

NOTICE OF CLASS ACTION SETTLEMENT

John Taylor v. Valley Machine Shop, Inc.

Superior Court of the State of Washington for the County of King

Case No. 25-2-04136-1

This notice is to the following individuals in connection with a pending class action settlement:

All current and former non-exempt employees who worked for Defendant in Washington at any time from February 11, 2022, through February 2, 2026, and who are not owners of Defendant.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of Washington for the County of King (the “Court”) has preliminarily approved this class action lawsuit filed by John Taylor (“Class Representative”) against Valley Machine Shop, Inc. (“Defendant”) for alleged wage and hour violations (the “Lawsuit”).

The Lawsuit alleges the following legal causes of action: (1) Minimum Wage Act Violations: RCW 49.46 *et seq.*, (2) Failure to Pay Overtime Wages: RCW 49.46.130, (3) Meal Period Violations: RCW 49.12.020 and WAC 296-126-092, (4) Rest Break Violations: RCW 49.12.020 and WAC 296-126-092, (5) Unpaid Wages on Termination: RCW 49.48 *et seq.*, (6) Willful Refusal to Pay Wages: RCW 49.52.050. Defendant denies all claims and maintains it has fully complied with the law.

<u>YOUR OPTIONS</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

The Court's final approval hearing is scheduled to take place on October 16, 2026, at 10:00 a.m. before the Hon. Taki Flevaris of the King County Superior Court, located at 401 4th Ave. N., Room 2D, Kent, WA 98032. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Class Representative is a former employee of Defendant. The Class Representative alleged Defendant violated Washington labor and employment laws as follows: (1) Minimum Wage Act Violations: RCW 49.46 *et seq.*; (2) Failure to Pay Overtime Wages: RCW 49.46.130; (3) Meal Period Violations: RCW 49.12.020 and WAC 296-126-092; (4) Rest Break Violations: RCW 49.12.020 and WAC 296-126-092; (5) Unpaid Wages on Termination: RCW 49.48 *et seq.*; and (6) Willful Refusal to Pay Wages: RCW 49.52.050. Plaintiff is represented by Ferraro Vega Employment Lawyers and Rekhi & Wolk, P.S. ("Class Counsel.").

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$550,000.00 and authorize the following payments from that amount: Service Payment to the Class Representative (\$10,000.00); Attorneys' Fees in the amount of \$183,315.00, representing 33.33% of the Gross Settlement Amount; Litigation Costs (not to exceed \$15,000), and the Administration Expenses to be paid to the third-party settlement administrator (estimated at \$5,000).

After the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members. One-third of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and two-thirds shall constitute interest and exemplary damages ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant's employer payroll taxes owed on the Wage Portion will be paid by Defendant separately and in addition to the Gross Settlement Amount. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by August 28, 2026 the "Response Deadline."

After the Judgment is final and Defendant has fully funded the settlement, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

In consideration for Defendant's payment of the Gross Settlement Amount, upon the Final Approval Hearing (and except as to such rights or claims as may be created by this Settlement Agreement) the Named Plaintiff and all Participating Settlement Class Members fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties from any and all claims, causes of action, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated or exemplary damages, punitive

damages, losses, fines, liens, interest, restitution or other equitable relief, actions, omissions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Action or that could have been alleged in the Action arising out of the facts or circumstances alleged in the Action from the beginning of time through the Final Approval Hearing, including federal and state claims based on common law, contract, statutes, ordinances, or regulations, lawsuits, administrative actions, arbitrations, and participation to any extent in any pending or future class, collective, or representative actions, or other action of any kind based on or related in any way to the allegations in the Complaint, including but not limited to, for alleged violations of RCW Chapters 49.12, 49.46, 49.48, and 49.52; WAC Chapter 296-126; and all parallel obligations under federal, state, and local law. The foregoing release by Participating Class Members excludes claims that are not reasonably related to the claims or allegations asserted in the Action, including claims for discrimination, retaliation, wrongful termination, unemployment, workers' compensation, and any claims that may not be lawfully released under this Settlement Agreement without Court approval.

3. HOW IS MY INDIVIDUAL CLASS PAYMENT CALCULATED?

Class Counsel obtained employment information for each Proposed Class Member, including how long they worked for Defendant and how much they earned. Class Counsel analyzed that information to determine how much each Proposed Class Member would be owed based on the strength of their respective claims and assuming they were valid. The Individual Class Payments will be calculated based on that analysis as a proportion of the total Net Settlement Amount.

4. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

5. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail or email it to the Administrator before the Response Deadline. If you opt-out, you will not receive an Individual Class Payment and you will not be bound by the Release.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on October 16, 2026, at 10:00 a.m. before the Hon. Taki Flevaris of the King County Superior Court, located at 401 4th Ave. N., Room 2D, Kent, WA 98032. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, the Class Representative, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the following website www.ValleyMachineShopSettlement.com. You can also telephone or send an email to Class Counsel at the address below:

Class Counsel

Nicholas J. Ferraro (State Bar No. 306528)

Lauren N. Vega (State Bar No. 306525)

Ferraro Vega Employment Lawyers, Inc.

3333 Camino del Rio South, Suite 300

San Diego, California 92108

(619) 693-7727 telephone

classactions@ferrarovega.com

ferrarovega.com

Gregory A. Wolk

Rekhi & Wolk, P.S.

529 Warren Avenue N., Ste. 201

Seattle, Washington 98109

(206) 388-5887

websiteinquiry@rekhiwolk.com

rekhiwolk.com

9. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be distributed to the State of Washington's Unclaimed Property Division.

**DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT**