compensation for job-related expenses, costs, expenditures, or losses of any kind as defined in the Seattle Wage Theft Ordinance, SMC 14.20, and all derivative claims for overtime, penalties, interest, liquidated damages, exemplary damages, attorneys' fees, costs, and expenses that accrue during, arise out of, or relate to their employment with Weyerhaeuser, or its parents, subsidiaries, or affiliates, occurring or that could be alleged to have occurred, relating back to the full extent of all relevant statutes of limitations and limitations periods and continuing through the date of preliminary approval of this Agreement ("Released Claims"). This release applies to Settlement Class Members and their respective marital communities (if any), heirs, executors, administrators, and assigns. The release in this Section 5 excludes claims that are not reasonably related to wage and expense reimbursement claims, including claims for discrimination, retaliation, wrongful termination, unemployment, worker's compensation, and any claims that may not be lawfully released under this Agreement.

6. Settlement Amount. Weyerhaeuser agrees to pay in full settlement of the Action and satisfaction of the claims of the Settlement Class as set forth in this Agreement the total gross amount of \$114,712.50 (the "Settlement Amount"). The Settlement Amount is non-reversionary and includes the Attorneys' Fees/Cost Award (see Section 7), the Settlement Administration Costs (see Section 8), and Plaintiff's Award (see Section 9), all as approved by the Court. The remainder (after subtracting these amounts) is the Net Amount for distribution to Settlement Class Members. If the Settlement Class exceeds 227 members, Weyerhaeuser will pay an additional proportionate amount (solely for the Net Amount distribution) for each additional Class Member above 227. Weyerhaeuser will pay the Settlement Amount by wire or check into a Qualified Fund established by the Settlement Administrator within 14 days after (a) the Court's Final Judgment has become final and non-appealable; (b) Weyerhaeuser's receipt of payment/wiring instructions from the Settlement Administrator; and (c) receipt of required tax forms from Plaintiff, Plaintiff's counsel, and the Settlement Administrator. With the exception of a separate payment for employer-side

taxes, Weyerhaeuser will not be responsible for making any other payment of any kind. No part of the Settlement Amount will revert to Weyerhaeuser.

7. Attorneys' Fees and Costs. Plaintiff may apply to the Court for an order approving the payment of Plaintiff's Counsel's fees, not to exceed 35% of the Settlement Amount, plus up to \$7,000 for any hard costs incurred by Plaintiff's Counsel. This Agreement is not conditioned on the Court's approval of Plaintiff's Counsel's petition for fees and costs. The application for Plaintiff's Counsel's fees and costs is subject to Court approval, and a reduction by the Court in the requested amount of fees or costs is not a basis for Plaintiff to void, rescind, or terminate this binding Agreement. Instead, any such reduction will be included as part of the Net Amount for distribution to the Settlement Class pursuant to this Agreement. The amount of Plaintiff's Counsel's fees and costs approved by the Court (the "Attorneys' Fees/Cost Award") will be paid from the Settlement Amount and will be made within 14 days after the settlement monies are transferred to the Qualified Fund. Other than the Attorneys' Fees/Cost Award ultimately awarded by the Court and payable out of the Settlement Amount, each party will be responsible for bearing its own attorneys' fees, costs, and expenses.

8. Settlement Administration Costs and Services. Subject to the Court's approval, the Parties agree that Apex Class Action LLC will serve as the Settlement Administrator. The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating a class list, printing and mailing Court-approved notices; performing necessary skip traces on returned notices and checks; calculating payments; preparing and mailing settlement checks; responding to inquiries from Settlement Class Members; calculating all required taxes and withholdings; preparing and distributing all necessary tax returns and tax forms; filing and remitting all taxes and required tax documents with the appropriate government agencies; providing status reports to counsel and declarations for submission to the Court; and performing all other customary duties associated with the administration of settlements. The fee for the Settlement Administrator's services will be up to \$8,000 and paid from the Settlement Amount.

9. Plaintiff's Representative Award and General Release Payment. Plaintiff may apply to the Court for a total amount of \$2,500 that constitutes a representative award and general release payment ("Plaintiff's Award"). This Agreement is not conditioned on the Court's approval of Plaintiff's Award. The application for Plaintiff's Award is subject to Court approval, and a reduction by the Court in the requested amount is not a basis for Plaintiff to void, rescind, or terminate this binding Agreement. Instead, any such reduction will be included as part of the Net Amount for distribution to the Settlement Class pursuant to this Agreement. The amount of Plaintiff's Award approved by the Court will be paid from the Settlement Amount within 14 days after the settlement monies are transferred to the Qualified Fund.

