

CLASS SETTLEMENT AGREEMENT

Dylon Dykstra v. The Shield Co Management, LLC DBA Ecoshield Management Co, LLC

Case No. 2:24-cv-00492-MJP

U.S. District Court Western District of Washington

This Class Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiff Dylon Dykstra (“Plaintiff”), both individually and on behalf of the proposed Settlement Class (defined below), on the one hand, and Defendant The Shield Co Management, LLC (“Defendant”), on the other hand, to resolve all matters arising out of or relating to the matter of *Dylon Dykstra v. The Shield Co Management, LLC DBA Ecoshield Management Co, LLC*, currently pending in the U.S. District Court for the Western District of Washington as Case No. 2:24-cv-00492-MJP and formerly pending in King County Superior Court as Case No. 24-2-05701-3 KNT (the “Action”). Without waiving any rights, Plaintiff and Defendant agree to remand the Action to King County Superior Court. This Settlement Agreement is subject to the terms and conditions hereof and the approval of the Court. For purposes of this Settlement Agreement, Plaintiff and Defendant are referred to individually as a “Party” and collectively as the “Parties.”

SETTLEMENT AMOUNT

Pursuant to the terms and conditions set forth herein, Defendant will pay **\$924,000** (the “Common Fund”) to resolve and release all of the claims as set forth in further detail hereafter, inclusive of all damages, settlement payments, attorneys’ fees and costs, service award, and settlement administration costs.

BACKGROUND

1. On March 14, 2024, Plaintiff filed the Class Action Complaint for Damages, Injunctive Relief, and Declaratory Relief (the “Complaint”) in the Action, alleging Defendant’s violation of the moonlighting provision of Washington’s Noncompetition Covenants Act, chapter 49.62.070. Defendant removed the Complaint to the U.S. District Court for the Western District of Washington and filed an Answer on April 11, 2024. The Parties then stayed the Action pending the Washington Supreme Court’s ruling in *David, et al. v. Freedom Vans, LLC*, No 102566-1 (Wash. March 6, 2024) (“*Freedom Vans*”). The Washington Supreme Court issued its ruling in *Freedom Vans* on January 23, 2025. The Parties then agreed to mediation, which took place on September 15, 2025, and resulted in the settlement described herein.

2. For purposes of this Settlement Agreement, the “Settlement Class” is defined as follows:

All current and former employees of The Shield Co Management, LLC DBA Ecoshield Management Co, LLC who worked in Washington and earned less than twice the applicable state minimum hourly wage from March 14, 2021, through the date of preliminary approval.

“Settlement Class Members” refers collectively to members of the Settlement Class and “Settlement Class Member” refers to individual members of the Settlement Class. Notwithstanding the foregoing, upon the Effective Date (as defined below), the Settlement Class shall not include any individual who otherwise meets the definition of a Settlement Class Member (as defined herein) who submits a valid and timely request for exclusion from this settlement pursuant to and in accord with the procedures outlined in Paragraph 15(a).

3. The Settlement Class Period is March 14, 2021, through the date of preliminary approval.

4. Defendant represents that there are 462 Settlement Class Members. As a condition of settlement, within 14 days after execution of this Settlement Agreement, Defendant shall provide a declaration verifying this representation of the class size.

5. Defendant denies any liability or wrongdoing of any kind associated with the claims being released herein. Neither this Settlement Agreement nor any exhibit thereto, nor any other document pertaining to the settlement contemplated herein, may be offered in any other case or proceeding as evidence of any admission by Defendant of any liability on any claims for damages or other relief. Any stipulation or admission by Defendant contained herein is made for settlement purposes only.

6. Nevertheless, in the interest of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted in the Action, the Parties believe that the settlement negotiated and set forth in this Settlement Agreement is fair, reasonable, and adequate.

SETTLEMENT TERMS

7. **Remand.** The Parties agree to file a stipulated motion to remand the Action to King County Superior Court within 21 days after execution of this Settlement Agreement for the sole purpose of settlement. Should the remand motion be denied, Plaintiff shall voluntarily dismiss the Action without prejudice and refile the Action in King County Superior Court.

