SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement ("Agreement") is hereby entered into by and between Carlisle Construction Materials, LLC ("Defendants") and Michael Villani ("Plaintiff"), who is acting both individually and in his capacity as the proposed class representative for the proposed Settlement Class defined herein and in the proposed class action entitled *Michael Villani v. Carlisle Construction Materials, LLC and Does 1–20*, Pierce County Superior Court, Case No. 25-2-07337-3 (the "Case").

II. Class Certification.

Solely for the limited purposes of this Settlement only, Plaintiff and Defendants (hereinafter, the "Parties") agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein.

III. Investigations and Due Diligence.

Plaintiff has conducted substantial informal discovery and investigation of the facts and the law during his prosecution and Defendants have analyzed their defense of this Case. As part of this review and investigation, the Parties and their counsel have collected and analyzed time records, payroll data, and other information concerning the composition of the Settlement Class and the possible extent of Plaintiff's claims and Defendants' defenses, such that the Parties were amply informed of their respective claims and defenses.

IV. Settlement Negotiations.

The Parties engaged in settlement negotiations during mediation on January 15, 2026, presided by Clifford Freed of Washington Arbitration & Mediation Service. All settlement negotiations have been conducted in good faith and at arm's length. Through the Parties' investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiff believes is in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

V. Defendants' Denials of Wrongdoing and Non-Admission of Allegations.

Defendants have denied and continue to deny each of the claims and contentions alleged by Plaintiff on his own behalf and on behalf of any members of the proposed class in the Case. Defendants have asserted, and continue to assert, defenses and objections to the proposed maintenance of this Case as a class action as if it were to proceed through litigation instead of settlement. Furthermore, Defendants have expressly denied, and continue to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Defendants have maintained that they had fully compliant meal and rest periods, which they clearly communicated via policies and training. Furthermore, Defendants contend they provided all rest and meal periods as required by Washington law. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever. Defendants expressly deny any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then Defendants would have continued to vigorously defend against Plaintiff's claims, including seeking denial of full or partial class certification and a full defense verdict at trial. Defendants agree to this Settlement solely to avoid the burden and expense of further litigation

VI. Stipulated Settlement and Dismissal.

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

1. Definitions.

a. "**Attorney's Fees and Costs Award**" means the amount the Parties propose be paid to Class Counsel as attorney's fees and litigation costs in connection with their prosecution and settlement of the Case. This amount shall be paid for out of the Common Fund.

b. "**Class Counsel**" means Zachary M. Crosner, Jamie K. Serb, and Victoria E. Ainsworth of Crosner Legal, PC, subject to the Superior Court's approval.

c. "**Class Fund**" means the aggregate, gross amount the Parties propose be paid to the Settlement Class as Settlement Awards pursuant to this Agreement. The Class Fund shall be calculated by subtracting the Court-approved Attorney's Fees and Costs Award, Service Award, and Settlement Administration Expenses Award from the Maximum Settlement Amount. Subject to approval by the Superior Court, the Parties anticipate the aggregate gross amount paid to the Settlement Class as part of the Settlement of this Case is estimated to be no less than $365,000.00.

d. "**Common Fund**" or "**Maximum Settlement Amount**" means Six Hundred Thousand Dollars ($600,000.00), the maximum amount Defendants are required to pay pursuant to this Settlement Agreement subject to the Escalator.

e. "**Effective Date**" means the date when both (1) the Settlement has been finally approved by the Superior Court, and (2) the Superior Court's anticipated order approving the Settlement and dismissing this Case with prejudice (the "Final Judgment') becomes final. For purposes of this subsection, the Superior Court's Final Judgment "becomes final" upon the later of either (a) 31 days following the Superior Court's entry of an order granting final approval of the Settlement; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

f. "**Employer-Side Payroll Taxes**" means the required employer's share of FICA, Medicare, FUTA (if applicable), and any other employer paid, federal, Washington state, and local payroll tax, premium, or fee related to payment of wages to Settlement Class Members. Employer-Side Payroll Taxes shall be paid by Defendants separate and in addition to the Common Fund.

g. "**Escalator**" means Defendants' obligation to increase the Common Fund *pro rata* if the number of shifts worked by Proposed Class Members exceeds 16,297 by 10% (i.e., 17,926 shifts). For example, if the number of shifts worked by Proposed Class Members during the Class Period increased by 11%, the Common Fund will be increased by 1%.

