

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Subject to its terms and conditions and the approval of the Court, this Class Action Settlement and Release of Claims (the “Agreement” or “Settlement Agreement”) is made and entered into by and among Plaintiff Michael Aaland (“Plaintiff” or “Class Representative”), in his individual capacity and on behalf of the Settlement Class Members (defined below), and Defendant One Planet Ops Inc. and Contractors.com LLC (collectively “Defendant”) (referred to collectively herein as the “Parties”), and is intended by the Parties to fully, finally and forever resolve, discharge and settle the Released Claims, as defined below.

RECITALS

A. On September 16, 2019, Plaintiff filed a proposed class action complaint against Defendant in the Superior Court, Washington, King County, captioned *Michael Aaland v. Contractors.com LLC, and One Planet Ops Inc.*, Cause No. 19-2-24212-4 SEA (the “Action”), alleging that Defendant sent text messages to Plaintiff in violation of the Washington Consumer Protection Act, RCW 19.190.010 et seq. (the “WCPA”) and purporting to represent a class of “[a]ll residents of Washington state with a cellular telephone number to which at least one electronic commercial text message was transmitted by . . . Defendants.”

B. On May 12, 2020, the Parties participated in a good-faith, arms-length, full-day mediation with John B. Bates, Jr. of JAMS. The Parties were not able to resolve their dispute during the mediation but continued negotiations through counsel ultimately resulted in this settlement agreement.

C. The discovery conducted in this matter, as well as discussions between counsel, have been more than adequate to give Plaintiff and Class Counsel a sound understanding of the merits of Plaintiff’s position and to evaluate the worth of the claims of the Settlement Class Members in light of Defendant’s defenses to them and its ability to satisfy any judgment. The discovery conducted in this Action and the information exchanged by the Parties through discovery has allowed the Parties to assess the merits of their respective positions and to compromise the issues on a fair and equitable basis. As a result, Class Counsel and Plaintiff agree and represent to the Court that the Settlement is fair, adequate, and reasonable, and in the best interests of the Settlement Class.

D. Plaintiff and Class Counsel believe that the claims, causes of action, allegations and contentions asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and acknowledge the risk, expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel have taken into account the uncertain outcome and the risk of any litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential difficulty of maintaining the Action as a class action. Class Counsel are mindful of the inherent problems of proof under, and possible defenses to, the claims alleged in the Action, including, but not limited to Defendant’s defenses that it had consent to send the texts. Class

Counsel believe that the Settlement set forth in this Agreement confers substantial benefits upon Plaintiff and the proposed Settlement Class Members and that an independent review of this Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent evaluation of all of these factors, Class Counsel have determined that the Settlement set forth in the Agreement is in the best interests of the Plaintiff and the putative Settlement Class Members.

E. Defendant has denied and continues to deny each and all of the claims and contentions alleged by Plaintiff and all proposed Settlement Class Members in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendant further denies that, for any purpose other than settlement, the claims alleged in the Action are appropriate for class or representative treatment of any kind. Nonetheless, Defendant has concluded that further conduct of the Action would be protracted and expensive and that it is desirable for economic reasons that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Action. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Action. Defendant has, therefore, determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and conditions set forth in this Agreement. The Parties have agreed to the terms set forth herein without in any way acknowledging fault or liability. Therefore, nothing in this Settlement Agreement shall be deemed or used as an admission of liability, fault or wrongdoing by Defendant or as an admission that a class or representative action should be certified or allowed to go forward, and shall not be used for any purpose other than for settlement purposes and to enforce its terms.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, subject to final approval by the Court after a hearing or hearings as provided for in this Settlement Agreement, and in consideration of the benefits flowing from the Settlement Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

1.1 “Action” means the lawsuit captioned *Michael Aaland v. Contractors.com LLC, and One Planet Ops Inc.*, Cause No. 19-2-24212-4 SEA, pending in the Superior Court, Washington, King County.

1.2 “Agreement” means this document.

1.3 “Claim Form” means the form that will be available on the Settlement Website to download, print, and submit by mail, email, electronic submission, or fax in substantially the form as that attached as Exhibit 1 to this Agreement.

1.4 “Class Counsel” means:

Jason A. Rittereiser

Rachel M. Emens

Henry Brudney

Donald Heyrich

HKM EMPLOYMENT ATTORNEYS LLP

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STUTHEIT KALIN LLC

308 SW 1st Avenue, Suite 325

Portland, OR 97204

Phone: (503) 493-7488

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1.5 “Class Notice” means the notice of proposed settlement in substantially the form attached hereto as Exhibits 2, 3, and 4 that is to be provided to Settlement Class Members after entry of the Preliminary Approval Order, including the “Postcard Notice” (Exhibit 2), “Email Notice” (Exhibit 3), and “Website Notice” (Exhibit 4).

