

SETTLEMENT AGREEMENT AND RELEASE

Plaintiff James Rector, on behalf of himself and all Class Members (defined below), and Defendant Egencia LLC, agree to the terms of this Settlement Agreement and Release (the “Settlement”), subject to the preliminary and final approval of the Superior Court of the State of Washington for King County (“Court”) and the terms and conditions set forth in the Settlement.

I. DEFINITIONS

For the purposes of the Settlement, words or phrases that are presented in initial capital letters are defined as follows:

1. “Action” means *James Rector v. Egencia, LLC*, pending in the Superior Court of the State of Washington for King County as Case No. 23-2-11362-4 SEA. The Action was filed on June 23, 2023.

2. “Check Cashing Period” means the 120-day period commencing the date on which the Settlement Administrator mails the Individual Settlement Payments to Participating Class Members, addressed in paragraph 34 below.

3. “Class Counsel” is the law firm HammondLaw, P.C.

4. “Class Member” means any individual who is member of the Employee Class.

5. “Class Period” means the period from June 23, 2020, through the date of preliminary approval of the Settlement.

6. “Class Representative” and “Plaintiff” means James Rector.

7. “Court” means the Superior Court of the State of Washington for King County.

8. “Defendant” or “Egencia” means Egencia, LLC.

9. “Employee Class” or “Class” means the individuals identified by Employee ID on Exhibit A to this Settlement who worked remotely from home in Seattle for Egencia at any time between June 23, 2020 and October 31, 2022. The Class has 84 members. If the Class increases by more than 10%, rounded to the nearest whole number, *i.e.*, more than 92 employees, the Gross Settlement Amount will increase proportionally for each additional Class Member above 92.

10. “Fairness Hearing” means the Court hearing to consider any objections to, and the motion for final approval of, the Settlement.

11. “Final Judgment” means the order granting final approval of the class action settlement and the final judgment entered by the Court.

12. “Gross Settlement Amount” means the all-inclusive settlement amount that Defendant will be obligated to pay in connection with the Settlement, as detailed in paragraph 29. The Gross Settlement Amount shall be “all inclusive,” meaning that all Class Counsel attorneys’ fees and costs, all Settlement Administrator fees and expenses, all payments to Plaintiff and Class Members shall be distributed from the Gross Settlement Amount.

13. “Individual Settlement Payment” means the portion of the Net Settlement Fund allocated to an individual Participating Class Member, as detailed in paragraph 31.

14. “Net Settlement Fund” or “NSF” shall mean the balance of the Gross Settlement Amount available for allocation to Participating Class Members after deduction of all Court-approved costs and fees associated with the Settlement, including all payments to Class Counsel for attorneys’ fees, costs, and expenses, and all payments to the Settlement Administrator for settlement administration fees and expenses. All Individual Settlement Payments will be paid from the NSF.

15. “Notice” means the Notice of Class Action Settlement, attached hereto as Exhibit B, which (subject to Court approval) the Settlement Administrator will mail to each Class Member.

16. “Participating Class Members” means all Class Members other than those who timely and properly elect not to participate in the Settlement by submitting a written and valid Request for Exclusion.

17. “Parties” means Plaintiff and Defendant, and “Party” shall mean any one of the Parties.

18. “Request for Exclusion” means a written notice from a Class Member to the Settlement Administrator, requesting to exclude himself or herself from the Settlement in accordance with the process and deadlines described at paragraphs 40-42.

19. “Settlement” means this Settlement Agreement and Release and its terms, which, subject to Court approval and the occurrence of the Settlement Effective date, finally resolves the Action and the claims of all Participating Class Members.

20. “Settlement Administrator” means the entity appointed by the Court to administer the Settlement and perform the duties set forth in paragraphs 31-47. Subject to Court approval, the Parties propose that Apex be appointed Settlement Administrator.

21. “Settlement Effective Date” means the date immediately after the first date by which all of the following have occurred:

(a) the Court has granted final approval of the Settlement and entered Final Judgment consistent with its terms; and

(b) either (i) the deadline for seeking appellate review of the Final Judgment has passed without a timely appeal or a request for review having been made, or (ii) in the event of an appeal or request for review, the last appellate court to consider the case has rendered a final decision dismissing the appeal and affirming the final approval of the Settlement and Final Judgment without material modification, and the applicable deadline for seeking further appellate review has passed.

22. “Share Form” is the form attached to the Notice, which states the recipient’s estimated share of the NSF and describes the process by which Class Members can challenge their share.