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

i. The "**Notice Deadline**" is forty-five (45) days after the Initial Mailing Date.

j. The "**Notice of Settlement**" means the form attached hereto as **Exhibit A**.

k. "**Proposed Class**" or "**Proposed Class Members**" means all individuals who were employed by Defendants in the State of Washington and paid on an hourly basis at any time during the Settlement Class Period.

l. "**Released Claims**" means any and all claims, whether known or unknown, that were brought or that could have been brought based on the facts alleged in the Case. The Released Claims specifically include, but are not limited to any claims arising out of or relating to (1) any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods and (2) any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorneys' fees and costs relating to any of the foregoing.

m. "**Released Parties**" as released through the Releases described in Section VI.2., below, includes the named Defendants in the Case, including Carlisle Construction Materials, LLC, and any of its successors and assigns, together with each of its respective past, present, or future parent companies, subsidiaries, related or affiliated companies, members, shareholders, investors, owners, governors, operators, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

n. "**Service Award**" means the amount the Parties propose be paid to Plaintiff as an award in recognition of Plaintiff's efforts in prosecuting the Case. This amount shall be paid for out of the Common Fund.

o. "**Settlement**" means the settlement reached by the Parties through the negotiation process described in Paragraph IV above.

p. "**Settlement Administration Expenses Award**" means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement. This amount shall be paid for out of the Common Fund.

q. "**Settlement Administrator**" means Apex Class Action LLC, subject to the Superior Court's approval.

r. "**Settlement Class**" or "**Settlement Class Members**" means all members of the Proposed Class, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the Superior Court and shall retain the right to pursue any alleged individual claim(s) against Defendants in a separate action. It is understood by the Parties that the named Plaintiff, by signing below, confirms that he will not and cannot opt out.

s. "**Settlement Class Period**" means the period from March 26, 2022 through January 15, 2026.

t. "**Settlement Awards**" means the amounts the Parties propose be paid to members of the Settlement Class pursuant to this Agreement.

2. Releases.

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

3. Calculation of Settlement Awards.

a. The Settlement Administrator shall be responsible for verifying whether the Escalator was triggered and calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement. Each Settlement Class Member shall receive a minimum settlement payment of Fifty Dollars and Zero Cents ($50.00). The remaining amounts from the Class Fund after minimum settlement payments will be allocated to individual Settlement Class Members pro rata by dividing each Settlement Class Member's total W-2 wages paid to them by Defendants during the Settlement Class Period by the total aggregate W-2 wages paid to all Settlement Class Members and then multiplying the resulting ratio by the remaining amounts in the Class Fund.

b. The Settlement Administrator shall provide Defendants and Class Counsel with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members. Defendants and Class Counsel shall have ten (10) days after receiving this electronic report to review the Settlement Administrator's gross Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Settlement Administrator. Thereafter, the Parties shall meet and confer within five (5) business days in an attempt to resolve any disputes relating to the calculations of the gross amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the gross

Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding any disputed calculations of any Settlement Awards for any Settlement Class Members.

c. **Allocation of Settlement Awards Between Wages and Non-Wages.** Fifty Percent (50%) of each Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and these amounts shall be reported to the taxing authorities and the Settlement Class Members on IRS Forms W-2. Fifty Percent (50%) of each Settlement Award will be treated as non-wages (penalties, enhancements, prejudgment interest, or other expenses or damages) on which there will be no tax withholding and for which IRS Forms 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Eligible Settlement Class Members.

d. **Employer-Side Payroll Taxes.** Required employer share of the payroll taxes associated with the W-2 payments made to Settlement Class Members, including, but not limited to, employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements shall be paid by Defendants separate and apart from the Common Fund.

