

CLASS SETTLEMENT AGREEMENT – POLICY LIMITS SETTLEMENT

Alexander Floyd v. Quadrant Technologies LLC Case No. 25-2-03238-8 SEA **King County Superior Court**

This Class Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiff Alexander Floyd (“Plaintiff”), both individually and on behalf of the proposed Settlement Class (defined below), on the one hand, and Defendant Quadrant Technologies LLC (“Defendant”), on the other hand, to resolve all matters arising out of or relating to the matter of *Floyd v. Quadrant Technologies LLC, et al.*, currently pending in King County Superior Court as Case No. 25-2-03238-8 SEA (the “Action”). 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’s Insurance Company, (“Insurance Company”) will pay the remaining amount of its eroding insurance policy, totaling \$900,000 (the “Settlement 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 February 3, 2025, Plaintiff filed the Class Action Complaint for Discrimination (the “Complaint”) in the Action, alleging Defendant’s violation of the pay transparency provision of the Washington Equal Pay and Opportunities Act (“EPOA”), RCW 49.58.110. Defendant filed an Answer on April 7, 2025. The Parties then engaged in limited discovery before engaging in arm’s-length settlement negotiations between counsel.

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

Plaintiff and all individuals who, from January 1, 2023, through July 26, 2025, applied for a job opening in the State of Washington with Defendant, where the job posting did not disclose a wage scale or salary range, and/or a general description of benefits and other compensation to be offered to a hired applicant.

“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 14(a).

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3. The Settlement Class Period is January 1, 2023, through July 26, 2025.

4. Defendant represents that there could be as many as 35,000 applicant Settlement Class Members globally. Defendant has researched the pool of applications and believes that the total number of applicants who are allegedly entitled to damages under RCW 49.58.110 is a subset of this total number, given Defendant's belief that some applications were automated and others were duplicates. In order to ensure the authenticity of each Class Member, payment to each Class Member will follow the claims process detailed in Paragraph 14 below.

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. **Settlement Fund:** Insurance Company will pay \$900,000 (the "Settlement Fund") on behalf of Defendant, 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 the Participating Settlement Class Members; (b) all costs of settlement administration; (c) all attorneys' fees, costs, and expenses; and (d) a service award to Plaintiff. "Participating Class Members" means those Settlement Class Members who do not exclude themselves from the settlement and who submit a timely and valid Claim Form. 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.

8. **Net Settlement Fund:** The Net Settlement Fund will constitute the total sum from which Participating Settlement Class Members will be paid. The Net Settlement Fund is the Settlement Fund minus Plaintiff's Counsel's attorneys' fees and costs, Plaintiff's service award, and the Settlement Administrator's costs.

9. **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, costs, and expenses in the amount of \$300,000 (approximately 1/3 of the Settlement Fund), 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.

10. **Service Award:** Subject to approval by the Court, Plaintiff will receive a service award of \$20,000 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 his service award prepared by the Settlement Administrator, and Plaintiff will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount.

11. **Lesser Award:** In the event that a lesser sum is awarded for the attorneys' fees, costs, and expenses referenced above in Paragraph 9, or for the service award referenced above in Paragraph 10, 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 additional amounts shall be added to the Net Settlement Fund and distributed to the Settlement Class Members. The costs of administration of such additional payments will also be paid out of such additional amounts. 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 Net Settlement Fund and distributed to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

12. **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 Net Settlement 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 \$80,000. If the Settlement Administrator

does not use the entire \$80,000 allocated to it, the residual will be dispersed to Settlement Class Members *pro-rata*.

13. **Compilation of Class List:** Within 30 calendar days after the preliminary approval order is issued, Defendant will provide to Plaintiff's Counsel and 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 make a good-faith effort, with the information readily available to it, 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 emailing/ 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.

14. **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/or email, to their last known address, email address, and/or such other address as located by the Settlement Administrator, the Court-approved Notice and Claim Form. The Notice sent to all Settlement Class Members will advise each Settlement Class Member of the total amount of proceeds available to claim by Participating Class Members, his or her right to submit a Claim Form and make a claim against these funds, and his or her right to request exclusion from or object to the settlement.

- a. **Claims Procedure:** To become a Participating Class Member and receive a payment, a Settlement Class Member must submit a valid, timely Claim Form to the Settlement Administrator by mail, email, or online submissions via the settlement website. The Claim Form must be submitted or post-marked no later than 60 days from the date of mailing of the Notice. Any Settlement Class Member who submits a Claim Form after 60 days will be considered for a payment at the discretion of Defendant.
- b. **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 60 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 *Floyd v. Quadrant Technologies LLC*"); and (iv) the Settlement Class Member's (or his or her attorney's) signature and date signed.
- c. **Objection Procedure:** Any Settlement Class Member who does not request exclusion from the settlement and who wishes to object must submit the objection in writing to Court and the Parties' Counsel, postmarked no later than 60 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.

- d. 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 the greater of the time remaining under the 60-day notice period associated with the initial mailing or 30 days from any re-mailing of the Notice to submit a Claim form, request exclusion, or object to the settlement.
- e. After the Notice is sent, the Settlement Administrator will provide weekly updates on the status claims, requests for exclusion, objections, and address changes.
- f. 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 Participating Settlement Class Members, requests for exclusion, and objections; and (2) a draft declaration regarding Notice.

15. **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.

16. **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 60 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 application history with Defendant (if any). 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.