8. **Common Fund:** Defendant will pay **\$924,000** (the “Common Fund”), subject to the terms and provisions of this Settlement Agreement, to settle and forever resolve all of the claims being released by this Settlement Agreement, and will include: (a) all payments to Settlement Class Members; (b) all costs of settlement administration; (c) all attorneys’ fees, costs, and expenses; and (d) a service award to Plaintiff. The settlement payments are not being made for any other purpose and will not be construed as “compensation” for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendant. In addition, no individual receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

9. **Class Fund:** The Class Fund will constitute the total sum from which Settlement Class Members will be paid. The Class Fund is the Common Fund minus Plaintiff’s Counsel’s attorneys’ fees and costs, Plaintiff’s service awards, and the Settlement Administrator’s costs.

10. **Attorneys' Fees, Costs, and Expenses:** "Plaintiff's Counsel" refers to Plaintiff's Counsel in this Action, Emery Reddy, PC. Plaintiff's Counsel may apply to the Court for, and Defendant will not oppose, an award of attorneys' fees in the amount of \$308,000.00 (1/3 of the Common Fund), and \$5,000 in costs and expenses, incurred in connection with their prosecution of this Action, and all of the work remaining to be performed by Plaintiff's Counsel in documenting the settlement, securing Court approval of the settlement, all further appellate proceedings, carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the Action. Amounts awarded by the Court for attorneys' fees, costs, and expenses shall be paid from the Common Fund.

11. **Service Award:** Subject to approval by the Court, Plaintiff will receive a service award of \$25,000 in consideration for serving as Class Representative. The service award will be paid from the Common Fund and is in addition to the settlement payment to which Plaintiff is entitled along with all other Settlement Class Members. Defendant will not oppose the requested service award. Plaintiff will receive a Form 1099 for Plaintiff's service award prepared by the Settlement Administrator, and will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount.

12. **Lesser Award:** In the event that a lesser sum is awarded for the attorneys' fees, costs, and expenses referenced above in Paragraph 10, or for the service award referenced above in Paragraph 11, the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiff's Counsel to terminate the settlement, but such an order shall be appealable by them at Plaintiff's cost. In the event that such an appeal is filed, administration of the settlement shall be stayed pending resolution of the appeal. Thereafter, if after the exhaustion of such appellate review, any additional amounts remain which are distributable to the Settlement Class Members, the cost of administration of such additional payments will be paid out of such additional amounts, shall be added to the Class Fund and distributed to the Settlement Class Members. Any amount not awarded in attorneys' fees, costs and expenses, and/or service award, but which is not challenged via appeal by Plaintiff's Counsel, shall likewise be added to the Class Fund and distributed to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

13. **Settlement Administrator's Costs:** Subject to the Court's approval, the Parties agreed that Simpluris, Inc. will serve as the Settlement Administrator. The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating through normal and customary procedures to the Class List to be provided by Defendant, so that it is updated prior to the Class Notice ("Notice") being sent; emailing, printing and mailing the Court-approved Notice; creating and maintaining a settlement website; performing necessary additional skip traces on Notices and/or mailed checks returned as undeliverable; calculating Settlement Class Members' shares of the Class Fund; preparing and distributing settlement payments; responding to Settlement Class Member inquiries as appropriate; preparing any appropriate or required tax returns and tax forms in connection with the settlement payments, including any withholding, and filing or remitting those returns and forms, along with withheld amounts, if any, to the appropriate governmental agencies; and generally performing all normal and customary duties associated with the administration of such settlements. The Settlement Administrator will coordinate the calculations of the payroll taxes and deductions, if any, with Defendant to ensure that, to the extent such taxes and deductions are or could be deemed to have been made by the Settlement Administrator on behalf of Defendant by government taxing

authorities, they are made in compliance with Defendant's tax withholding and remittance obligations for such payments. All costs for the Settlement Administrator's services will be paid out of the Common Fund, and shall not exceed \$20,000.