4. Payment by Defendants.

Subject to final approval of the Settlement by the Superior Court, Defendants agree to deposit the Maximum Settlement Amount into a Qualified Settlement Fund ("QSF") set up by the Settlement Administrator for purposes of processing the Settlement and paying the Attorney's Fees and Costs Award, the Service Award, the Settlement Administration Expenses Award, and the Settlement Awards. Defendants will fully discharge their financial obligations and will not be responsible for making any additional payments except as expressly set forth in this Agreement, whether to the Settlement Class Members, to Plaintiff, to Class Counsel, to the Settlement Administrator, or otherwise.

5. Escalator.

Based on Defendants' records, there are 16,297 shifts worked during the Class Period. If the number of shifts during the Class Period exceeds 10% of 16,297 (i.e., 17,926 shifts), then Defendants shall be obligated to increase the Common Fund on a pro rata basis per shift for each shift exceeding 17,926. For example, if the shifts during the Class Period increase by 11%, the Common Fund shall be increased by 1%.

6. Attorney's Fees and Costs Award.

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an Attorney's Fees and Costs Award of no more than one-third (33 1/3%) of the Common Fund amount, or Two Hundred Thousand Dollars and Zero Cents ($200,000.00), plus up to an additional Fifteen Thousand Dollars and Zero Cents ($15,000.00) for litigation costs incurred.

7. Service Awards.

Subject to approval by the Superior Court, the amount paid to Plaintiff as a service award shall be Ten Thousand Dollars and Zero Cents ($10,000.00). This award will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiff. Plaintiff will be required to bear all taxes on such income and will indemnify and hold harmless Defendants from any and all liability and costs associated with such tax payments.

8. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Proposed Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Class, tracking and responding to any inquiries made by any member of the Proposed Class, reviewing Class Counsel's calculation of the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms W-2 and 1099-MISC), calculating all owed Employer taxes and collecting this amount from Defendants, performing all related tax reporting to taxing authorities and to Defendants, and issuing the Service Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Defendants, which data shall be presumed to be correct. Defendants shall, within twenty-one (21) calendar days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Proposed Class: (i) name; (ii) social security number; (iii) last known address; (iv) last known telephone number (if known and reasonably accessible); (v) email address (if known and reasonably accessible); (vi) total W-2 wages received from Defendants during the Settlement Class Period; and (vii) total number of workweeks worked by all Class Members during the Settlement Class Period in order to verify whether the Escalator was triggered. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential, and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law, or Court order. It is understood that this data shall be used only in connection with this Settlement.

c. The Settlement Administrator shall also have the responsibility to determine any Proposed Class Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Class Member is a Settlement Class Member). Each Proposed Class Member who does not submit a valid and timely request for exclusion will automatically be a Settlement Class Member and eligible to receive a Settlement Award.

d. Within five (5) days after the Notice Deadline, the Settlement Administrator shall provide Defendants and Class Counsel with (1) an electronic report setting forth the names and identities of all Proposed Class Members who submitted a valid and timely Exclusion Form in conformity with this Agreement; (2) an electronic report setting forth the names and identities of all Proposed Class Members who did not submit a valid and timely letter requesting exclusion in conformity with this Agreement ("Exclusion Letter"); (3) copies of all Exclusion Letters returned or received; and (4) copies of all objections returned or received.

e. Defendants and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and objections received. Defendants and Class Counsel shall have seven (7) business days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) business days after submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to Defendants and Class Counsel, which results will include the names of all Settlement Class Members and the names of all individuals who opted out of the Settlement.

f. In the event the number of Proposed Class Members who have timely requested exclusion from the Settlement exceeds ten percent (10%) of the total number of Proposed Class Members, Defendants have the right, in their sole discretion, to terminate or not to terminate the Settlement. If Defendants choose to exercise this right, it shall give written notice to Class Counsel within five (5) business days after receiving the report from the Settlement Administrator required by Section VI.8.d., above.

g. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award of no more than $10,000.00. The costs, fees and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

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

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Class, notifying the members of the Proposed Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. For purposes of this Settlement, as soon as practicable, Class Counsel will file a motion asking the Superior Court to enter an order certifying the Settlement Class for the purpose of settlement, preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Proposed Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the "Preliminary Approval Order").