10. Individual Settlement Awards. The Settlement Administrator will calculate Individual Settlement Awards as follows: the Net Settlement Amount will be divided by the credited months worked by Settlement Class Members during the Class Period, with months worked by Settlement Class Members from July 2020 to April 2022 credited at 1.0 (i.e., as full months) and months from May 2022 to the end of the Class Period credited at 0.5 (i.e., as half months), to determine a monthly payment value. Individual Settlement Awards will then be calculated by multiplying the monthly

payment value by the number of credited months each Settlement Class Member worked. No more than 10 days after the Opt-Out Deadline (as defined in Section 12(c)), the Settlement Administrator will advise the Parties of its proposed Individual Settlement Award calculations, which are subject to confirmation by the Parties. After reviewing the results, the Parties agree to negotiate in good faith over any adjustments that may be necessary to address any issues that arise. The Settlement Administrator will allocate fifty percent (50%) of each Settlement Class Member's Individual Settlement Award as wage compensation (subject to applicable taxes and withholding) and the other fifty percent (50%) of the Individual Settlement Award as statutory damages and interest. The Individual Settlement Awards will be calculated and paid from the Net Amount within 21 days after the Effective Date. The Settlement Administrator will be responsible for issuing to each Settlement Class Member who receives an Individual Settlement Award an IRS Form W-2 for the amounts deemed wages and an IRS Form 1099 for the amounts allocated to statutory damages and interest.

11. Withholding and Taxes. The payments contemplated under this Agreement will be subject to taxes and withholdings as required by law and as set forth in the Agreement. The Settlement Administrator will be responsible for calculating such amounts, deciding the appropriate number of exemptions to be used in calculating payroll taxes and withholdings, deciding the appropriate tax rate, paying required taxes and withholdings (including any and all applicable federal, state, and local employer-side payroll taxes associated with any of the payments provided pursuant to this Agreement, including without limitation FICA, FUTA, and SUTA obligations), and issuing required tax documentation to Plaintiff's Counsel, Plaintiff, and Settlement Class Members. As soon as practicable, the Settlement Administrator will notify Weyerhaeuser of the amount due for employer-side taxes. Weyerhaeuser will then provide the Settlement Administrator with a separate payment for this amount. The Parties will cooperate fully with the Settlement Administrator as reasonably necessary to facilitate such calculations, payment, and documentation. The employee portion of all applicable income and payroll taxes will be the sole responsibility of each individual receiving an Individual Settlement Award or Plaintiff's Award. Weyerhaeuser makes no representations, and it is understood and agreed that Weyerhaeuser has made no representations, as to the taxability of any portions of the Individual Settlement Awards or Plaintiff's Award, or the payment of any costs or award of attorneys' fees. The Notice (as defined in Section 12(b)) will advise Settlement Class Members to seek their own tax advice prior to acting in response to the Notice. Plaintiff's Counsel and Weyerhaeuser's Counsel do not intend anything herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor may it be relied upon as such.

12. Procedures for Approval. The Parties agree to the following procedures for obtaining preliminary Court approval of this Agreement ("Preliminary Approval"), notifying the Settlement Class, submitting opt-outs or objections, obtaining final Court approval of this Agreement and dismissal of the Action ("Final Approval"), and making and administering the settlement payments:

a. Preliminary Settlement Hearing. After this Agreement is signed, the Parties will file a motion for preliminary approval of the settlement and request a preliminary settlement hearing before the Court to seek an order (the "Preliminary Order") providing the stipulated class action certification necessary to effectuate this Agreement; appointing Plaintiff as a class

representative under Rule 23; appointing Plaintiff's Counsel as counsel for the Settlement Class; preliminarily approving this Agreement; authorizing the Settlement Administrator to send appropriate notices of the settlement to the Settlement Class Members; and setting a date for a final settlement approval hearing (the "Final Settlement Approval Hearing") at which the Court will determine whether to grant final approval of this Agreement. Plaintiff's Counsel will be responsible for initially drafting and filing all necessary pleadings, and the Parties will reach agreement on the content and cooperate in that process in good faith. In relation to Plaintiff's motions for an Attorneys' Fees/Cost Award and Plaintiff's Award, Weyerhaeuser reserves its right to deny or defend itself against what it deems to be disparaging or unfair comments in relation to the settlement.

b. Notice to the Class. The Parties have agreed to a proposed form for appropriate notice to the Settlement Class Members as reflected in Exhibit A ("Notice"). If there is any subsequent need for material modification of this Notice in order to be consistent with the Court's Preliminary Order, the Parties will cooperate in good faith in an effort to reach agreement on any such modifications. Any unresolved disputes regarding the Notice will be submitted in a joint motion to be decided by the Court. Within 10 days after the Preliminary Approval Date, Weyerhaeuser will provide the name, most current mailing and email addresses maintained and available in its records, number of months each individual Class Member worked from July 2020 to April 2022; and the number of months each individual Class Member worked from May 2022 to the end of the Class Period, for each Settlement Class Member to the Settlement Administrator. Within 21 days after the Preliminary Approval Date, the Settlement Administrator will mail a Notice to each Settlement Class Member at the member's address via first-class regular United States mail. The Notice will include: the nature and status of the Action, including the positions of the Parties; a brief summary of this Agreement and the method of calculating the Individual Settlement Awards; the proposed dismissal of the Action; the procedure for opting out of the Settlement Class or objecting to this Agreement; the date, time, and location of, and procedure for participating in, the Final Settlement Approval Hearing; and the method for submitting inquiries concerning this Agreement or related matters. If any Notice is returned as undeliverable, the Settlement Administrator will attempt one trace to locate a correct address and, if located, will make a second mailing of the Notice or, if not located, will contact the Parties to determine whether they have or can obtain an alternative address. If a Notice is returned as undeliverable after a second mailing, no further attempts at delivery will be necessary.