17. Payments to Participating Class Members:

- a. Settlement Class Members must submit a timely, valid Claim Form, and must not exclude themselves, to become a Participating Class Member and receive an individual payment. The named Plaintiff is not required to submit a Claim form to receive an individual payment.
- b. All Participating Class Members will be eligible to receive an equal share of the Net Settlement Fund, up to a maximum of \$5,000 per Participating class member pursuant to RCW 4958.110. Any remaining amounts of the Net Settlement Fund will be allocated to the Legal Foundation of Washington ("Residual Funds").
- c. Settlement payments will be characterized as non-wages/statutory damages. The Settlement Administrator will prepare a 1099 for each Participating Class Member that reflects his or her settlement payment.
- d. After 180 days following the date upon which the Settlement Administrator sends payments to Participating Class Members, one hundred percent of any individual settlement payment amounts associated with Participating Class Members' uncashed checks ("Unclaimed Funds") will be sent by the Settlement Administrator to the State of Washington with the associated name of the Participating Class Member pursuant to Washington's Revised Uniform Unclaimed Property Act (RCW 63.30, *et seq.*)
- e. 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 and Released Parties harmless from any claim for unpaid taxes for the Settlement Payment from any taxing authority.

18. Settlement Class Member Release: Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not submit a timely, request for exclusion in accordance with the procedures set forth above will release (i) Defendant and its parents, subsidiaries, affiliated entities, 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), investors, owners, joint venturers, joint employers, alter-egos, divisions, insurers, reinsurers, insurance policies, benefit plans, or any other entity with an interest in or obligation regarding Defendant's liabilities; (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, including Defendant's attorneys;

(iii) any individuals or entities that assisted Defendant or any of the other individuals and entities described in subsections (i) and (ii) of this Paragraph 18, with creating, publishing, processing, or hosting any of the job postings used or maintained by Defendant during the Settlement Class Period or otherwise assisted Defendant with its employee recruitment efforts; and (iv) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (individuals and entities described in (i) through (iv) are collectively referred to herein as the “Released Parties”) from all claims during the Settlement Class Period that were or could have been asserted against Defendant by Plaintiff and members of the Settlement Class in connection with Defendant’s alleged violation of the pay transparency provision of the Equal Pay and Opportunities Act, RCW 49.58.110, based on the claims asserted in Plaintiff’s Complaint, including any such claims under any state, federal, or local law, to the fullest extent permitted by law (the “Released Class Claims”). This further includes any attendant claims for relief under RCW 49.58.070 and/or RCW 49.58.110, such as interest, liquidated damages, exemplary damages, statutory damages, and attorneys’ fees and costs.

19. **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 9 or the service award in Paragraph 10. 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.

20. **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 approve 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 approve the Settlement Administrator selected by the Parties and approve payment of the Settlement Administrator’s reasonable costs; (d) preliminarily approve an award of attorneys’ fees, costs, and expenses to Plaintiff’s Counsel, subject to final review and approval by the Court; (e) preliminarily approve a service award to Plaintiff, subject to final review and approval by the Court; (f) approve, as to form and content, the proposed Notice; (g) direct the distribution of the Notice to the Settlement Class Members; and (h) schedule 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.

21. **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.

22. **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 14(f). 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 19, above).

23. **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.

24. **Funding of Settlement:** Within 45 days following the occurrence of the Effective Date of the settlement, Insurance Company shall transfer (by wire transfer, ACH, check, or other reasonable means) the total Settlement 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 or Insurance Company prior to that time. Within 14 days following Defendant’s deposit of the Settlement 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 Net Settlement Fund to all Participating Settlement Class Members; (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.

25. **Unclaimed Funds:** “Unclaimed Funds” are funds associated with Participating Settlement Class Members’ payments that remain uncashed/unclaimed after 180 days of issuance (“Cashing Period”). 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.*).

26. **Residual Funds:** “Residual Funds” are any amount of the Settlement Fund that remain after the payment of all approved Participating 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.

27. **Defendant’s Declaration:** This claims made settlement is based upon the remaining amount of Defendant’s eroding insurance policy, totaling \$900,000. Defendant will, upon request by Plaintiff, deliver to Plaintiff a true and accurate statement sworn under penalty of perjury that it is insured by its Insurance Company for the EPLI policy limit of \$1,000,000, which is an eroding insurance policy, and that there are no other insurance proceeds that could be available to Defendant or otherwise that could assist in resolving this Action.

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 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 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
Settlement Administrator to send reminder notice to Settlement Class Members	30 days after start of Notice Period
End of Notice Period, deadline for Settlement Class Members to submit a Claim Form, request exclusion from or object to the settlement	60 days after start of the Notice Period
Settlement Administrator to provide to Plaintiff's Counsel and Defendant's Counsel: (1) report identifying Participating Settlement Class Members, exclusions, and objections; (2) draft declaration regarding Notice	5 days after end of Notice Period
Plaintiff's Counsel to provide Defendant's Counsel with draft of Motion for Final Approval	7 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
Final Approval Hearing	No sooner than 120 days after the Preliminary Approval Order
Final Approval Order	TBD
Settlement Administrator to provide estimated settlement payment distributions to Plaintiff's Counsel and Defendant's Counsel.	14 calendar days after Final Approval Order

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

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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 Parties shall attempt to resolve any disputes related to the Settlement or enforcement of this Settlement Agreement in good faith. To the extent such a dispute cannot be resolved, the Parties agree to mediate the dispute in good faith. To the extent such a dispute remains unresolved, the Parties shall submit the dispute to the Court for determination. The prevailing party shall be entitled to reasonable attorneys' fees, expenses, and costs in relation to the handling, mediation, or the court's consideration of the resolution of such disputes.

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.

Dated: 06 / 03 / 2026



Plaintiff Alexander Floyd, individually and on behalf of the Class

Dated: June 5, 2026

DocuSigned by:

 514AD973FC8E440
 Defendant Quadrant Technologies LLC
 By: RAMBABU PALURI
 Its: Chairman

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Quadrant Technologies Settlement: \\$900K Agreement Wraps Up Lawsuit Over Washington Job Posting Info](#)