II. RECITALS

23. On June 23, 2023, Plaintiff commenced the Action on behalf of himself and all others allegedly similarly situated with respect to the claims asserted. Defendant denies any liability of any kind associated with the claims alleged in the Action.

24. On February 12, 2024, the Parties reached an agreement in principle to settle the Action.

25. Class Counsel represent that they have conducted a thorough investigation into the facts of this Action and have diligently pursued the claims alleged in the Action on behalf of the Class Members. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, adequate, and is in the best interests of Class Members in light of all known facts and circumstances, including Defendant's defenses, issues of first impression, trial uncertainty, appeal uncertainty, the risk that the Court may decline to certify a class, and the potential for protracted litigation.

26. Defendant agrees that the Settlement is fair, reasonable and adequate under the circumstances, taking into account litigation risks and costs of defense.

27. This Settlement represents a compromise of materially disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any liability to Plaintiff or the Class Members on those claims.

28. The entry of Final Judgment in this action shall dismiss with prejudice all claims set forth in the Action.

III. SETTLEMENT PAYMENTS

29. Gross Settlement Amount: The Gross Settlement Amount is a non-reversionary sixty-nine thousand and 500 dollars (\$69,500.00).

(a) The Gross Settlement Amount is "all inclusive," meaning that all Class Counsel attorneys' fees, costs, and expenses, all Settlement Administrator fees and expenses, and all payments to Plaintiff and Participating Class Members shall be distributed from the Gross Settlement Amount.

(b) Unless there is an increase in class size as set forth in paragraph 9 above, in no event shall Defendant be obligated to pay more than \$69,500.00 in total for settlement of the Action.

(c) As consideration for the releases described in Section VI, below, dismissal of the Action with prejudice, and the other terms and conditions of this Settlement, Defendant will transfer the Gross Settlement Amount to the Settlement Administrator within thirty (30) calendar days following the Settlement Effective Date. At the same time, Defendant shall provide the Settlement Administrator with Social Security Numbers for all Participating Class Members.

30. Deductions from the Gross Settlement Amount

(a) Class Counsel's Attorneys' Fees and Costs: Defendant will not oppose Class Counsel's request to the Court for approval of an award of attorneys' fees up to 40% of the Gross Settlement Amount and up to \$7,000 in costs to be paid from the Gross Settlement Amount. Class Counsel will provide the Settlement Administrator with their taxpayer ID numbers, and the Settlement Administrator will issue Form 1099s for any payments to Class Counsel for attorneys' fees and costs.

(b) Settlement Administrator Expenses: The Parties will ask the Court to approve payment of all Settlement Administrator fees and expenses, not to exceed \$5,000.00 from the Gross Settlement Amount.

(c) Class Representative Service Award: Plaintiff will ask the Court to approve a class representative service award to James Rector of up to \$5,000.00. Defendant will not oppose any such request. Any Class Representative Service Award awarded by the Court will be deducted from the Gross Settlement Amount.

31. Net Settlement Fund: The Settlement Administrator shall allocate the Net Settlement Fund (the balance of the Gross Settlement Amount after all Court-approved deductions) to Participating Class Members as Individual Settlement Payments based on their pro rata share of

the NSF, as determined by each their individual months worked during the Class Period (rounded up to the nearest month) divided by the total months worked for all Class Members, with months worked by Class Members prior to November 2022 credited at 1.0 (*i.e.*, as full months) and months from November 2022 to the end of the Class Period credited at 0.25 (*i.e.*, as quarter months), to determine a monthly payment value. (*e.g.*, Malik, a Participating Class Member, worked 14 months and 1 day during the Class Period (Settlement Administrator will round up to 15 months); the sum of working months for all Class Members is 800 months; Malik will be paid 15/800 of the NSF, reflecting his pro rata share, with the value of the months Malik worked from November 2022 and on, reduced by 75%).¹ The Settlement Administrator will determine months worked based on information in Exhibit A to this Settlement. For current employees of Defendant, the Settlement Administrator should calculate months worked through the date of preliminary approval of the Settlement.

32. Each Individual Settlement Payment will be designated a non-wage business-expense reimbursement and will be reflected on a Form 1099. The Form 1099s will be prepared by the Settlement Administrator, who will also be responsible for forwarding appropriate tax information, if any, to the relevant taxing authorities. Participating Class Members are responsible for the tax consequences of all payments they receive, for filing returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due.

33. Settlement Payment Date: Within forty-five (45) calendar days after the Settlement Effective Date, the Settlement Administrator shall mail the Individual Settlement Payments to Participating Class Members and make payment of Court approved attorneys' fees and costs to Class Counsel.

34. Check Cashing Period: If any Participating Class Members do not cash their Individual Settlement Payment checks within the Check Cashing Period, any amounts associated

¹ The name and numbers in the example are for illustrative purposes only and do not reflect any actual calculations for the Class Members or any Participating Class Members.

with those uncashed checks will be sent by the Settlement Administrator to the State of Washington with the associated name of the Class Member pursuant to Washington's Revised Unclaimed Property Act (RCW 63.30, *et seq.*).

IV. NOTICE TO THE CLASS MEMBERS

35. Within fourteen (14) calendar days after the Court's entry of its order granting preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the following information about each Class Member, to the extent it is available to Defendant: the names and last known addresses, original hire date, continuous service date, termination date, and/or the number of months individual Class Members worked.

36. The Settlement Administrator shall send the Notice (including Share Form) in the form attached as Exhibit B to all Class Members. The Notice will be sent by first class mail as soon as reasonably practicable under the circumstances and within thirty (30) days after the Court grants preliminary approval of the Settlement.

37. The Settlement Administrator will use reasonable tracing to verify the accuracy of the addresses before the initial mailing to ensure that the Notice is sent to Class Members at the addresses most likely to result in prompt receipt. It will be conclusively presumed that if an envelope so mailed has not been returned within thirty (30) days of the mailing that the Class Member received the Notice. With respect to envelopes returned as undeliverable, the Settlement Administrator will use reasonable diligence to obtain a current address and re-mail the envelope to such address. The Parties will provide the Settlement Administrator with additional information from their records, as needed, to facilitate this effort.

38. Class Counsel shall provide the Court, at least seven (7) business days prior to the Fairness Hearing, a declaration by the Settlement Administrator specifying the due diligence it has undertaken with regard to the mailing of the Notice.

V. PROCESS FOLLOWING CLASS NOTICE DISSEMINATION

39. The Share Forms distributed to Class Members will list the recipient's estimated share of the NSF, as calculated by the Settlement Administrator, assuming 100% Class Member participation in the Settlement. In the event of a dispute regarding a Class Member's share of the NSF, Defendant's records will be presumed to be correct, but that presumption may be rebutted by the Class Member's documentary showing. The Settlement Administrator will resolve all disputes about a Class Member's share of the NSF, and the Settlement Administrator's resolution will be binding on the Parties and all Participating Class Members.

40. Class Members shall have forty-five (45) calendar days from the mailing of the Notice to submit a written Request for Exclusion, to challenge the calculation of their share of the NSF, and/or to file an objection to the Settlement with the Settlement Administrator. In the event of an objection, the Settlement Administrator will provide the Objections to Class Counsel and Defendant's counsel within five (5) business days. A Class Member who has submitted a valid written Request for Exclusion shall have no standing to object to the Settlement and will not be entitled to be heard at the Final Approval Hearing.

41. In order to elect not to participate in the Settlement (*i.e.*, opt out), a Class Member must sign and return a written Request for Exclusion, postmarked within forty-five (45) calendar days from the mailing of the Notice. No Request for Exclusion form will be honored if postmarked after this deadline. To be valid, the Request for Exclusion must be written and contain the following information: the Class Member's name, address, and signature, and a statement that they wish to be excluded from the Settlement in the case of *James Rector v. Egencia, LLC*.

42. All objections to the Settlement and all Requests for Exclusion shall be sent directly to the Settlement Administrator at the address indicated on the Notice.

43. Within fifty-nine (59) calendar days after the mailing of the Notice (fourteen (14) calendar days after the deadline for submission), the Settlement Administrator will certify jointly to Class Counsel and Defendant's counsel how many written Requests for Exclusions were timely

or untimely submitted. The Settlement Administrator will also provide a summary of Class Member challenges to their share of the NSF and its resolution of those challenges.

44. The Settlement Administrator will timely notify claimants whose objections or Request for Exclusion were untimely or denied for other reasons.

45. Any Class Member who does not timely submit a valid Request for Exclusion will be bound by the Release of Claims set forth in Section VI, paragraph 48, of this Settlement, and will receive an Individual Settlement Payment. Any Class Member who timely submits a valid Request for Exclusion will not be bound by the release of claims set forth in Section VI, paragraph 48, and will not receive an Individual Settlement Payment.

46. Participating Class Members shall have a period of one hundred and twenty (120) calendar days after the mailing by the Settlement Administrator to cash or deposit their Individual Settlement Payment checks. If a Participating Class Member fails to cash or deposit his or her check within this Check Cashing Period, the Settlement Administrator will cancel the check and process the funds in accordance with paragraph 34.

47. The Settlement Administrator shall be responsible for distributing the payments pursuant to this Settlement. The Settlement Administrator will submit to Class Counsel proof of all payments made from the Gross Settlement Amount, and will serve all counsel with a copy of the same, within seventy-five (75) days following the Settlement Effective Date.

VI. RELEASES

48. Release of Claims by Class Members: In consideration of their Individual Settlement Payments and the other terms and conditions of the Settlement, each Participating Class Member (including the named Class Representative) will irrevocably release and discharge Defendant and its former and current parents, subsidiaries, predecessors, and affiliated corporations, and their respective officers, directors, employees, partners, shareholders, agents, insurers, employee benefit plans, and any other successors, assigns, or legal representatives (the “Released Parties”) from any and all claims that were or could have been asserted in the Action

based on the facts alleged, relating back to all relevant statutes of limitations and continuing through to the date of preliminary approval, including but not limited to all expense claims under the City of Seattle Wage Theft Ordinance, ch. 14, sections 1.420.005, *et seq.* and claims related to business expenses, home office expenses, remote work expenses, working from home expenses, COVID-19 expenses, employer expenses, and any liquidated damages, attorneys' fees, costs, and interest related to or arising from those claims, whether founded on state, federal or local law. This Release does not release any claims that the law does not permit each Participating Class Member to release. Each Participating Class Member is responsible for appropriately reporting the proceeds received as a result of this Release on their taxes, if applicable, and agrees to hold the Released Parties harmless with respect to any dispute arising from or related to such reporting.

49. Additional Release by Rector: In addition to the release set forth in Paragraph 48, and in consideration for the Class Representative Service Award, Plaintiff fully and finally releases the Released Parties of and from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions, or causes of action, contingent or accrued, of any kind or nature, including without limitation arising out of or related to his employment with Defendant, which did exist as of the date Plaintiff executes this agreement, whether or not such claims are presently known or unknown.

50. Additional Attorneys' Fees Released by Class Counsel: Class Counsel waive any and all claims to attorneys' fees or costs in connection with the Action, other than the payments for attorneys' fees and costs out of the Gross Settlement Amount specifically provided for in this Agreement and approved by the Court.

VII. NO EFFECT ON OTHER BENEFITS

51. The Parties agree that the calculations made regarding the Settlement amounts and the pro-ration of the same among the Class Members are for purposes of this Settlement only and do not give rise to any other rights under any benefit plans or otherwise.

52. Payments under this Settlement shall not be considered compensation under any of Defendant's employee benefit plans.

VIII. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

53. Cooperation: The Parties and their counsel agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and to dismiss the Action with prejudice.

54. Fair, Reasonable and Adequate Settlement: The Parties agree that the Settlement is fair, reasonable and adequate and will so represent to the Court.

55. Unopposed Motion for Provisional Certification and Preliminary Approval of Settlement: Class Counsel will move the Court for an order granting provisional certification and preliminary approval of the Settlement and Notice. The form of that Order shall be approved by Defendant, which approval shall not be unreasonably withheld, and shall include the following elements:

- (a) Provisionally certifying the class alleged in the Complaint;
- (b) Setting a date for a Fairness Hearing on the question whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the Class Members;
- (c) Approving as to form, content and distribution of the proposed Notice;
- (d) Directing the mailing of the Notice to the Class Members; and
- (e) Preliminarily approving the Settlement.

Plaintiff shall submit the motion for provisional certification and preliminary approval to Defendant at least ten (10) Court days in advance of filing and shall revise the motion to address any concerns raised by Defendant. If Plaintiff fails to address all concerns raised by Defendant in a manner acceptable to it, Defendant may file a responsive pleading.

IX. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

56. Following final approval of the Settlement by the Court, Class Counsel will submit a proposed Final Judgment in a form approved by Defendant, which shall include the following elements:

- (a) Approving the Settlement, adjudging the terms to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving the payment of attorneys' fees and expenses to Class Counsel from the Gross Settlement Amount;
- (c) Approving payment of the Settlement Administrator's fees and expenses from the Gross Settlement Amount;
- (d) Approving payment of a Class Representative Service Award to the Plaintiff, not to exceed the amount provided herein;
- (e) Approving distribution of the NSF among the Participating Class Members; and
- (f) Dismissing the Action on the merits and with prejudice and entering judgment, but providing that the Court retains exclusive and continuing jurisdiction over the action for purposes of supervising, implementing, interpreting and enforcing the Order and the Settlement Agreement.

X. PARTIES' AUTHORITY

57. The respective signatories to the Settlement represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

XI. MUTUAL FULL COOPERATION

58. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that

may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the cooperation of Defendant and its counsel, take all steps necessary to secure the Court's Final Judgment. Subject to the limitations of RCW 49.44.211, and to the extent allowed by law, the parties and their respective counsel will not directly or indirectly solicit or otherwise encourage Class Members to opt out or object to this Agreement. For avoidance of doubt, it is not a violation of this section if Class Members make statements, disclosures, or communications that are protected under RCW 49.44.211 or otherwise allowed by law.

XII. NO PRIOR ASSIGNMENTS

59. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Settlement.

XIII. NO ADMISSION

60. Nothing contained in this Settlement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies any such liability. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

61. This Settlement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

XIV. NOTICES

62. Unless otherwise specifically provided, all notices, demands or other communications shall be in writing and shall be deemed to have been duly given as of the fifth (5th) business day after mailing by United States mail, addressed as follows with a copy by email:

To the Class:
Julian Hammond
jhammond@hammondlawpc.com
Ari Cherniak

acherniak@hammondlawpc.com
HammondLaw, P.C.
1201 Pacific Ave Suite 600
Tacoma WA 98402

To Defendant:
Emily Bushaw
ebushaw@perkinscoie.com
Kyle Nelson
kylenelson@perkinscoie.com
Perkins Coie LLP
1201 Third Ave, Suite 4900
Seattle, Washington 98101-3099

XV. VOIDING THE AGREEMENT

63. If this Settlement is not approved, or if the Court's Final Judgment is materially modified on appeal, then this Settlement will become null and void, no payment under this Settlement will be made, and the Settlement shall not be used nor be admissible in any subsequent proceeding either in this Court or in any other Court or forum. If there is a material reduction in the attorneys' fee award and/or costs requested, such reduction may be appealed as set forth below, but is not a basis for rendering the Settlement voidable and unenforceable.

XVI. CONSTRUCTION

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

XVII. CAPTIONS AND INTERPRETATIONS

65. Paragraph titles or captions contained in this Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Settlement is contractual and not merely a recital.

XVIII. MODIFICATION

66. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties, and approved by the Court.

XIX. INTEGRATION CLAUSE

67. This Settlement contains the entire agreement between the Parties regarding the subject matter herein, and, once it is fully executed, all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, relating to the resolution of the Action, are merged in this Settlement. No rights under this Settlement may be waived except in writing.

XX. BINDING ON ASSIGNS

68. This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

XXI. CLASS COUNSEL SIGNATORIES

69. It is agreed that it is impossible or impractical to have each Class Member execute this Settlement. The Notice will advise all Class Members of the binding nature of the Release of Claims. Excepting only the Class Members who timely submit a Request for Exclusion, the Notice shall have the same force and effect as if this Settlement were executed by each Class Member with regard to the Release of Claims recited in Section VI, paragraph 48.

XXII. COUNTERPARTS

70. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. This Agreement may be executed by electronic means, including via DocuSign. Such signatures are deemed to constitute originals for all purposes. In addition, if either party transmits executed documents in electronic format via email or electronic means, then the other party may rely upon such documents as if they were executed originals.

XXIII. RIGHT OF APPEAL

71. The Parties agree to waive all appeals from the Court's Final Judgment of this Settlement, unless the Court materially modifies the Settlement. For avoidance of doubt, Plaintiff may appeal any material reduction in the requested amount of attorneys' fees and/or costs.

XXIV. RIGHT OF REVOCATION

72. In the event that more than ten percent (10%) of the Class Members request exclusion from the Settlement, Defendant has the right to void the Settlement in its entirety by providing written notice to Class Counsel prior to entry of Final Judgment. If Defendant exercises its right to void the Settlement, it shall be responsible for paying the costs of administration incurred by the Settlement Administrator up the date Defendant voids the Agreement.

XXXV. NEUTRAL REFERENCE

73. If a third party with whom Plaintiff seeks employment contacts Defendant's third-party service provider, The Work Number, for a reference, Defendant agrees to provide only the following information to the third party: Plaintiff's hire and separation date and job title.

XXXXVI. ENFORCEMENT ACTION

74. If any Party institutes any legal action or other proceeding against another Party or Parties to enforce 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 incurred in connection with any such action.