If a Settlement Class Member disputes an Individual Settlement Award, Defendant's records will be presumed to be correct, but a Settlement Class Member may rebut that presumption by submitting contrary documentation. The Parties will work together in an effort to resolve any disputes. If the Parties cannot reach an agreement on a dispute regarding a Settlement Class Member's Individual Settlement Award, the Settlement Administrator will resolve the dispute and the Settlement Administrator's resolution will be binding on the Parties and all Participating Class Members. The Settlement Administrator's determination can alter the allocation of the Net Settlement Amount, but it cannot require any additional payments from Weyerhaeuser.

c. Procedure for Opting Out. Any Settlement Class Member may request exclusion from this Action and this settlement. The Notice will provide that individuals who wish to exclude themselves from the Settlement Class must send to the Settlement Administrator by

facsimile transmission, email, or first-class regular United States mail a request for exclusion form (“Opt-Out Request”). The Opt-Out Request must be either postmarked by, or e-mailed or sent by facsimile on or before, the 60th day from the date that Notices were first mailed (“Opt-Out Deadline”). For an individual to be validly excluded from this settlement (*i.e.*, to opt out), the Opt-Out Request must include the individual’s name, address, a request to be excluded from *Clever v. Weyerhaeuser*, and signature. To be valid, Opt-Out Requests sent by email must attach a PDF or other scanned image of an original signed document containing this information (an email alone will be insufficient). For completed Opt-Out Requests delivered to the Settlement Administrator, the facsimile or email transmission date and the date of the postmark on the return-mailing envelope will be the exclusive means used to determine whether an Opt-Out Request has been timely submitted before the Opt-Out Deadline. Individuals who are validly excluded from this settlement as provided in this Section 12(c) will not receive any payment under this Agreement, will have no right to object to this Agreement, and will not be bound by any release set forth in this Agreement. Individuals who do not submit a valid and timely Opt-Out Request before the Opt-Out Deadline will be members of the Settlement Class and will be bound by all terms of the Agreement and any Final Judgment entered if the Agreement is approved by the Court.

d. Procedure for Objecting to Settlement. Members of the Settlement Class who do not opt out and who wish to object to any aspect of this Agreement must send to the Settlement Administrator by facsimile transmission, email or first-class regular United States mail a written and signed statement containing their objection no later than the Opt-Out Deadline (60 days from the date the Notices were first mailed). Any Settlement Class Members who fail to submit timely written objections will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to this Agreement. The Settlement Administrator will promptly provide objections to the Parties’ counsel.

e. No Solicitation of Opt-Outs or Objections to Settlement. The Settlement Administrator, Plaintiff, Weyerhaeuser, and their respective counsel will not directly or indirectly solicit or otherwise encourage members of the Settlement Class to opt out or submit written objections to this Agreement.

f. Settlement Administrator’s Report. The Settlement Administrator will provide periodic updates regarding Opt-Out Requests to counsel for the Parties. Within 10 days after the Opt-Out Deadline, the Settlement Administrator will provide a written report to counsel for the Parties (the “Settlement Administrator’s Report”) that will include information regarding the Settlement Administrator’s Notice mailing process, a list of any Opt-Out Requests, a corresponding list of all remaining Settlement Class Members who have not opted out, the exact amount of each Settlement Class Member’s respective Individual Settlement Award, and a list of any Settlement Class Members who submitted objections (together with copies of their objections).

Except where this Agreement is nullified consistent with Section 12(j), within 20 days after the Opt-Out Deadline, the Settlement Administrator will provide the Parties with a sworn declaration, including the information in the Settlement Administrator’s Report. This declaration will be filed with the Court by Plaintiff’s Counsel in support of the motion for final approval of the settlement described below. The Settlement Administrator will also provide periodic reports regarding administration and completion of payments and distributions detailed in this Agreement.