1.6 “Class Representative” or “Plaintiff” means Michael Aaland.

1.7 “Complaint” means the Class Action Complaint for Damages and Injunctive Relief filed in the Action on September 16, 2019.

1.8 “Court” means the Superior Court, Washington, King County.

1.9 “Cy Pres Payment” means a distribution to charity of unclaimed funds as described in Section 11.3 of this agreement.

1.10 “Defendant” means One Planet Ops Inc. and Contractors.com LLC.

1.11 “Defendant’s Counsel” means:

Paul Karlsgodt

BAKER & HOSTETLER LLP

1801 California Street

Suite 4400

Denver, CO 80202-2662

1.12 “Effective Date” means the date that the Settlement becomes Final. “Final” means i) the date the deadline to seek appellate review of the Final Approval Order and Judgment has passed without a timely appeal having been filed, or if no objection to the Settlement is received by the Settlement Administrator, the Parties, or the Court prior to the entry of the Final Approval Order, the date the Final Approval Order is entered; or, (ii) in the event that an appeal of the Final Approval Order and Judgment has been filed, then when the applicable court has rendered a final decision or opinion affirming the Final Approval Order and Judgment without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such Appeal has been either dismissed or withdrawn by the appellant.

1.13 “Email Notice” means the notice that is emailed by the Settlement Administrator to potential Settlement Class Members, in a form substantially similar to Exhibit 3 to this Agreement.

1.14 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of costs awarded by the Court to Class Counsel.

1.15 “Final Approval Hearing” means the hearing at which the Court shall consider a motion for entry of the Final Approval Order and Judgment, Plaintiff’s application for Service Award, and Class Counsel’s application for Fee Award and Costs.

1.16 “Final Approval Order and Judgment” means the Court’s order granting final approval of the Settlement.

1.17 “Total Settlement Value” means the combined total of Lead Benefits and Gross Settlement Payment conveyed to the Settlement Class.

1.18 “Gross Settlement Payment” means the all-in non-reversionary payment by Defendant of \$774,500.00 to resolve this case in its entirety and all of the Released Claims, which includes those alleged in the Complaint. The Gross Settlement Payment is the total monetary payment required from Defendant under this Agreement, and is inclusive of all costs except for any internal costs necessary to provide the Lead benefits to Settlement Class Members. The payment shall be used to pay for all monetary benefits to class members, the Fee Award and Costs, the Service Award, and the Settlement Administration Costs. Under no circumstances shall Defendant be required to pay more than the Gross Settlement Amount to consummate the Agreement and effectuate the Settlement.

1.19 “Individual Settlement Payment” means the payment to be made to each Settlement Class Member who submits a timely and valid Claim Form from the Net Settlement Fund pursuant to the terms of this Agreement.

1.20 “Leads” or “Lead Benefits” mean six redeemable leads per Settlement Class Member.

1.21 “Net Settlement Fund” means the amount of the Gross Settlement Amount that remains after the deductions described in Section 11.1(a) and Section 11.1(b) of this Agreement are made.

1.22 “Notice Deadline” means the deadline for the Settlement Administrator to send the Postcard Notice and Email Notice, which shall be thirty (30) days following entry of the Preliminary Approval Order.

1.23 “Objection Deadline,” “Exclusion Deadline,” and “Claim Deadline” mean, respectively, the date by which (1) a written objection to this Agreement must be filed with the Court or (2) a request for exclusion mailed to the Settlement Administrator must be postmarked or (3) a claim must be submitted either electronically, faxed, or postmarked for mailing. The deadlines in each case will be sixty (60) calendar days after the Notice Deadline.

1.24 “Parties” means Settlement Class Members, including the Class Representative, and Defendant, each of whom is a “Party.”

1.25 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

1.26 “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement, ordering the mailing of the Class Notice and scheduling the Final Approval Hearing.

1.27 “Released Claims” means any and all claims, demands, and causes of action by Settlement Class Members that either were raised in the Complaint or that could or should have

been raised in the Complaint, an individual arbitration, or any other legal proceeding, and that arising in any way out of the facts and circumstances giving rise to the claims in the lawsuit, including relate in any way to or arise from Text Messages received from any or on behalf of Defendant to any of the mobile telephone numbers listed on Exhibit 5.