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

(1) Within Forty-five (45) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement to all Proposed Class Members by mail and email.

(2) The Notice of Settlement shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Settlement shall also provide that Proposed Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement on or before the Notice Deadline. Proposed Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the Settlement.

(4) The Notice of Settlement shall list an estimated Settlement Award and advise Settlement Class Members that they need to do nothing (other than not affirmatively opt out) in order to receive it.

c. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

d. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Settlement to a Proposed Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Proposed Class Member's request for the same.

e. Within the later of twenty one (21) days after the Notice Deadline, or seven (7) days following resolution of challenge as set forth in Section VI.8.e., above, Class Counsel shall file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Proposed Class Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Proposed Class member with copies of their envelopes, and to respond to any objections to the Settlement.

10. Final Approval of Settlement, Funding of QSF, and Payment of Awards.

a. Subject to the Superior Court's availability and direction but no sooner than thirty (30) days after the Notice Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiff. If the Superior Court grants its final approval of the Settlement, the Parties will promptly and jointly ask the Superior Court to enter the Final Judgment dismissing the Case with prejudice and without an award of attorney's fees, expenses, or costs to any Party except as provided herein.

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

c. Within five (5) business days after the Effective Date, the Settlement Administrator shall provide its calculations of the Employer-Side Payroll Taxes to the Parties, which are to be paid separate and apart from the Common Fund. Thereafter, if there is any dispute relating to the amount, the Parties and Settlement Administrator shall confer within ten (10) business days in an attempt to resolve this dispute. In the event they are unable to reach resolution of any such dispute, the Parties and the Settlement Administrator shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the amount required. Defendants shall be absolved from any and all liability regarding any payments of payroll taxes, other taxes pursuant to 1099 income, and issuance of tax documents.

d. Within thirty (30) business days after the Effective Date, Defendants shall initiate a wire transfer of the Common Fund into the QSF. The QSF will hold all funds transferred pending disbursement.

e. Within three (3) business days after funds are deposited into the QSF, the Settlement Administrator shall wire transfer or issue and mail checks for the Attorney's Fees and Costs Award, Service Award, and Settlement Administration Expenses Award to the respective recipients thereof.

f. Within ten (10) business days after funds are deposited into the QSF, the Settlement Administrator shall issue and mail the Settlement Award checks. Settlement Award checks for each Settlement Class Member shall include an amount for wages and a separate amount for non-wages (exemplary damages, enhancements, and prejudgment interest).

g. The Settlement Administrator shall withhold and pay to the appropriate taxing authorities, all federal, Washington state, and local withholding taxes from each amount for wages, and shall issue appropriate IRS Forms W-2 for each amount for wages. The non-wages (penalties, enhancements, prejudgment interest, or other expenses or damages) amount shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked "Other Income") issued by the Settlement Administrator. Defendant shall be absolved from any and all liability regarding any payments of payroll taxes, other taxes pursuant to 1099 income, and issuance of tax documents.

h. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class member, Defendants shall instruct the member to contact the Settlement Administrator or Class Counsel.

i. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide Defendants with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by Defendants.

j. If any checks to Settlement Class Members have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent by the Settlement Administrator in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). Defendants will not receive funds from any uncashed checks.

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

11. No Effect on Employee Benefits.

This Settlement, and any payments made thereunder to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

12. Miscellaneous Provisions.

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

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

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

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

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

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

g. Plaintiff and Defendants believe that this is a fair, reasonable, and adequate settlement, and have arrived at this Settlement through arm's-length negotiations with the assistance of a skilled and experienced mediator, taking into account all relevant factors, present and potential.

h. The Parties agree that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

IT IS SO AGREED.

Signature Page to Follow

COUNSEL FOR PLAINTIFF MICHAEL VILLANI AND PROPOSED CLASS COUNSEL

CROSNER LEGAL, PC

Victoria E Ainsworth

____

Zachary M. Crosner
Jamie K. Serb
Victoria E. Ainsworth

Dated: 6/1/2026

COUNSEL FOR DEFENDANT CARLISLE CONSTRUCTION MATERIALS, LLC

DORSEY & WHITNEY, LLP

____

Aaron D. Goldstein

Dated: ______________________________

PLAINTIFF AND PROPOSED CLASS REPRESENTATIVE

____

Michael Villani

Dated: 06 / 01 / 2026

DEFENDANT CARLISLE CONSTRUCTION MATERIALS, LLC

____

John Waclawski, Vice President & General Counsel

Dated: ______________________________

COUNSEL FOR PLAINTIFF MICHAEL VILLANI AND PROPOSED CLASS COUNSEL

CROSNER LEGAL, PC

Victoria E Ainsworth

Zachary M. Crosner
Jamie K. Serb
Victoria E. Ainsworth

Dated: 6/1/2026

COUNSEL FOR DEFENDANT CARLISLE CONSTRUCTION MATERIALS, LLC

DORSEY & WHITNEY, LLP

Aaron D. Goldstein

Dated: 6/22/2026

PLAINTIFF AND PROPOSED CLASS REPRESENTATIVE

Michael Villani

Dated: ðê ñðï ñîðî ê

DEFENDANT CARLISLE CONSTRUCTION MATERIALS, LLC

John Waclawski, Vice President & General Counsel

Dated: 6/18/2026

EXHIBIT A

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

Michael Villani v. Carlisle Construction Materials, LLC and Does 1–20
Pierce County Superior Court, Case No. 25-2-07337-3

— NOTICE OF CLASS ACTION SETTLEMENT —

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

TO: *All current and former non-exempt hourly employees who worked for Carlisle Construction Materials, LLC at any location in Washington at any time between March 26, 2022, through January 15, 2026.*

PLEASE READ THIS NOTICE. A settlement in a class action lawsuit may affect your rights. You may be entitled to a payment from the settlement. You do not need to do anything to receive a payment so long as your contact information is correct.

- A former employee ("Plaintiff") brought claims against Carlisle Construction Materials, LLC (hereafter "Defendant") alleging that Defendant failed to provide meal and rest periods in compliance with Washington law and failed to pay all wages owed. Defendant strongly denies these claims. The parties have reached a proposed Class Action Settlement (the "Settlement").

- Defendant strongly denies any fault, wrongdoing, or liability and contends that Defendant provided to employees all meal and rest periods as required under Washington law. If the Parties had not reached a Settlement, Defendant would have continued to vigorously defend against Plaintiff's claims, including seeking a denial of class certification and a full defense verdict at trial. Defendant agreed to this Settlement to avoid the risk, burden, and expense of further litigation, and as a means of making its employees whole for even any arguable claims relating to the lawsuit.

- The Class Action Settlement includes a total maximum settlement payment by Defendant of Six Hundred Thousand Dollars and Zero Cents ($600,000.00), which includes attorneys' fees and costs. Additionally, Defendant shall also pay employer-side payroll taxes related to the payment of wages to Settlement Class Members.

- To qualify for a share of these payments, you must have been employed by Defendant in the State of Washington as an hourly paid employee between March 26, 2022, and January 15, 2026, and have not excluded yourself from the Class Action Settlement.

Your Estimated Gross Settlement Award Before Taxes
<<SubClass1_Amt>>

- **You do not need to do anything to be eligible to receive a share of the settlement payment**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You do not need to do anything to be eligible to receive a payment for your share of the Class Action Settlement. You may need to provide the Settlement Administrator with any updated contact information to ensure you receive your payment. You will give up rights relating to the legal claims in this Case.
ASK TO BE EXCLUDED	You can request to exclude yourself ("opt out") from the Settlement. You will not receive a payment from the Settlement. This is the only option that allows you to

	ever be a part of any other lawsuit against Defendant with respect to the legal claims in this Case.
OBJECT	You can write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case. You can attend the Final Fairness Hearing and ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

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

1. Why did I get this Notice?

Defendant's records show that you were employed by Defendant in the State of Washington sometime between March 26, 2022 and January 15, 2026, and paid on an hourly basis. The Court has authorized this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to grant its final approval of the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who do not affirmatively request to be excluded from the Settlement.