[Signatures on Following Page]

5/21/2024

DATED: May __, 2024

PARTIES

By: James Rector

JAMES RECTOR
PLAINTIFF

May 22, 2024

DATED: May __, 2024

By: DocuSigned by:
Thomas Bourmeau
D27EDEC75A477

EGENCIA, LLC Thomas Bourmeau
DEFENDANT

Its: Vice President HR Business Partner

May 22, 2024

DATED: May __, 2024

COUNSEL FOR THE PARTIES

PERKINS COIE LLP

By: DocuSigned by:
Emily Bushaw
46CFF73EEA76407

Attorneys for Defendant EGENCIA, LLC
Emily Bushaw

DATED: May 21, 2024

HAMMONDLAW, P.C.

By: [Signature]

JULIAN HAMMOND
Attorneys for Plaintiff JAMES RECTOR

EXHIBIT A

Exhibit A to Settlement

	Employee ID
1	0000295
2	0002030
3	0016529
4	0014383
5	0024751
6	0038424
7	0035275
8	0048910
9	8031417
10	0051902
11	0046013
12	0061896
13	0052114
14	0061806
15	0070952
16	0073897
17	0076197
18	0061501
19	0043252
20	0081091
21	0080758
22	8007022
23	0086363
24	0075274
25	0079501
26	0077288
27	0094563
28	0077776
29	0096818
30	0084345
31	0097964
32	0028439
33	0305306
34	0306626
35	0088605
36	0308968
37	0308995
38	0309378
39	0309251
40	0310912
41	0310844
42	0300716
43	0311774
44	0300914
45	0304565
46	0300587
47	0303223
48	0305024
49	0316356
50	0316361
51	0316391
52	0317289

53	0317588
54	0317696
55	0317733
56	0317975
57	0319011
58	0309204
59	0320004
60	0320831
61	8032048
62	0315753
63	8032891
64	8034010
65	8031923
66	8034577
67	0316354
68	0314132
69	0002307
70	0012951
71	0031923
72	0052272
73	0064208
74	0071805
75	0079342
76	0085200
77	0087498
78	0090519
79	0098307
80	0301932
81	0302432
82	0307804
83	0308801
84	0315903

EXHIBIT B

SUPERIOR COURT OF THE STATE OF WASHINGTON – KING COUNTY

Notice of Proposed Class Action Settlement

A Class Action Settlement may affect your rights, and you may be able to get a payment.

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

- A settlement has been proposed in the class action lawsuit *Rector v. Egencia, LLC*, King County Superior Court, Case No. 23-2-11362-4 SEA (the “Lawsuit”).
- In the Lawsuit, a former Egencia, LLC (“Egencia”) employee sued Egencia, claiming that Egencia violated the Seattle Municipal Code regarding business expense reimbursements for employees working remotely in Seattle. Egencia denies these allegations.
- The parties to the Lawsuit have reached a proposed Class Action Settlement (“Settlement”), which covers employees who worked remotely from home in Seattle for Egencia at any time between June 23, 2020 and October 31, 2022. The Settlement will include a total payment by Egencia of \$69,500.00.
- The Court has issued an order preliminarily approving the parties’ Settlement and this Notice. You received this Notice because, under the Settlement, you are a Class Member who will automatically receive a 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 do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	<p>Stay in the Class. Receive Settlement payment. Give up certain rights.</p> <p>By doing nothing, you will receive a share of the Settlement proceeds if the Settlement is finally approved by the Court. In exchange, you will be bound by the Settlement, including the Release of Claims.</p>
ASK TO BE EXCLUDED	<p>Get out of the Class. Get no payment from the Settlement. Keep rights.</p> <p>If you ask to be excluded (or “opt out”) from the Class, you will not be bound by the Settlement (including the Release of Claims), but you will not receive any share of the Settlement proceeds. The deadline to be excluded is DATE.</p>
OBJECT TO THE SETTLEMENT	<p>Challenge the Settlement terms.</p> <p>You may object and tell the Court why you don’t want the Settlement to be approved. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you request to be excluded from the Settlement, you cannot also object to it. The deadline to object is DATE.</p>

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

BASIC INFORMATION

1. Why did I get this Notice?

The Court directed that this Notice be provided to you because under the Settlement, you are a Class Member who will automatically receive a share of the Settlement payment unless you exclude yourself (or “opt out”) from the Settlement, as explained below. You are a Class Member because you worked remotely from home in Seattle for Egencia at any time between June 23, 2020 and October 31, 2022.