1.28 “Released Parties” means Contractors.com LLC and One Planet Ops Inc., and their respective parent companies, subsidiaries, affiliates, divisions, and related entities, past and present, as well as their direct and indirect owners, shareholders, employees, officers, directors, representatives, attorneys, insurers, reinsurers, partners, and successors and assigns of each.

1.29 “Service Award” means the service payment described in Section 4.3 of this Agreement to be requested from the Court and, if awarded, paid to the Class Representative out of the Gross Settlement Amount as compensation for service to the Class and execution of this Settlement Agreement and Release.

1.30 “Settlement” means the Settlement between the Parties, which is memorialized in this Agreement.

1.31 “Settlement Administrator” means the third-party claims administration firm selected by the Parties and approved by the Court. The Parties have selected JND Legal Administration as the Settlement Administrator.

1.32 “Settlement Administration Costs” means the expenses incurred by and the fees charged by the Settlement Administrator to perform all of its duties under this Settlement Agreement.

1.33 “Settlement Class” means all residents of Washington state with a cellular telephone number to which at least one electronic commercial text message was transmitted by Contractors.com, or someone acting on behalf of Defendant. The Settlement Class is defined to include all persons who could claim to have suffered any injury or could assert any claims as a result of the sending or receipt of Text Messages to the mobile telephone numbers listed on Exhibit 5.

1.34 “Settlement Class Member” means a member of the Settlement Class.

1.35 “Settlement Class Members” means each and every Settlement Class Member.

1.36 “Settlement Notice” means the detailed notice of the Settlement to be posted on the Settlement Website.

1.37 “Settlement Website” means the website to be created by the Settlement Administrator containing full details and information about the Settlement, including this Agreement. The Settlement Website will have links to the Complaint, this Agreement, the Postcard Notice, the Website Notice, motions for preliminary and final approval of this Settlement, any approval order, and Class Counsel’s request for attorneys’ fees and Service

Award. The Settlement Website also will allow Settlement Class Members to obtain claims and leads.

1.38 “Text Message” means an electronic communication involving written text transmitted in any format to a mobile telephone. Text Message includes, but is not limited to electronic messages sent using Short Messaging Service (SMS), multimedia message (MMS), or any other delivery format or technology.

2. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS COUNSEL AND CLASS REPRESENTATIVE

2.1 Subject to the Court’s approval, the Parties hereby stipulate that the Settlement Class may be conditionally certified for settlement purposes only.

2.2 Subject to the Court’s approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the Class for settlement purposes only and to effectuate the Settlement contemplated by this Agreement.

2.3 Subject to the Court’s approval, the Parties hereby stipulate to the appointment of Plaintiff as the Class Representative for the Class for settlement purposes only.

3. SETTLEMENT CONSIDERATION

3.1 The Settlement Consideration consists of the Gross Settlement Payment described in Paragraph 3.2, below, and the Lead Benefits, described in Paragraph 3.3, below, defined as the Total Settlement Value to the Class.

3.2 Gross Settlement Payment that Defendant will be obligated to make to effectuate this Settlement is \$774,500.00, inclusive of all funds necessary to effectuate the Settlement other than internal costs incidental to providing the Leads described in Section 3.3, below. The Gross Settlement Payment includes the Settlement Administration Costs, the Fee Award and Costs, the Class Representative Service Award, and all Individual Settlement Payments to Settlement Class Members who submit a timely and valid Claim Form. Under no circumstances shall Defendant be required to pay more than the Gross Settlement Amount to effectuate the Settlement.

3.3 Defendant will also provide codes for six (6) redeemable Leads to Settlement Class Members. Each Lead is valued at \$50.00, which translates into an additional class benefit of \$754,500.00. Defendant will develop an internal procedure or will work in coordination with the Settlement Administrator for allowing each Settlement Class Member to redeem the Leads by selecting Leads of a type relevant to the Settlement Class Member’s business needs. Leads redeemed prior to the Effective Date shall be provided within 30 days of the Effective Date. All other Leads must be redeemed prior to the termination of settlement administration as defined in Section 5.6. After termination of settlement administration, Defendant may at its sole discretion honor Lead redemption requests, but it shall not be required to do so.

4. PRELIMINARY APPROVAL OF SETTLEMENT

4.1 As soon as practicable following execution of this Agreement, Plaintiff shall file an unopposed motion with the Court for entry of the Preliminary Approval Order, which shall, among other things: (a) conditionally certify the Settlement Class for settlement purposes only and without reaching any determination as to the manageability of the Action at trial; (b) appoint Plaintiff's counsel as Class Counsel; (c) appoint Plaintiff as Class Representative; (d) preliminarily approve the Settlement set forth in this Agreement; (e) appoint a Settlement Administrator to exercise the duties allocated to the Settlement Administrator herein; (f) approve as to form and content the Class Notice; (g) direct the Settlement Administrator to mail the Class Notice to Settlement Class Members as set forth below and instructed by the Court; (h) set deadlines for Settlement Class Members to submit claim forms and exclusion requests and to file and serve objections to the Settlement; and (i) set the date of the Final Approval Hearing approximately 120 days after entry of the Preliminary Approval Order.

4.2 Class Counsel will request and Defendant will not oppose an award of attorneys' fees and costs of up to 30% of the Total Settlement Value (collectively, the "Fee Award and Costs") to be paid from the Gross Settlement Payment. The amount of the Fee Award and Costs is within the sole discretion of the Court and is not a condition of this Settlement. Any order by the Court providing for a Fee Award and Costs that is less than the amount requested by Class Counsel shall not be grounds to rescind this Agreement or otherwise void the Settlement.

4.3 Class Counsel will request and Defendant will not oppose a Class Representative Service Award of up to \$5,000, in addition to any payment Plaintiff is otherwise entitled to as a Settlement Class Member, to recognize Plaintiff's service to the Class and as consideration for a general release of Plaintiff's individual claims against Defendant and all other Released Parties (the "Service Award") and to be paid to Plaintiff from the Gross Settlement Amount. The amount of the Service Award is within the sole discretion of the Court and is not a condition of this Settlement. Any order by the Court providing for a Service Award that is less than the amount Class Counsel applies for shall not be grounds to rescind this Agreement or otherwise void the Settlement.

4.4 Class Counsel will submit their request for a Fee Award and Costs, and Class Representative Service Award, with their motion for Final Approval of the Class Action Settlement.

5. APPOINTMENT AND DUTIES OF SETTLEMENT ADMINISTRATOR

5.1 Subject to the Court's approval, the Parties hereby stipulate to the appointment of JND Legal Administration as the Settlement Administrator under this Agreement.

5.2 The Settlement Administrator shall perform the following duties in connection with its administration of the Settlement: (i) obtaining addresses for Settlement Class Members using appropriate methods, as described in Section 6.2.1 below; (ii) mailing and emailing the Postcard Notice to Settlement Class Members; (iii) tracking non-delivered Postcard Notices and taking reasonable steps to re-send them to Settlement Class Members' current addresses; (iv) tracking and timely reporting to Class Counsel and Defendant's Counsel any written requests for exclusion submitted by Settlement Class Members; (v) tracking and timely reporting to Class Counsel and Defendant's Counsel any written objections to the Settlement submitted by Settlement Class Members; (vi) tracking and timely reporting Claim Forms submitted electronically and by mail; (vii) administration of the fund established by the Gross Settlement Payment; (viii) disbursement of the Fee Award and Costs, and Service Award; (ix) calculation of the amount of the Individual Settlement Payment that is to be made to each Settlement Class Member that submits a timely and valid Claim Form; (x) disbursement of Individual Settlement Payments to Settlement Class Members who have submitted timely and valid Claim Forms; (xi) tracking the number of Individual Settlement Payment checks or other forms of payment that remain uncashed or unredeemed by the deadline to cash or redeem such payments; (xii) transferring any unclaimed property contemplated by Section 11.3, if any; (xiii) handling of the payment, if any, to a *cy pres* recipient; (xiv) preparing the reports and declarations contemplated by Section 6.6.2; (xv) establishing and maintaining the Settlement Website; (xvi) establishing a toll-free telephone number for Settlement Class Members to call; and (xvii) any other obligations imposed by the Court.

5.3 The Settlement Administrator shall complete its duties in a rational, reasonable, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices, including but not limited to a summary of work performed by the Settlement Administrator. Such records will be provided to Class Counsel and Defendant's Counsel and to the Court along with the motion for entry of the Final Approval Order and Judgment.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5 All expenses and fees due the Settlement Administrator in connection with its administration of the Settlement, including, but not limited to, providing the Class Notice, processing requests for exclusion and objections, and disbursing amounts from the Gross Settlement Fund, shall be paid from the Gross Settlement Fund.

5.6 Settlement Administration shall terminate one year from the Effective Date. If circumstances make termination one year from the Effective Date infeasible, then the Parties shall meet and confer about an appropriate extension of this deadline. At the time of termination of the settlement administration, the Settlement Administrator and Class Counsel

shall return or destroy, at the option of the Defendant, all confidential information in their position, with the exception that Class Counsel may maintain one copy pursuant to its obligations and file and retention policies.

6. NOTICE OF SETTLEMENT; SUBMISSION OF REQUESTS FOR EXCLUSION AND OBJECTIONS

6.1 The Settlement Administrator shall cause the Class Notice to be disseminated to Settlement Class Members. The Class Notice shall comport with Rule 23 of the Washington Rules of Civil Procedure.

6.2 Providing the Class Notice to the Settlement Class

6.2.1 Within ten (10) days after the Preliminary Approval Date, Defendant shall provide to the Settlement Administrator the names, mailing addresses, and email addresses, if any, associated with the list of unique cellular telephone numbers in Exhibit 5. The Settlement Administrator shall perform reverse look-ups on those telephone numbers appearing on Exhibit 5 for which Defendant did not produce associated addresses.

6.2.2 On or before the Notice Deadline, the Settlement Administrator shall cause the Postcard Notice to be mailed by first-class mail to Settlement Class Members at the addresses produced by Defendant or obtained through reverse look-up, and will cause the E-Mail Notice to be emailed to Settlement Class Members at the email addresses produced by Defendant, and will cause the Settlement Website to become active. If a Postcard Notice is returned with a forwarding address, the Settlement Administrator shall promptly forward the original Postcard Notice to the updated address via first-class regular U.S. Mail indicating on the original Notice the date of such re-mailing. If a Postcard Notice is returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable “skiptrace” search using the National Change of Address database to obtain an updated address, and the Postcard Notice will be re-mailed to the Settlement Class Member at the updated address.

6.2.3 The Postcard Notice shall be in substantially the form as that attached as Exhibit 2 and shall refer Settlement Class Members to the Settlement Website where Settlement Class Members can find detailed information about the Settlement. The Email Notice shall be in substantially the form as that attached as Exhibit 3 and shall refer Settlement Class Members to the Settlement Website where Settlement Class Members can find detailed information about the Settlement.

6.3 Any Settlement Class Member may submit a claim for payment from the Net Settlement Fund by submitting a timely and valid Claim Form to the Settlement Administrator on or before the Claim Deadline. By virtue of signing this Agreement, Plaintiff will not need to return a claim form to receive his Individual Settlement Share. Each individual Settlement Class Member may submit only one claim for payment from the Net Settlement Fund.

6.4 Request for Exclusion from Settlement

6.4.1 Any Settlement Class Member who does not submit a valid request for exclusion, as described more fully in this Section 6.4.2, shall participate in the Settlement and will be bound by all terms of this Agreement, including without limitation those sections of the Agreement addressing Released Claims and Released Parties.

6.4.2 Any Settlement Class Member may elect to be excluded from the Settlement by submitting a timely and valid written request for exclusion to the Settlement Administrator on or before the Exclusion Deadline. To be effective, such written request must include the Settlement Class Member's full name, address, and telephone number, a statement that the Settlement Class Member submitting the request wishes to be excluded from the Settlement, and the signature of the Settlement Class Member submitting the request or an individual authorized to sign on behalf of the Settlement Class Member.

6.4.3 A request to be excluded that does not include all of the foregoing information, or that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid.

6.4.4 Any Settlement Class Member who submits a timely and valid request for exclusion shall not: (i) be bound by the Final Approval Order and Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) be entitled to file a Claim Form; (iv) gain any rights by virtue of this Agreement; (v) have any standing to object to any aspect of this Agreement; (vi) be bound by the Release set forth in this Agreement; and Defendant will retain all of its defenses to such Settlement Class Member's purported claims.

6.5 Objection to Settlement

6.5.1 Any Settlement Class Member who does not submit a timely and valid request for exclusion may object to this Settlement by filing a written objection and supporting papers, if any, with the Court on or before the Objection Deadline. Such a written objection must (a) clearly identify the case name and number, and (b) be filed with the Clerk of the Court and mailed to Class Counsel and Defense Counsel. The written objection must include: (1) the Settlement Class Member's full name and address; (2) the telephone number or numbers the Settlement Class Member maintains received a text; (3) all of the Settlement Class Member's objections to the Settlement Agreement and the grounds for each such objection, with factual and legal support for each stated ground; (4) a statement indicating whether the Settlement Class Member intends to appear at the Final Approval Hearing and, if so, with or without counsel, and if it is with counsel, identifying the lawyer (including name, address, phone number and email) and identifying any witnesses he, she or it may call to testify at the Final Approval Hearing; and providing copies of any exhibits that he, she, or it intends to introduce into evidence at the Final Approval Hearing.

6.5.2 In the event that the Settlement Administrator receives any written objections to the Settlement, the Settlement Administrator shall send copies of such objections to Class Counsel and Defendant's Counsel by electronic means within 24 hours of receipt.

6.5.3 Any Settlement Class Member who submits a timely and valid request for exclusion or who fails to timely file a written objection in accordance with the terms of this paragraph and as detailed in the Class Notice, shall be deemed to have waived his, her or its objections, shall not be permitted to object to this Settlement at the Final Approval Hearing, and shall be foreclosed from seeking review of any Final Approval Order and Judgment by appeal or other means.

6.6 Reports and Declaration By Settlement Administrator

6.6.1 At the end of every week between the Notice Deadline and the Claim Deadline, and within five days after the Claim Deadline (and at any additional time upon the request of Plaintiff or Defendant), the Settlement Administrator shall provide counsel for the Parties with a complete list of all Settlement Class Members who have timely requested exclusion from the Class and with the total number of timely and valid Claim Forms that have been submitted.

6.6.2 Within ten (10) days after the Claim Deadline, the Settlement Administrator will prepare and provide to Class Counsel and Defendant's Counsel a draft declaration attesting to the work it performed notifying Settlement Class Members of the Settlement and the response to the Class Notice. The declaration will discuss the Settlement Administrator's mailing the Postcard Notice, indicating the number of Postcard Notices mailed to Settlement Class Members that were not returned undeliverable and thus the percentage of the Class that the Postcard Notice "reached." The declaration also will state the number of visits and unique visitors to the Settlement Website and the number of calls from Settlement Class Members that the Settlement Administrator received regarding the Settlement. The declaration will attach a list including the names and addresses of the individuals who submitted timely and valid exclusion requests and state the number of valid Claim Forms that were submitted. The declaration will contain a statement from the Settlement Administrator about whether it believes, based on its experience, that the Class Notice satisfies due process.

7. DEFENDANT'S RIGHT OF RESCISSION

7.1 If more than 50 Settlement Class Members submit valid requests for exclusion from the Settlement pursuant to the terms of this Agreement, Defendant may, at its election, rescind the Settlement. In that event, all actions taken in furtherance of the Settlement will be thereby null and void. Defendant must exercise this right of rescission within fourteen (14) calendar days after the Settlement Administrator notifies Class Counsel and Defendant's Counsel that the total number of valid requests for exclusion has exceeded 50. In the event Defendant rescinds the Settlement pursuant to this section, Defendant shall be responsible for

paying all administrative costs incurred as of the date that written notice of the right to rescind the Settlement is given.

8. FINAL APPROVAL OF SETTLEMENT

8.1 Class Counsel will file a motion with the Court requesting final approval of the Settlement, approval of Class Counsel's Fee and Cost Award, approval of Class Representative's Service Award, approval of Settlement Administrator's Fees and Costs, and entry of the Final Approval Order and Judgment ("Motion for Final Approval") by the deadline set by the Court, which, unless otherwise ordered by the Court, will be filed at least ten (10) days after the Claim Deadline. The Final Approval Hearing will be set at the convenience of the Court but no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order.

9. RELEASE OF CLAIMS

9.1 The Parties intend that this Settlement Agreement will fully and finally dispose of the Action, which shall be dismissed with prejudice, and any and all Released Claims against the Released Parties.

9.2 Upon the Effective Date, the Class Representative and all Settlement Class Members (with the exception of those who have submitted a timely and valid request to be excluded from the Settlement under Section 6.4), for themselves and for their heirs, executors and assigns, hereby release, discharge, and agree to hold harmless Defendant and all of the other Released Parties, and each of them, from any and all Released Claims.

10. DELIVERY OF GROSS SETTLEMENT PAYMENT TO THE SETTLEMENT ADMINISTRATOR

10.1 Defendant agrees to fund the Gross Settlement Fund over time as funds are reasonably necessary to cover administrative costs, fees, expenses, and claims.

10.2 Within ten (10) days of preliminary approval of the Settlement, Defendant shall transfer to the Settlement Administrator an initial payment to cover expected notice administration costs, as reasonably estimated by the Settlement Administrator.