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

2. What is this Case about?

The Plaintiff, former employee Michael Villani, claims that Defendant violated Washington State wage and hour laws by failing to provide legally compliant meal and rest periods and pay all owed wages. Defendant has denied the Plaintiff's claims, as Defendant contends it provided employees with all required meal and rest breaks under Washington law.

The lawsuit is known as *Michael Villani v. Carlisle Construction Materials, LLC et al.*, Pierce County Superior Court, Case No. 25-2-07337-3 (the "Case"). The Honorable Rebecca Reeder of the Superior Court for the State of Washington in and for Pierce County is overseeing this Case.

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

In a class action lawsuit, one or more people called a "Class Representative" sues on behalf of other people whom they believe have similar claims. The people together are a "Settlement Class" or "Settlement Class Members." The employee who sued, and who represent the Class, is called the Plaintiff. Michael Villani is the Class Representative and Plaintiff in the Case.

The entity and people the Plaintiff sues are called the Defendant. Carlisle Construction Materials, LLC is the Defendant.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representative and his attorneys think the Settlement is best for everyone in the Class.

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

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

> *All individuals who were employed by Defendants Carlisle Construction Materials, LLC in the State of Washington at any time from March 26, 2022, through January 15, 2026, paid on an hourly basis.*

If it is approved, the Settlement will cover all Settlement Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members need do nothing (other than refrain from affirmatively opting out of the Settlement).

6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims of Settlement Class Members, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case, including, but are not limited to any claims arising out of or relating to (1) any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods and (2) any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorney's fees and costs relating to any of the foregoing.

7. What are the basic terms of the Settlement?

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

Defendant will pay a total of $600,000.00 as part of the Settlement, apportioned as follows:

- **Class Fund**: Approximately $365,000.00, which will be available for the payment of Settlement Awards to Settlement Class Members who do not timely opt out of this Settlement.
- **Service Award**: Up to $10,000.00 to Plaintiff and Class Representative Michael Villani as a service award, in recognition of his efforts in prosecuting the Case.
- **Settlement Administration Expenses Award:** Up to $10,000.00 to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice to Settlement Class Members, handling the claims administration process, processing payments to Settlement Class Members, and handling tax reporting requirements.
- **Attorney's Fees and Costs Award:** Up to $200,000.00 to Plaintiff's attorneys for the attorney's fees award and up to $15,000.00 for actual litigation costs they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class.

Employer-side Payroll Taxes: Defendant will pay required employer-side payroll taxes separate and apart from the Class Fund, Service Award, Settlement Administration Expenses Award, and Attorney's Fees and Costs Award.

Monetary Relief: The amount available to the Settlement Class is intended to compensate Settlement Class Members for the wages and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Class Fund: Each Settlement Class Member who does <u>not</u> submit a valid and timely request for exclusion will automatically receive a settlement payment. Each Settlement Class Member who does not request exclusion shall receive a minimum settlement payment of $50.00. The remaining amounts after minimum payments from the class fund will be allocated to individual Settlement Class Members pro rata by dividing each Settlement Class Member's total wages paid by Defendants during the Settlement Class Period by the total aggregate wages paid by Defendants to all Settlement Class Members and then multiplying the resulting ratio by the remaining amounts in the Class Fund. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). Defendants will not receive funds from any uncashed checks.

Tax Treatment of Settlement Awards: Fifty Percent (50%) of each Settlement Class Member's settlement award will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the Settlement Class Member on an IRS Form W-2. Fifty Percent (50%) of each Settlement Class Member's settlement award will be treated as non-wages (a combination of penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and the Settlement Class Member.

Release of Claims: Upon final approval by the Court, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement will irrevocably release all of the Released Claims against Defendant relating to the period from March 26, 2022, and January 15, 2026. This Release specifically includes any claims arising out of or relating to: (1) any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods; and (2) any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorneys' fees and costs relating to any of the foregoing.