This Notice explains the Lawsuit, the settlement, your legal rights, what payments are available, who is eligible for them, and how to receive them. If the Court orders final approval of the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator approved by the Court will distribute the payments that the Settlement allows.

2. Who are the Parties?

The Court in charge of this case is the Superior Court of the State of Washington, County of King. The case is *Rector v. Egencia, LLC*, King County Superior Court, Case No. 23-2-11362-4 SEA. The person who filed the Lawsuit, James Rector, is the Plaintiff and the entity he sued, Egencia, LLC, is the Defendant.

Under the Settlement approved by the Court, Rector is the “Class Representative” for the Class. The Court also appointed Rector’s lawyers to serve as “Class Counsel” for the Class and appointed [REDACTED], to serve as “Settlement Administrator” for the Settlement.

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 Defendant is right. Instead, the parties agreed to this Settlement. This allows the parties to avoid the costs and risks of a trial, and the people affected will be entitled to compensation. The parties and Class Counsel think 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 Egencia records show that you are a Class Member. If the Settlement is fully approved, it will cover all Class Members who do not exclude themselves from the Settlement (called “Participating Class Members”), 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

Egencia will pay \$69,500.00 to settle this case (the “Settlement Amount”). From that amount, payments will be made to Class Counsel for attorneys’ fees (up to \$27,800.00), costs (up to \$7,000.00), Class Representative Service Award (up to \$5,000.00), and to the Settlement Administrator for administration costs (up to \$5,000.00). 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 Fund”) will be distributed to the Participating Class Members.

b. Calculation of individual Class Member payments

The Net Settlement Fund will be distributed to all Participating Class Members. Your share of the Net Settlement Fund is determined by calculating how many months you worked for Egencia between June 23, 2020 and [date of preliminary approval] (the “Class Period”) (rounded up to the nearest month) divided by the total months worked for all Class Members, with months worked by Class Members prior to November 2022 valued at 1.0 (*i.e.*, as full months) and months from November 2022 to the end of the Class Period valued at 0.25 (*i.e.*, as quarter months), to determine a monthly payment value.

Any Class Members who do not submit timely and valid requests to be excluded from the Settlement will receive their Settlement share. Your employment data that will be used to calculate your Settlement payment is set forth on the Share Form attached to this Notice.

c. How much will my payment be and when can I expect to receive my payment?

You will be paid your calculated share of the Net Settlement Fund. Read the Share Form attached to this Notice for further information about your calculated share.

If you do not exclude yourself from the Settlement, a check will be mailed to you within approximately thirty (30) calendar days after the Settlement Effective Date, which is the date by which all of the following have occurred: (1) the Court has granted final approval of the Settlement and has entered a final judgment consistent with the terms of the Settlement, and (2) appellate review of the final judgment, if any, is complete.

d. Applicable tax withholding and responsibility for taxes

The Settlement Payments will be designated as a non-wage business expense reimbursement, and will be reflected on a Form 1099. The Form 1099s will be prepared by the Settlement Administrator, who will also be responsible for forwarding appropriate tax information, if any, to the relevant taxing authorities.

Participating Class Members will be responsible for the tax consequences of all payments they receive, for filing returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. The parties cannot provide and will not provide any advice regarding tax obligations. You may want to seek tax advice from your own tax advisor as to any amounts you might be eligible to receive pursuant to the Settlement.

e. Attorneys' fees and costs for Class Counsel

The Court approved the following law firm as Class Counsel:

Hammond Law, P.C.
Julian Hammond
Ari Cherniak
1201 Pacific Ave Suite 600
Tacoma WA 98402

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

f. Service Award

A Class Representative Award to the Plaintiff of up to \$5,000, for filing the Action, working with Class Counsel and representing the Class, will be paid out of the Settlement Amount. A Class Representative Award will be the only money Plaintiff will receive other than his Individual Class Payment.

g. Settlement administration costs

The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, up to \$5,000.00, will be paid out of the Settlement Amount.

YOUR OPTIONS AND RIGHTS

6. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at __:__ a.m./p.m. on _____, 2024, in the Superior Court of the State of Washington, County of King, 516 Third Avenue, Room ____, Seattle, WA 98104. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing. The Court will also decide whether to approve attorneys' fees and costs to Class Counsel and the service award to the Class Representative. You do not have to attend the final approval hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

7. 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. 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 a written statement to the Settlement Administrator, whose name and address is provided below. The statement must contain (1) your name, (2) your address, and (3) a statement that you desire to be excluded from the Settlement. You cannot exclude yourself from the Settlement and also object to the Settlement. In order for you to object to the Settlement, or any term of it, you may not submit a request for exclusion.

Your request to be excluded must be postmarked by **DATE**.

c. Object

You may object to any term of the Settlement before final approval, by mailing a written objection to the Settlement Administrator, whose name and address is provided below. The objection must contain (1) your name, (2) your address, and (3) the reason for your objection. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement.

Your written objection must be postmarked by **DATE**.

d. Challenge the employment data used to calculate your Settlement share

If you dispute the employment data that is used to calculate your Settlement share and set forth in the Share Form attached to this Notice, return the Share Form with a written statement setting forth the reason for your challenge, along with supporting documentation, to the Settlement Administrator, whose name and address is provided below.

Your challenge must be postmarked by **DATE**.

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

Participating Class Member (including the named Class Representative) will irrevocably release and discharge Defendant and its former and current parents, subsidiaries, predecessors, and affiliated corporations, and their respective officers, directors, employees, partners, shareholders, agents, insurers, employee benefit plans, and any other successors, assigns, or legal representatives (the “Released Parties”) from any and all claims that were or could have been asserted in the Action based on the facts alleged, relating back to all relevant statutes of limitations and continuing through to the date of preliminary approval, including but not limited

to all expense claims under the City of Seattle Wage Theft Ordinance, ch. 14, sections 1.420.005, *et seq.* and claims related to business expenses, home office expenses, remote work expenses, working from home expenses, COVID-19 expenses, employer expenses , and any liquidated damages, attorneys’ fees, costs, and interest related to or arising from those claims, whether founded on state, federal or local law. This Release does not release any claims that the law does not permit each Participating Class Member to release. Each Participating Class Member is responsible for appropriately reporting the proceeds received as a result of this Release on their taxes, if applicable, and agrees to hold the Released Parties harmless with respect to any dispute arising from or related to such reporting.

If the Court grants final approval of the Settlement, all Class Members who do not request exclusion by the applicable deadline is a Participating Class Member and will be considered to have accepted the Release and to have waived any and all of the Released Claims against the Released Parties. Any Class Member who requests exclusion by the applicable deadline is not a Participating Class Member and will not be subject to the Release.

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 the following Court-approved neutral third-party Settlement Administrator:

[insert]

The pleadings and other records in this litigation, including the Settlement Agreement, may be viewed on Apex’s website at www.apex.com, or obtained by contacting the Settlement Administrator. You may also inspect the Court files through the King County Script Portal (<https://dja-prd-ecexapl.kingcounty.gov/?q=Home>) or at the King County Courthouse, 516 Third Avenue, Seattle, Washington, during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday.

PLEASE DO NOT TELEPHONE THE COURT OR CONTACT EGENCIA, EGENCIA MANAGERS, OR EGENCIA’S COUNSEL WITH QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE PAYMENT PROCESS. They will not be able to provide information to assist you.

SHARE FORM

Class Member Estimated Settlement Share

<<Claim Number>>

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

Egencia’s records show that during the Class Period, you worked <<total months rounded up to nearest month>> during the Class Period:

Class Period: June 23, 2020 to [date of preliminary approval]
Your Employment Dates: <<Start Date>> to <<End Date>>*

* For current employees, months worked are calculated through the date the Court preliminarily approved the settlement on [date of preliminary approval].

The total working months for all Class Members is _____. Based on the above, your estimated share of the Net Settlement Fund is <<total months rounded up to nearest month>>/[total working months for all class members] or <<percent>> of the Net Settlement Fund. The months worked by Class Members prior to November 2022 are valued at 1.0 (i.e., as full months) and months from November 2022 to the end of the Class Period are valued at 0.25 (i.e., as quarter months), to determine payment value.

This amount may be higher or lower based on opt-outs and Court approved deductions from the Gross Settlement.

OPTION TO CHALLENGE

I wish to challenge the employment data listed above. I have included a written statement setting forth what I believe is my actual months worked (rounded up to the nearest month), as well as documents supporting my challenge. I recognize that my written statement may not be accepted without documents that support my challenge. I understand that by submitting this challenge, I authorize the Settlement Administrator to review Egencia’s records and make a determination based on those records and the documents I submit. I understand that this determination may increase or decrease the amount of my Settlement share. I understand that such determinations are final and binding with no opportunity for further appeal.

Dated: _____

Signed: _____

For Questions and to Submit a Challenge:

[insert]