10.3 In the event that the Settlement becomes Final, Defendant shall, within ten (10) days of the Effective Date, transfer to the Settlement Administrator the remaining funds. The Settlement Administrator will hold this amount in escrow until such time as it is authorized to use or pay those funds pursuant to the Settlement Agreement, the Preliminary Approval Order, or the Final Approval Order and Judgment, or as otherwise directed by the Parties. To the extent any interest accrues from funds being placed in escrow, such interest shall revert to Defendant upon the closing of the escrow account.

11. DISTRIBUTION OF GROSS SETTLEMENT PAYMENT

11.1 Within (15) days of the Settlement Administrator's receipt of the funds described in Section 10.3, the Settlement Administrator shall disburse the following from the amounts held in escrow:

- (a) any Settlement Administration Expenses that have not already been paid, to itself;
- (b) the Fee Award and Costs, and the Service Award, by such means as Class Counsel may direct; and
- (c) the Individual Settlement Payments, by mailing checks to the address of each Settlement Class Member that submitted a timely and valid Claim Form.

11.2 The amount of the Individual Settlement Payments shall be at least \$120 per Settlement Class Member. The precise amount of the Individual Settlement Payments shall be determined by dividing the Net Settlement Fund (i.e., the Gross Settlement Payment less the Settlement Administration Expenses, the Fee Award and Costs, and the Service Award) by the number of Settlement Class Members who submitted timely and valid Claim Forms. If the amount of Individual Settlement Payments calculated by this formula would exceed \$1500, then Individual Settlement Payments shall be \$1500, and any remaining amount of the Net Settlement Fund shall be distributed as a Cy Pres pursuant to Section 11.4 of this agreement.

11.3 Settlement Class Members who submitted timely and valid Claim Forms shall have 180 days to cash their settlement checks or redeem any alternative form of payment. In the event that any checks mailed to Settlement Class Members who submitted timely and valid Claim Forms remain uncashed after the expiration of 180 days, or an envelope mailed to such Settlement Class Members is returned and no forwarding address can be located for these Settlement Class Members after reasonable efforts have been made, then any such unclaimed funds shall revert to the Net Settlement Fund. The amounts of any payments that are not redeemed more than 180 days after the date on the check or alternative form of payment will be submitted to the Washington State Unclaimed Property Fund.

11.4 If it is necessary to distribute unclaimed funds to charity as a Cy Pres Distribution, the total amount of any unclaimed funds will be paid, subject to Court approval, to the following charity: Downtown Seattle Association. If the Court does not approve a given charity, it may direct the funds to be paid to a substitute charity. If no suitable charity can be found, any unclaimed funds will escheat to the State of Washington.

12. EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

12.1 If (a) Defendant rescinds the Settlement pursuant to Section 7 of this Agreement, (b) the Court should for any reason decline to approve this Settlement in the form agreed to by the Parties, or (c) the Court should for any reason fail to enter a judgment

dismissing the Action with prejudice, then the Settlement and conditional class certification will automatically become null and void without any act or deed by any Party and the terms and fact of this Agreement (and of any act performed or document executed pursuant to or in furtherance of the Agreement), the fact that the Parties stipulated to a Settlement Class for settlement purposes only, and the fact that the Court granted certification of the Settlement Class for settlement purposes only, will be inadmissible evidence in any subsequent proceeding of any kind, including in the Action or elsewhere. Put another way, neither the Settlement, class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

13. RETENTION OF JURISDICTION

13.1 The Parties stipulate that the Court may retain jurisdiction over any further disputes relating to this Agreement, the implementation of the Agreement, or further issues regarding the claims in the Action, until the Settlement Administrator and the Parties notify the Court that all issues have been resolved and the Settlement has been fully effectuated.

14. MISCELLANEOUS

14.1 The Parties will fully cooperate and use reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary or be ordered by the Court, or otherwise, to accomplish the terms of this Agreement, including, but not limited to, executing such documents and taking such other action as may reasonably be necessary to obtain preliminary and final approval of this Agreement without material modifications and to implement its terms.

14.2 Unless the Parties agree otherwise in writing, and with the exception of a notation of the existence of the settlement on Class Counsel's respective websites and/or firm resumes that may be submitted to courts in future cases, Class Counsel and/or Plaintiff agree not to issue press releases or initiate any public statements regarding the Action, the Settlement and/or the Settlement Agreement, with the exception of the statements made in the Settlement Notices that are approved by the Court. The Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement and Class Counsel will not be prohibited from communicating with any person in the Class regarding any aspect of the action or the Settlement.