This Release requires you to waive and precludes you from bringing any Released Claims against Defendant Carlisle Construction Materials, LLC,, as well as each of its respective (and as applicable) successors and assigns, together with each of its respective past, present, or future parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, governors, investors, operators, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

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

8. How can I get a payment?

To get a payment, you don't need to do anything. As long as you do <u>not</u> submit a written request to be excluded ("opt-out") from the Settlement, you will be a Settlement Class Member and will be entitled to payment.

9. When would I get my payment?

The Court will hold a hearing on __________, 2026 to decide whether to finally approve the settlement. If the Pierce County Superior Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available through Pierce County's Legal Information Network Exchange website: https://linxonline.co.pierce.wa.us/linxweb/Search.cfm, or you can contact Class Counsel for further information. If there is no appeal, payments are expected to go out within approximately sixty (60) days of the Court's final approval of the settlement. Please be patient.

10. Do I have a lawyer in this case?

The Court has decided that Zachary M. Crosner, Jamie K. Serb, and Victoria E. Ainsworth from the law firm of Crosner Legal, P.C. are qualified to represent you and all Settlement Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyer be paid?

As indicated above, Class Counsel will seek payment of their attorney's fees in the amount of $200,000.00, and their litigation costs in an amount of up to $15,000.00, each of which must be approved by the Court as part of the final approval of this Settlement. Class Counsel has been working on this case since approximately June 2024 and has not received any fees or reimbursements for the costs of the lawsuit.

12. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by <DATE>. You may be excluded as a member of the class by submitting a written request stating, "I request that I be excluded from the Class in the case of *Michael Villani v. Carlisle Construction Materials, LLC et al*." The request must include your name, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address **postmarked no later than <DATE>:**

Villani v. Carlisle Construction Materials, LLC et al.
c/o Apex Class Action LLC
<ADDRESS>
Toll Free: 1-8xx-xxx-xxxx
Email:

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above. This means you will retain the right at your own expense to pursue any claims you may have against Defendant.

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

If you are a Settlement Class Member, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you can object. You must do so in writing, and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (*Michael Villani v. Carlisle Construction Materials, LLC et al*., Pierce County Superior Court, Case No. 25-2-07337-3), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than <DATE>:**

Villani v. Carlisle Construction Materials, LLC et al.
c/o Apex Class Action LLC
<ADDRESS>
Toll Free: 1-8xx-xxx-xxxx
Email:

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

The Court will hold a Fairness Hearing at 9:00 a.m. on **<DATE>**, at Pierce County Superior Court, Department 4, 930 Tacoma Avenue S. #334, Room 2-A, Tacoma, WA 98402.

If there are objections, the Court will consider them. Judge Reeder will listen to people who have asked to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel's request for attorney's fees and litigation costs, Settlement Administration Expenses, and Service Awards for the named Plaintiff. We do not know how long that decision will take.

15. Do I have to come to the hearing?

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

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear in *Michael Villani v. Carlisle Construction Materials, LLC et al.*, Pierce County Superior Court, Case No. 25-2-07337-3." Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than <DATE>,** and be sent to the Court, Class Counsel, and Defense Counsel at the addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Rebecca Reeder Pierce County Superior Court Department 4 930 Tacoma Avenue S. #334, Room 2-A Tacoma, WA 98402	Jamie K. Serb Zachary M. Crosner Victoria E. Ainsworth Crosner Legal, PC 92 Lenora Street #179 Seattle, WA 98121	Aaron Goldstein Dorsey & Whitney LLP 701 5th Ave #6100 Seattle, WA 98104

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above.

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website Pierce County Superior Court's website or from counsel stated above, which has a copy of the Settlement Agreement. Plaintiff's motion for final approval of the settlement agreement, including Class Counsel's request for attorney's fees, costs, Service Award for the named Plaintiff, and Settlement Administration Expenses, and will be available for you to review nine court days before the Final Approval hearing at the Pierce County Legal Information Network Exchange website: https://linxonline.co.pierce.wa.us/linxweb/Search.cfm,, or you can contact Class Counsel for copies of these documents.