g. Final Settlement Approval Hearing and Entry of Final Judgment. Plaintiff's Counsel will take the lead in drafting a motion for final approval of the settlement together with a proposed final judgment and an order approving the settlement and dismissing the Action with prejudice ("Final Judgment"). The motion will be timely filed prior to the Final Approval hearing date. Weyerhaeuser will cooperate in this process, but reserves its right to deny or defend itself against what it deems to be disparaging or unfair comments in relation to the settlement. A Final Settlement Approval Hearing will be conducted to determine whether the Court should grant final approval of the Agreement. At that hearing, the Parties will present the Final Judgment to the Court for its approval and entry. As part of the Final Judgment, the Court will dismiss the Action with prejudice as to Plaintiff and the Settlement Class. After entry of the Final Judgment, the Court will have continuing jurisdiction over the Action solely for the purposes of addressing (i) Settlement Administration matters, and (ii) such post-Final Judgment matters as may be appropriate under court rules.

h. Individual Settlement Award Payments. The Settlement Administrator will mail Individual Settlement Award checks to members of the Settlement Class within 21 days after the Effective Date. Such checks will be in the amounts specified in the Settlement Administrator Report, except as adjusted by the parties as delineated in Section 10 and less all legally required taxes and withholdings. The Settlement Administrator will be responsible for providing to each member of the Settlement Class an IRS Form W-2 reflecting wage payments and an IRS Form 1099 reflecting payments of statutory damages and interest. The Individual Settlement Award checks will expire 180 days after they are sent. Any member of the Settlement Class whose Individual Settlement Award check is returned as undeliverable will receive his/her Individual Settlement Award check if he/she contacts the Settlement Administrator and provides a mailing address no later than 100 days after the Effective Date (with such checks still expiring as of the timing set forth above based on the original mailing date). The Settlement Administrator will send out reminder postcards via email and first-class regular United States mail 60 days after the initial distribution of Individual Settlement Award checks to all Settlement Class Members who have not cashed their checks reminding them to do so prior to the 180-day deadline. No later than 190 days after the Effective Date, the Settlement Administrator will confer with the Parties' counsel regarding any undeliverable and uncashed Individual Settlement Award checks and any resulting residual amount of the Net Amount. In the event of any such residual amount, the Settlement Administrator will divide the amount in half, with half reverting to the Legal Foundation of Washington and the other half reverting to Sustainable Forestry Initiative, TAX ID#: 80-0030060, 2121 K St. NW STE. 750, Washington, DC 20037.

i. Attorneys' Fees/Cost Award and Plaintiff's Award Payments. The Settlement Administrator will deliver the Attorneys' Fees/Cost Award, payable to Plaintiff's Counsel, and Plaintiff's Award, payable to Plaintiff, to HammondLaw, PC and to Plaintiff, respectively, within 10 days after the settlement monies are transferred to the Qualified Fund and receipt by the Settlement Administrator of any required tax documentation. Plaintiff's Award is a non-wage representative award. The Settlement Administrator will be responsible for issuing to Plaintiff an IRS Form 1099 for the Plaintiff's Award. The Attorneys' Fees/Cost Award payment will be reported on an IRS Form 1099 to HammondLaw, PC.

j. Nullification of Settlement. This Agreement will be null and void if (i) the Court does not enter the Preliminary Order as provided above; (ii) more than 20 individuals who would otherwise be members of the Settlement Class choose to opt out of the Settlement Class and Weyerhaeuser, in its sole and absolute discretion, elects to void this Agreement within 10 days after receiving the Settlement Administrator's Report; (iii) the Court does not finally approve this Agreement as provided above; (iv) the Court does not enter a Final Judgment that becomes final within the meaning of Section 2(a) above; or (v) the settlement does not become final for any other reason. If Defendant exercises its right to nullify the Agreement, it will be responsible for paying any administration costs incurred up to the date the Agreement is nullified. In any such case, the Parties will be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement and will proceed in all respects as if this Agreement had not been executed (including that the CR 23 Settlement Class conditionally certified by stipulation of the Parties in connection with this Agreement will be considered null and void). Moreover, in such case, nothing in this Agreement or the CR 2A agreement may be used by or against any party under Rule 408 of the Federal Rules of Evidence, the Washington State Evidence Rules, or otherwise. If an appeal is filed from the Court's Final Judgment, or any other appellate review is sought prior to the Effective Date, administration of this Agreement will be stayed pending final resolution of the appeal or other appellate review. Notwithstanding the above, if any of the circumstances identified in this Section 12(j) that could render this Agreement null and void occur, the Parties may mutually agree to attempt to renegotiate the settlement and/or this Agreement for purposes of reaching a settlement.

13. No Effect on Employee Benefits. This Agreement, and any amounts paid to the Settlement Class Members hereunder, will have no effect on the eligibility and/or calculation of their respective employee benefits and will not represent any modification to their previously credited hours of service under any employee pension benefit plan or employee welfare plan sponsored by or subject to contributions from Weyerhaeuser unless otherwise required by law. Further, any amounts paid hereunder will not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan or employee welfare benefit plan sponsored by or subject to contributions from Weyerhaeuser, or for purposes of any Weyerhaeuser bonus or incentive plans or payments unless otherwise required by law.

14. Miscellaneous Provisions.

a. Settlement Administrator. The Parties will have equal access to the Settlement Administrator and all information related to the administration of the settlement. The Settlement Administrator will provide information to counsel for either party upon request. The Settlement Administrator will provide regular reports to counsel for the Parties (and, as requested, declarations for filing with the Court) regarding the status of the mailing of the Notices, the claims administration process, and distribution of the Individual Settlement Award checks.

b. Interim Stay of Proceedings. Except for proceedings necessary to implement and finalize this Agreement, the Parties agree to hold all further proceedings in the Action in abeyance pending the Final Settlement Approval Hearing.

c. No Tolling. This Agreement, and the underlying Action, do not provide for any equitable tolling of any statutes of limitation and do not toll the statute of limitations for any lawsuit or other matter.

d. Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

e. Entire Agreement. This Agreement constitutes the entire Agreement among these Parties, and no representations, warranties, or inducements have been made to any party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized herein. This Agreement supersedes the CR 2A agreement signed by the Parties, and the CR 2A agreement is rendered null and void by the execution of this Agreement.

f. Authorization to Enter into Settlement. 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 and a full and final resolution of the claims asserted in the Action. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of a mutually designated third party, or the Court, to resolve such disagreement.

g. Media Statements. Unless ordered by the Court as part the approval process or otherwise authorized by law, Plaintiff and Plaintiff's Counsel agree not to publicize the settlement (including, without limitation, in a verdicts/settlements service, through social media, or via any other means) except, if asked, they may respond to a public inquiry by stating that an agreement was reached on terms that will be submitted to the Court for approval. Plaintiff's Counsel may post a reference to the settlement on their website and bios submitted to courts to demonstrate adequacy of counsel that do not identify Weyerhaeuser by name, but that identify the Settlement Amount, nature of the case, type of claims involved, and general nature of Weyerhaeuser business. Once this Agreement receives Final Approval from the Court, Plaintiff's Counsel may disclose the names of the Parties in this action, nature of the action, the amount of settlement, class size, and the venue/case number of this action, solely to demonstrate the adequacy of Plaintiff's Counsel for use in other cases.

h. Neutral Reference. If a third party with whom Plaintiff seeks employment contacts Defendant for a reference, Defendant agrees to provide only the following information to the third party: Plaintiff's hire and separation date and her job title. For Defendant to be required to comply with this provision, the third party must contact The Work Number at www.theworknumber.com or 1 (800) 367-2884 and use Defendant's employer code: 11521.

i. Attorneys' Fees. If any Party institutes any legal action or other proceeding against another Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the prevailing party will be entitled to recover from the

unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such action.

j. Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, any successors or assigns of the Parties.

k. Washington Law Governs. All terms of this Agreement are to be governed by and interpreted according to the laws of the State of Washington. The Parties agree that this Agreement has been freely negotiated and should not be construed against any party as the drafter.

l. Counterparts. This Agreement may be executed in one or more counterparts (any one or all of which may be facsimile or PDF/electronic copies). All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement will exchange among themselves original signed counterparts. This Agreement will become effective upon the last date of its execution by all of the persons for whom signature spaces have been provided below.

m. This Settlement Is Fair, Reasonable, and Adequate. Plaintiff, Plaintiff's Counsel, and Weyerhaeuser believe that this is a fair, reasonable, and adequate settlement with respect to their interests and the interests of the Settlement Class Members and have arrived at this settlement in arms-length negotiations after taking into account all relevant factors, present and potential. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement will be construed according to the fair intent of the language taken as a whole, and not for or against any party.

n. Waiver. The waiver by one party of any provision or breach of this Agreement will not be deemed a waiver of any other provision or breach of this Agreement.

o. Use and Retention of Information. Any documentation containing the names, addresses, or personal information of Settlement Class Members may be used by Plaintiff's Counsel and the Settlement Administrator only for purposes of implementing this Agreement. All such information may not be disclosed by Plaintiff's Counsel or the Settlement Administrator to anyone or any organization, except as necessary to facilitate settlement administration.

p. Continuing Jurisdiction. The Court will retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Settlement Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court will have exclusive jurisdiction to resolve any disputes involving this Agreement.

q. Calculation of Time. All time listed in this Agreement is in calendar days unless specified otherwise. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

HAMMONDLAW, PC

By: _____
Julian Hammond, WSBA #52096

Dated: _____

K&L GATES LLP

DocuSigned by:
Patrick Madden
By: _____
Patrick M. Madden, WSBA #21356

Dated: 5/7/2024

REBECCA CLEVER

By: _____

Dated: _____


WEYERHAEUSER NR COMPANY

DocuSigned by:
Rachel McCall
By: _____

Title: VP Litigation & Enterprise Risk

Dated: 5/7/2024

HAMMONDLAW, PC

By:  _____
Julian Hammond, WSBA #52096


Dated: May 7 2024

K&L GATES LLP

By: _____
Patrick M. Madden, WSBA #21356

Dated: _____

REBECCA CLEVER

By:  _____

Dated: 5/7/2024

WEYERHAEUSER NR COMPANY

By: _____

Title: _____

Dated: _____

EXHIBIT A

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

Clever v. Weyerhaeuser NR Company, No. 23-2-13734-5 SEA

Notice of Proposed Class Action Settlement

A Class Action Settlement may affect your rights, and you may be eligible to receive a payment from the settlement.