14. **Compilation of Class List:** Within 30 calendar days after the preliminary approval order is issued, Defendant will provide to the Settlement Administrator the full name, last known address (if available), phone number (if available), and email address (if available) of each Settlement Class Member (the "Class List"). Defendant shall contemporaneously provide the full names to Plaintiff's Counsel. Defendant shall conduct a reasonable search of Defendant's records and good-faith effort to obtain valid contact information for Settlement Class Members. The Settlement Administrator will perform normal and customary address updates and verifications as necessary prior to the mailing of the Notice to the Settlement Class, and will calculate the estimated settlement award for each Settlement Class Member. Within 7 days after receipt of the Class List, the Settlement Administrator will resolve any issues with the Class List with Defendant's Counsel as well as provide the estimated payment amounts to Plaintiff's Counsel and Defendant's Counsel.

15. **Notice Period:** Within 14 days of its receipt of the Class List, the Settlement Administrator will send the Settlement Class Members, by first-class mail and email, to their last known address or such other address as located by the Settlement Administrator, the Court-approved Notice, IRS Form W-9, and Address Form. The Notice sent to all Settlement Class Members will advise each Settlement Class Member of his or her estimated payment amount and of his or her right to request exclusion from or object to the settlement. The Notice will also advise Settlement Class Members of their right to submit the IRS Form W-9 to the Settlement Administrator for proper reporting of the individual payment to the IRS. The Notice will also advise Settlement Class Members they can complete and return the Address Form to receive their payment should the Settlement Administrator not have their address. Any Settlement Class Member who elects not to submit an IRS Form W-9 may be subject to initial withholdings prior to the issuance of their individual settlement payment.

- a. **Exclusion Procedure:** Any Settlement Class Member who wishes to be excluded from the settlement must submit the request for exclusion in writing to the Settlement Administrator, postmarked no later than 30 days from the date of mailing of the Notice. To be considered valid, a request for exclusion must include: (i) the Settlement Class Member's full name; (ii) the Settlement Class Member's address; (iii) a statement that he or she wishes to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *Dylon Dykstra v. The Shield Co Management, LLC DBA Ecoshield Management Co, LLC*"); and (iv) the Settlement Class Member's (or his or her attorney's) signature and date signed. Any funds associated with an individual who timely submits a request for exclusion shall be reallocated back to the Class Fund.
- b. **Objection Procedure:** Any Settlement Class Member who wishes to object must submit the objection in writing to Court and the Parties' Counsel, postmarked no later than 30 days from the date Notice is sent. To be considered valid, an objection must include: (i) the Settlement Class Member's full name, address, telephone number, and e-mail address; (ii) the case name and number; (iii) the reason(s) why he or she objects to the settlement; (iv) the name and address of his or her attorney,

if he or she has retained one; (v) a statement confirming whether the Settlement Class Member and/or his or her attorney intend to personally appear at the Final Approval Hearing; (vi) a list, by case name, court, and docket number, of all other cases in which he or she (directly or through an attorney) has filed an objection to any proposed class action settlement within the last three years; (vii) a list, by case name, court, and docket number, of all other cases in which his or her attorney (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years; and (viii) the Settlement Class Member's (or his or her attorney's) signature and date signed. If a Settlement Class Member wishes to object to the settlement, he or she must not request exclusion.

- c. Any Notices returned undeliverable shall be traced once to obtain a new address and be re-mailed by First Class U.S. Mail. To the extent any mailed Notice is returned as undeliverable, such person shall be permitted 30 days from any re-mailing of the Notice to request exclusion from or object to the settlement.
- d. After the Notice is sent, the Settlement Administrator will provide weekly updates on the status of any requests for exclusion, objections, and address changes.
- e. No later than 5 days after the end of the Notice Period, the Settlement Administrator will provide to Plaintiff's Counsel and Defendant's Counsel: (1) a report identifying Settlement Class Members, requests for exclusion, and objections; and (2) a draft declaration regarding Notice.

16. **No Solicitation of Exclusions or Objections:** The Parties will not directly or indirectly solicit or encourage Settlement Class Members to request exclusion from or object to the settlement.

17. **Challenges to Class List:** To be considered timely, any dispute regarding the settlement payment or the underlying data used to calculate the settlement payment must be submitted by the Settlement Class Member within 30 days of sending the Notice. In response to any dispute raised by a proposed Settlement Class Member about their omission from the Class List, Defendant will first reference the information contained in the proposed Settlement Class Member's personnel file with Defendant. Unless the proposed Settlement Class Member can establish that he or she should have been included on the Class List based on documentary evidence, Defendant's records will control. Plaintiff's Counsel and Defendant's Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by the Defendant and the proposed Settlement Class Member, and shall be the final arbiter of disputes relating to a proposed Settlement Class Member's omission from the Class List. The Settlement Administrator's determination regarding any such dispute shall be final for purposes of administering Notice of the settlement, subject to final review, determination and approval by the Court.

18. **Payments to Settlement Class Members:**

- a. All Settlement Class Members who do not request exclusion from the settlement will receive an equal share of the Class Fund to be characterized as non-wage damages (1099). The Settlement Administrator will prepare a 1099 for each Settlement Class Member who does not request exclusion that reflects their settlement payment.
- b. Settlement payments will be issued as checks to each Settlement Class Member with a valid mailing address. Settlement payments will be issued electronically via an online payment service, such as PayPal or Venmo, for each Settlement Class Member without a valid mailing address, or upon request by a Settlement Class Member.
- c. Plaintiff, Defendant, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Settlement Class Members will be required to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the settlement payments. Settlement Class Members agree to indemnify and hold Defendant harmless from any claim for unpaid taxes for the Settlement Payment from any taxing authority.

19. **Settlement Class Member Release:** Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not request exclusion in accordance with the procedures set forth above will release (i) Defendant and its parents, subsidiaries, affiliates, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that are, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), joint venturers, joint employers, alter-egos, divisions, insurers, reinsurers, insurance policies and benefit plans, (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, insurers, reinsurers, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (the “Released Parties”) from all claims during the Class Period, that were asserted against Defendant in Plaintiff’s Complaint, including any claims under any state, federal, or local law, to the fullest extent permitted by law (the “Released Class Claims”).

20. **Court Approval:** Except as otherwise provided above, a failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire Settlement Agreement void and unenforceable as to all Parties herein. As agreed to above, this Paragraph does not apply to the failure of the Court to approve the attorneys’ fees, costs, and expenses in Paragraph 10 or the service award in Paragraph 11. If the Settlement Agreement becomes void, this Settlement Agreement, as well as all releases signed in connection herewith, shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any Party, all of whom shall be restored to their respective positions in this Action prior to the settlement; the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; and neither this Settlement Agreement nor any ancillary documents, actions or filings shall be admissible or offered into evidence in this Action or any other action or proceeding for any purpose.

21. **Preliminary Approval:** The Parties shall promptly seek the Court's approval of this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Plaintiff and Plaintiff's Counsel shall apply to the Court for the entry of a preliminary approval order which would accomplish the following: (a) preliminarily approves the settlement subject to the final review and approval by the Court; (b) certifies the Settlement Class and appoints Plaintiff as Settlement Class Representative and Emery Reddy, PC as Settlement Class Counsel for purposes of the settlement only; (c) preliminarily approves the Settlement Administrator selected by the Parties and approves payment of the Settlement Administrator's reasonable costs; (d) preliminarily approves an award of attorneys' fees, costs, and expenses to Plaintiff's Counsel, subject to final review and approval by the Court; (e) preliminarily approves a service award to Plaintiff, subject to final review and approval by the Court; (f) approves, as to form and content, the proposed Notice; (g) directs the distribution of the Notice to the Settlement Class Members; and (h) schedules a final approval hearing on the question of whether the settlement, including the payment of attorneys' fees and costs and the service award should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the Notice. Not later than 7 days before filing the motion for preliminary approval, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant's Counsel for review and comment. Defendant's Counsel shall promptly provide Plaintiff's Counsel a redline draft with any proposed changes.

22. **Final Approval:** In conjunction with the request for final approval of the settlement provided for in this Settlement Agreement, Plaintiff's Counsel will submit a proposed final order and judgment: (a) granting final approval of the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions; (b) approving an award of attorneys' fees, costs, and expenses to Plaintiff's Counsel; (c) approving a service award to Plaintiff; (d) approving the Settlement Administrator's costs; (e) permanently enjoining and restraining Plaintiff and Settlement Class Members from initiating or pursuing any claims settled herein and released by this Settlement Agreement; and (f) dismissing the Action on the merits and with prejudice. Not later than 7 days prior to the submission of the motion(s) seeking the foregoing, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant's Counsel for review and comment. Defendant's Counsel shall promptly provide Plaintiff's Counsel a redline draft with any proposed changes.

23. **The Parties' Respective Contingent Right to Void the Settlement Agreement.** Defendant has the option to void the Settlement Agreement if more than ten percent (10%) of the Settlement Class Members exclude themselves (i.e., opt out) from the settlement. Defendant shall exercise this right within five (5) days after receiving the report from the Settlement Administrator described in Paragraph 15(e). In the event Defendant exercises this right, the Parties will be returned to their respective positions that existed prior to their entry into this Settlement Agreement (as described more thoroughly in Paragraph 20).

24. **Effective Date:** This Settlement Agreement shall become effective when the settlement is considered "Final." For purposes of this Settlement Agreement, "Effective Date" and "Final" mean: (a) in the event that the Court has entered the Final Approval Order and there were no timely objections filed, or that any timely objections have been withdrawn, then the first business day upon the passage of the applicable 30-day period for any interested party to seek appellate review of the Court's Final Approval Order without a timely appeal being filed; or, (b)

in the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the Court's order of final approval of the settlement, without a timely appeal having been filed; or, (c) in the event that a timely appeal of the Court's order of final approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's final approval without material modification, and the applicable date for seeking further appellate review has passed without such further review being sought, or if such review is sought, the exhaustion thereof. In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if this Settlement Agreement is otherwise terminated: (a) this Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement Agreement; (b) Defendant shall have no obligation to make any payments to the Settlement Class Members, Plaintiff, or Plaintiff's Counsel; (c) any preliminary approval order, final approval order or judgment, shall be vacated; and (d) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding.

25. **Funding of Settlement:** Within 30 days following the occurrence of the Effective Date of the settlement, Defendant shall transfer (by wire transfer, ACH, check, or other reasonable means) the total Common Fund amount to the Qualified Settlement Fund ("QSF"), an account specifically created by the Settlement Administrator for the administration of this settlement. No funds will be payable by Defendant prior to that time. Within 14 days following Defendant's deposit of the Common Fund into the QSF, the Settlement Administrator shall distribute the funds in accordance with the terms of this Settlement Agreement as approved by the Court, including: (a) settlement payments from the Class Fund to all Settlement Class Members that did not request exclusion; (b) Plaintiff's Counsel's attorneys' fees, costs, and expenses; (c) Plaintiff's service award; and (d) the Settlement Administrator's costs. Settlement Class Members will have 180 days from the date of issuance to deposit their settlement payments.

26. **Unclaimed Funds:** "Unclaimed Funds" are funds associated with Settlement Class Members' payments that remain uncashed/unclaimed after 180 days of issuance ("Cashing Period"). Unclaimed Funds sent to Settlement Class Members by the Settlement Administrator via PayPal/Venmo expire automatically within 30 days. Settlement Class Members who do not claim their funds sent to them via PayPal/Venmo within 30 days may request that their settlement payment be re-sent electronically or via check at any point during the Cashing Period. Fifty percent (50%) of any Unclaimed Funds remaining in the QSF after the Cashing Period shall be sent by the Settlement Administrator to the State of Washington with the associated name of the Settlement Class Member pursuant to Washington's Revised Uniform Unclaimed Property Act (RCW 63.30, *et seq.*). The other fifty percent (50%) of any Unclaimed Funds remaining in the QSF after the Cashing Period shall be sent by the Settlement Administrator to the Legal Foundation of Washington.

27. **Residual Funds:** "Residual Funds" are any amount of the Common Fund that remain after the payment of all approved Settlement Class Member payments, attorneys' fees and costs, service award, and Settlement Administration costs. Residual Funds shall be disbursed to the Legal Foundation of Washington.

28. **Deadlines:** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by CR 6(a)), such time period shall be continued to the following business day. For illustrative purposes, and recognizing that certain of the deadlines listed herein may be continued due to unforeseen delay of the Parties or by order of the Court, the following schedule provides an outline of the deadlines required under this Settlement Agreement:

| EVENT | DATE |
|---|---|
| Plaintiff's Counsel to File Motion for Preliminary Approval | 7 calendar days after Preliminary Approval Draft sent to Defendant's Counsel |
| Preliminary Approval Order | TBD |
| Defendant's Counsel to Provide Plaintiff's Counsel and Settlement Administrator with Class List | 30 calendar days after Preliminary Approval Order |
| Settlement Administrator to provide estimated payment amounts to Plaintiff's Counsel and Defendant's Counsel | 7 calendar days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel |
| Distribution of Notice; Start of Notice Period | 14 calendar days after Defendant's Counsel provides the Class List to the Settlement Administrator |
| End of Notice Period, deadline for Settlement Class Members to request exclusion from or object to the settlement | 30 calendar days after start of the Notice Period |
| Settlement Administrator to provide to Plaintiff's Counsel and Defendant's Counsel: (1) report identifying Settlement Class Members, exclusions, and objections; (2) draft declaration regarding Notice | 5 calendar days after end of Notice Period |
| Plaintiff's Counsel to provide Defendant's Counsel with draft of Motion for Final Approval | 7 calendar days prior to the deadline to file the Motion for Final Approval |
| Plaintiff's Counsel to file Motion for Final Approval | 9 Court days prior to the Final Approval Hearing |

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| Final Approval Hearing | No sooner than 120 calendar days after the Preliminary Approval Order |
| Final Approval Order | TBD |
| Effective Date | 31 calendar days after the Final Approval Order (assuming no appeal) |
| Funding Date | 30 calendar days after the Effective Date |
| Distribution of settlement payments, payment of attorneys' fees & costs, service awards, and settlement administration costs | 14 calendar days after the Funding Date |
| Cashing Deadline | 180 calendar days after disbursement of settlement payments |
| Unclaimed Funds sent by the Settlement Administrator to the State of Washington with the associated name of the Settlement Class Member pursuant to Washington's Revised Uniform Unclaimed Property Act; Residual Funds to be disbursed to Legal Foundation of Washington | Within 10 calendar days after Cashing Deadline |

29. **Parties' Authority:** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

30. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary approval of this Settlement Agreement.

31. **No Prior Assignments:** The Parties hereto 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 except as set forth herein.

32. **Construction:** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between counsel. The Parties further agree that this Settlement Agreement shall not be construed in favor of, or against, any party by reason of the extent to which any party, or his, hers, or its counsel, participated in the drafting of this Settlement Agreement.

33. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

34. **Attorneys' Fees and Costs:** The prevailing Party in any dispute related to the enforcement of this Settlement Agreement shall be entitled to reasonable attorneys' fees and costs related to the dispute.

35. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

36. **Integration:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

37. **Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

38. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

39. **Governing Law:** The Parties agree that Washington law governs the interpretation and application of this Settlement Agreement.

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PARTY SIGNATURES

Dated: 11 / 07 / 2025



Plaintiff Dylon Dykstra, individually and on behalf of the Class

Dated: 13-Nov-2025

Signed by:


Defendant The Shield Co Management, LLC
By: Jason Jonas
Its: Manager & CFO