14.3 Defendants agree that, as part of the settlement process, it will not dispute representations in any motions before the Court, that the instant litigation was one factor in Defendants' decision to cease its text message marketing practices in Washington, which is the subject of this litigation.

14.4 This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of Washington, both in its procedural and substantive aspects.

14.5 The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement, and in fact only agreed on the terms pursuant to arms-length, voluntary, and rigorous negotiations between the Parties. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement. The Parties agree that the language in this Agreement shall not be construed in favor or against any Party. The Parties further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

14.6 The Parties agree that if, at any time before the Effective Date, any portion of the release of claims, the notice and/or the distribution provisions of this Agreement are determined to be illegal, invalid or unenforceable, then the Parties agree to meet and confer in order to attempt to resolve outstanding issue(s).

14.7 If the Court denies final approval of the Settlement, or if the Court's final approval is reversed or fundamentally changed on appellate review, then this Settlement shall become null and void. If the Settlement is voided through any of the mechanisms described herein, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

14.8 Nothing in this Agreement shall be construed or deemed to be an admission by Defendant or of any of the other Released Parties of any liability, culpability, negligence, or wrongdoing toward the Class Representative, the Settlement Class Members, or any other person, and Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing toward the Class Representative, the Settlement Class Members, or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a class action other than for settlement purposes.

14.9 Except as otherwise specifically provided for herein, each Party shall bear its own attorney fees, costs and expenses, taxable or otherwise, incurred by them in, or arising out of, the Action and or the negotiation and execution of this Agreement, and shall not seek reimbursement thereof from any other party to this Agreement.

14.10 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the fifth business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Class:

HKM EMPLOYMENT ATTORNEYS LLP

Jason A. Rittereiser

600 Stewart Street, Suite 901

Seattle, WA 98101

Telephone: (206) 838-2504

Email: jrittereiser@hkm.com

To Defendant:

BAKER & HOSTETLER LLP

Paul G. Karlsgodt

1801 California Street

Suite 4400

Denver, CO 80202-2662

Telephone: (303) 764-4013

Email: PKarlsgodt@bakerlaw.com

14.11 This Agreement and its Exhibits constitute the entire agreement between the Parties and their respective counsel relating to the Settlement and the transactions contemplated thereby. No rights hereunder may be waived except in writing.

14.12 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 rights herein released and discharged.

14.13 With respect to the subject matter hereof, the Parties acknowledge that no written or oral representations, statements or promises made by the other Party, or by their respective agents or attorneys, have been relied upon in entering into this Agreement.

14.14 This Agreement may be modified or amended only if such modification or amendment is agreed to in writing and signed by the duly authorized representatives of the Parties hereto, and approved by the Court which writing shall expressly state the intent of the Parties to modify this Agreement.

14.15 This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, assigns, executors, administrators, successors, subsidiaries, divisions and partnerships, past and present, and trustees, directors, officers, shareholders, partners, and employees, past and present, of Plaintiff, Settlement Class Members, Defendant and all of the other Released Parties.

14.16 This Agreement may be executed in counterparts and/or electronic and/or facsimile signatures, and when each Party has signed and delivered at least one such counterpart, electronic and/or facsimile signature, each said signature shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

14.17 Each of the undersigned represents that he, she, or it has the advice of counsel, has authority to sign on behalf of his, her or its principal, and understands that this Agreement is final and binding, and subject only to the settlement process set forth above.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

Dated: July 2, 2021



Michael Aaland

ONE PLANET OPS INC.

Dated: July __, 2021

By: _____

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Dated: July __, 2021

Michael Aaland

ONE PLANET OPS INC.

Dated: July __, 2021

By:  _____

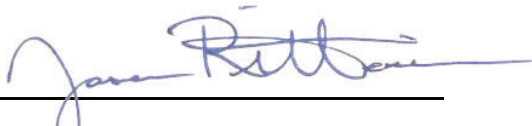
Tatevik Davtyan

VP Legal and Compliance

Approved as to form:

Dated: July 2, 2021

HKM EMPLOYMENT ATTORNEYS LLP

By: 

Jason A. Rittreiser
Attorneys for the Class

Dated: July __, 2021

BAKER & HOSTETLER LLP

By: _____
Paul G. Karlsgodt, Esq.
Attorneys for Defendant

Approved as to form:

Dated: July __, 2021

HKM EMPLOYMENT ATTORNEYS LLP

By: _____

Jason A. Rittreiser
Attorneys for the Class

Dated: July 2, 2021

BAKER & HOSTETLER LLP

By: _____


Paul G. Karlsgodt, Esq.
Attorneys for Defendant