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

- Plaintiff Rebecca Clever (“Plaintiff” or “Class Representative”) brought a lawsuit against her former employer Weyerhaeuser NR Company (“Weyerhaeuser”) on behalf of herself and a class of similarly situated employees who live in Seattle (the “Class”). The lawsuit asserts that, during the Covid shutdown period, Weyerhaeuser violated the Seattle Wage Theft Ordinance, SMC 14.20 (the “Ordinance”) by failing to pay Plaintiff and the Class wages or compensation for job-related expenses, costs, expenditures, or losses of any kind as defined in the Ordinance. Weyerhaeuser denies Plaintiff’s claims.
- The Court has not made any determinations regarding the merits of Plaintiff’s claims, and it has not decided whether Weyerhaeuser violated the law.
- The parties to the lawsuit have reached a proposed class action settlement. The settlement includes a total payment by Weyerhaeuser of \$114,712.50 (the “Settlement”). The Court has issued an order preliminarily approving the Settlement and authorizing a Settlement Administrator to issue this Notice.
- You are receiving this Notice because Weyerhaeuser’s business records indicate you are eligible to participate in the Settlement as a member of the Settlement Class. “Settlement Class” means all employees of Weyerhaeuser, and its parents, subsidiaries, and affiliates, who worked remotely from their home in Seattle at any time from July 26, 2020, through **DATE OF PRELIMINARY APPROVAL**, but excluding employees who were designated to defend or act for Weyerhaeuser in this matter, who entered separation agreements with releases, or who opt out of the Class.
- You will automatically receive a proportional share of the Settlement payment unless you exclude yourself (or “opt out”) from the Settlement, as explained below.
- Your legal rights are affected whether you act or not. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Stay in the Class. Receive Settlement payment. Give up certain rights. By doing nothing, you will receive a share of the Settlement proceeds if the Settlement is approved by the Court and becomes final. In exchange, you will be bound by the Settlement terms, including a release of claims. You are not required to appear at any Court hearing; you will be represented by Class Counsel and the Class Representative.
ASK TO BE EXCLUDED	Exclude yourself from the Class. Receive no payment. No waiver of rights. If you ask to be excluded (or “opt out”) from the Class, you will not be bound by the Settlement terms, but you will not receive any share of the Settlement proceeds. The deadline by which you must opt-out of the Settlement is DATE .
OBJECT OR COMMENT	Stay in the Class but Challenge the Settlement or Settlement terms. You may object to the Settlement and tell the Court why you do not want it approved. If the Court approves the Settlement, you will be bound by it. If you ask to be excluded, you cannot also provide objections. The deadline to object to the Settlement is DATE .

- **Any questions? Read the rest of this Notice.**

BASIC INFORMATION

1. Why did I get this Notice?

The Class Representative brought a lawsuit asserting claims regarding failure to pay wages or compensation for job-related expenses, costs, expenditures, or losses of any kind under the Ordinance against Weyerhaeuser on behalf of herself and similarly situated employees of Weyerhaeuser who live in Seattle. The Parties agreed to an early mediation in the hopes of quickly and efficiently addressing these issues and reached a proposed Settlement. The Court issued an order preliminarily approving that Settlement. That order also directed that this Notice be sent to all members of the Class to inform you about the proposed Settlement, and about your options and rights, before the Court decides whether to order final approval of the Settlement. The Court will decide whether to finally approve the Settlement during a Final Approval Hearing scheduled to occur on **DATE** at **TIME** before the Honorable Michael R. Scott in the King County Superior Court, Courtroom W-905, 516 3rd Ave., Seattle, WA 98104. The date and time of the Final Approval Hearing is subject to change without further notice. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to the Settlement Class.

2. Who are the Parties and What is the Lawsuit About?

Plaintiff Rebecca Clever brought this lawsuit. Weyerhaeuser is the Defendant. Plaintiff and Weyerhaeuser are referred to as the “Parties” to the lawsuit.

The Court appointed Plaintiff to serve as the “Class Representative” for the Class. The Court also appointed her lawyers to serve as “Class Counsel” for the Class and appointed **Administrator** to serve as the “Settlement Administrator” for the Settlement.

Plaintiff alleges that, during the Covid shutdown period, Weyerhaeuser violated the Ordinance by failing to pay Plaintiff and the Class wages or compensation for job-related expenses, costs, expenditures, or losses of any kind as defined in the Ordinance. The Court has not made any determinations regarding the merits of Plaintiff’s claims, and it has not decided whether Weyerhaeuser violated the law.

3. Why is there a Settlement?

The Court has not ruled on any of the claims in this case and has not decided whether Plaintiff or Weyerhaeuser is right. Instead, the Parties agreed to this Settlement after extended, good faith, and arms-length negotiations with the assistance of a neutral third-party mediator. The Settlement allows the Parties to put the matter to rest, focus on other matters, and avoid the costs and risks of litigation in exchange for a certain outcome. Plaintiff and Class Counsel believe the Settlement is best for everyone in the Class.

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

You received this Notice because Weyerhaeuser’s records show that you are a potential member of the Class under the terms of the proposed Settlement. If the Settlement is approved, it will cover all potential members of the Class who do not exclude themselves from the Settlement, as explained below.

5. What are the Settlement terms and how much can I expect to receive if I participate?

a. Overall summary of Settlement terms

Weyerhaeuser will pay \$114,712.50 to settle this case (the “Settlement Amount”). From that amount, payments will be made to Class Counsel for attorneys’ fees (up to \$40,149.37) and out-of-pocket costs (up to \$7,000), to the Settlement Administrator for administrative costs (up to \$8,000), and to Plaintiff for a representative award and general release payment (up to \$2,500). The final amounts of these payments are subject to Court approval. If the Court approves these payments, the remainder of the Settlement Amount (“Net Settlement Amount”) will be distributed to members of the Settlement Class, less payroll taxes and withholdings required by law. Weyerhaeuser has the option to nullify the Settlement if more than twenty potential members of the Settlement Class choose to opt out.

b. Calculation of Individual Settlement Awards for Settlement Class members

Members of the Settlement Class will receive Individual Settlement Awards from the Net Settlement Amount. The Settlement Administrator will calculate Individual Settlement Awards as follows: the Net Settlement Amount will be divided by the credited months worked by the Settlement Class during the Class Period, with months worked by the Settlement Class from July 2020 to April 2022 credited at 1.0 (i.e., as full months) and months from May 2022 to the end of the Class Period credited at 0.5 (i.e., as half months), to determine a monthly payment value. Individual Settlement Awards will then be calculated by multiplying the monthly payment value by the number of credited months each member of the Settlement Class worked. The Parties estimate that the average gross payment (before taxes and withholdings) for a member of the Settlement Class will exceed \$250 but the actual payment you receive will depend on how many months you worked while in the Class.

If you do not exclude yourself from the Settlement, a check for your Individual Settlement Award will be mailed to you about 20 days after the Settlement’s “Effective Date,” which is the later of: (1) 30 days after the Court grants final approval of the Settlement or denies any motion for reconsideration if there are no appeals from the Court’s final approval order; or (2) if an appeal is timely filed or other appellate review is sought, the date the final judgment is finally affirmed and all other means of appellate review have been exhausted or have expired.

c. Applicable tax withholding and responsibility for taxes

According to the Settlement, the Settlement Administrator will allocate 50% of each Settlement Class member’s Individual Settlement Award as wage compensation (subject to applicable taxes and withholding) and the other 50% of the Individual Settlement Award as statutory damages and interest.

The taxes deducted as a portion of your wages does not necessarily indicate the totality of your tax liability for the Individual Settlement Award you receive. Members of the Settlement Class will be responsible for the tax consequences of all payments they receive, for filing returns and reporting all income received to applicable state and federal taxing authorities, and for payment of any other applicable taxes due. The Parties cannot provide any advice regarding tax obligations. You may want to seek tax advice from your own tax advisor as to any amounts you receive pursuant to the Settlement.

d. Attorneys' fees and costs for Class Counsel

The Court approved the following law firm and attorneys as Class Counsel:

Julian Hammond, WSBA #52096
JHammond@hammondlawpc.com
Ari Cherniak, WSBA #55727
ACherniak@hammondlawpc.com
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402
Tel: 206.707.9366

You do not need to pay any portion of Class Counsel's attorneys' fees or costs yourself. All attorneys' fees and costs will be paid from the Settlement Amount. Class Counsel will seek reimbursement of the costs they actually incurred in litigating this case, up to \$7,000. Class Counsel will also request that the Court award attorneys' fees of up to \$40,149.37. Any amounts not approved by the Court will be added to the Net Settlement Fund for distribution to Settlement Class members.

e. Settlement Administration costs

The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, up to \$8,000, will be paid out of the Settlement Amount. Any amounts not approved by the Court or otherwise not expended by the Settlement Administrator will be added to the Net Settlement Amount for distribution to the Settlement Class.

YOUR OPTIONS AND RIGHTS

6. What are my options?

a. Do nothing

If you want to participate in the Settlement, you do not have to do anything. You will receive your Settlement payment automatically if the Settlement is approved by the Court and becomes final. In exchange, you will be bound by the Settlement, including the Release of Claims.

b. Ask to be excluded

You can request to be excluded (or "opt out") from the Settlement. If you exclude yourself, you will not receive any payment from the Settlement, you will not be subject to the terms of the Settlement Agreement, and you will retain whatever rights and claims you may currently have.

If you want to exclude yourself from the Settlement, mail, email, or fax a written statement to the Settlement Administrator, whose name and contact information is provided below. The statement must contain (1) your name, (2) your address, (3) a statement that you desire to be excluded from the Settlement in *Clever v. Weyerhaeuser*, and (4) your signature. To be valid, an exclusion request sent by email must attach a PDF or scanned image of an original signed document. An email alone will not be sufficient. You cannot both exclude yourself from the Settlement and object to it. In order for you to object to the Settlement or its terms, you may not submit a request for exclusion.

A request to be excluded must be postmarked or transmitted by **DATE**.

c. Object or comment

You may object to any term of the Settlement before final approval by submitting a written and signed statement of objection to the Settlement Administrator, whose name and contact information is provided below. You cannot object if you exclude yourself from the Settlement. The objection must contain (1) your name, (2) your address, (3) the reason for your objection, and (4) your signature. If the Court rejects your objection, you will still be bound by the terms of the Settlement.

Your written objection or comment must be postmarked or transmitted to the Settlement Administrator by facsimile transmission, email, or first-class regular United States mail by **DATE**.

7. Released Claims – What will I give up if I participate in the Settlement?

If the Court approves the Settlement, the Court will enter a final judgment dismissing the lawsuit “with prejudice.” This means that the claims in the lawsuit will be permanently dismissed. Additionally, in exchange for the Settlement payments, Weyerhaeuser will be “released” from claims as described in Paragraph 5 of the Parties’ Settlement Agreement, which states:

Release by Settlement Class. As of the Effective Date, this Agreement constitutes a full and final settlement and release of any and all claims against Weyerhaeuser and the Released Parties held by Settlement Class Members for wages or compensation for job-related expenses, costs, expenditures, or losses of any kind as defined in the Seattle Wage Theft Ordinance, SMC 14.20, and all derivative claims for overtime, penalties, interest, liquidated damages, exemplary damages, attorneys’ fees, costs, and expenses that accrue during, arise out of, or relate to their employment with Weyerhaeuser, or its parents, subsidiaries, or affiliates, occurring or that could be alleged to have occurred, relating back to the full extent of all relevant statutes of limitations and limitations periods and continuing through the date of preliminary approval of this Agreement (“Released Claims”). This release applies to Settlement Class Members and their respective marital communities (if any), heirs, executors, administrators, and assigns. The release in this Section 5 excludes claims that are not reasonably related to wage and expense reimbursement claims, including claims for discrimination, retaliation, wrongful termination, unemployment, worker’s compensation, and any claims that may not be lawfully released under this Agreement.

By being part of the Settlement Class, individuals agree that they cannot sue or seek recovery against Weyerhaeuser or other Released Parties described in the Settlement Agreement, including, for example, Weyerhaeuser’s past and present subsidiaries, parents, and other affiliated persons or entities, and their respective insurers, predecessors, successors, assigns, officers, directors, employees, agents, representatives, and attorneys for any Released Claims. Participating in the Settlement does not, however, waive claims outside the release. Anyone potentially in the Class who does not request exclusion by the applicable deadline will be in the Settlement Class and will be considered to have accepted the above “Class Release” and to have waived all of the Released Claims against the Released Parties. Anyone potentially in the Class who requests exclusion by the applicable deadline is not in the Settlement Class, will not be subject to the Class Release, and will not receive any payment.

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

No. Weyerhaeuser supports the Settlement and will not retaliate against anyone for participating in the Settlement. Indeed, Weyerhaeuser encourages members of the Settlement Class to participate in the Settlement. Your decision to participate, not participate, or object to the Settlement will not affect your employment with Weyerhaeuser or Weyerhaeuser’s treatment of you as a current or former employee.

GETTING MORE INFORMATION

9. Where can I get additional information?

This Notice only summarizes the lawsuit, the Settlement, and related matters. For more information, please contact Class Counsel or the following Court-approved neutral third-party Settlement Administrator:

Clever v. Weyerhaeuser Settlement Administrator
c/o Administrator
XXXXX
XXXXXXXX
Email: XXXXXXXX
Fax: XXXXXXXX
Toll free telephone number: (800) XXX-XXXX

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE PAYMENT PROCESS. Please also note that Weyerhaeuser's executives, managers, and human resources personnel generally will not be able to answer Settlement Class members' questions about this Settlement. Any questions should be directed to the Settlement Administrator or Class Counsel.

The pleadings and other records in this litigation, including the Settlement Agreement, may be obtained by contacting the Settlement Administrator or Class Counsel. You may also inspect the Court files at the King County Superior Court, 516 3rd Ave., Seattle, WA 98104, during the hours of 9:00 a.m. to 4:30 p.m., Monday through Friday (excluding holidays).