

CLASS SETTLEMENT AGREEMENT

Eric Remington v. Refresco Beverages US Inc.

This Class Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiff Eric Remington (“Plaintiff”), both individually and on behalf of the proposed Settlement Class (as defined below), on the one hand, and Defendant Refresco Beverages US Inc. (“Defendant”), on the other hand, to resolve all matters arising out of or relating to the matter of *Eric Remington v. Refresco Beverages US Inc.*, currently pending in United States District Court for the Western District of Washington as Case Number No. 2:25-cv-01425-RAJ and previously pending in King County Superior Court as Case Number 25-2-19588-1 SEA, in the United States District Court for the Eastern District of Washington as Case No. 4:24-cv-05064-MKD, and in Walla Walla County Superior Court as Case Number 24-2-00344-36 (collectively, the “Action”). Without waiving any rights, the Parties agree to remand the Action to King County Superior Court (the “Court”). This Settlement Agreement is subject to the terms and conditions hereof and the approval of the King County Superior Court (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 a minimum of \$2,794,079.67 (the “Minimum Settlement Fund”) and a maximum of \$4,265,000 (the “Maximum Settlement Fund”) to resolve and release all of the claims alleged or that could have been alleged in the Action as set forth in further detail hereafter, inclusive of all settlement payments; attorneys’ fees, costs, and expenses; service award; and settlement administration costs.

BACKGROUND

1. On July 3, 2025, Plaintiff filed the Class Action Complaint for Discrimination alleging violations of RCW 49.58.110. On July 29, 2025, Defendant removed the Action to the U.S. District Court for the Western District of Washington. The Parties shall jointly seek to remand this Action for the sole purpose of seeking Court approval of the settlement as set forth in further detail in Paragraph 7.

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

Plaintiff and all individuals who, from January 1, 2023, through the date of preliminary approval, applied for a job opening for a position that would be performed in the State of Washington with and posted by Defendant, either directly by Defendant or indirectly through a third party, whether done electronically or by hardcopy, where the job posting did not disclose the wage scale or salary range and/or a general description of benefits for the position.

“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(b), below.

3. The Settlement Class Period is January 1, 2023, through the date of preliminary approval.

4. Defendant represents in good faith that there are 1,706 Settlement Class Members. Defendant agrees that this representation is a material term of this settlement and shall provide a declaration in the form set forth in **Exhibit A** verifying this number of Settlement Class Members. To the extent that the number of Settlement Class Members as of the date of preliminary approval increases by more than 10%, the Maximum Settlement Fund shall increase pro-rata by \$2500 per Settlement Class Member beyond the initial 1,706 Settlement Class Members identified by Defendant.

5. By entering into this Settlement Agreement and the settlement described herein, Defendant does not admit to any wrongdoing or liability as it relates to the claims or related facts asserted in the Complaint, nor shall this Settlement Agreement or the settlement described herein constitute an admission of any liability or the propriety of class certification for litigation purposes. This Settlement Agreement and the settlement described herein reflect the Parties' good faith compromise of the claims alleged in the Action, based upon assessment of the mutual risks and costs of further litigation.

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 the Court within 10 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 the Court.

8. **Minimum Settlement Fund and Maximum Settlement Fund:** As detailed more thoroughly below, Defendant will pay a minimum of \$2,794,079.67 (the "Minimum Settlement Fund") and a maximum of \$4,265,000 (the "Maximum Settlement Fund"), subject to the terms and provisions of this Settlement Agreement, with the specific amount of the payment actually due and owing by Defendant under this Settlement Agreement (the "Settlement Fund") being based on the number of Settlement Class Members who do not exclude themselves from the settlement and who submit a timely and valid Claim Form (hereinafter "Participating Class Members") , as detailed in Paragraph 17.

9. **Settlement Fund and Net Settlement Fund:** The Settlement Fund is the total payment to all Participating Class Members, plus attorneys' fees, costs and expenses, Plaintiff's service award, and Settlement Administrator's costs. "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. Specifically, and as detailed below, the Settlement Fund shall be an amount equal to: (a) the individual settlement payments to the Participating Class Members (the “Net Settlement Fund”), calculated pursuant to Paragraph 18(b); (b) the attorneys’ fees, costs and expenses award, as approved by the Court and as described in Paragraph 10; (c) Plaintiff’s service award, as approved by the Court and as described in Paragraph 11; and (d) Settlement Administrator costs’ award, as approved by the Court and as described in Paragraph 13. The payment of the Settlement Fund by Defendant shall settle and forever resolve all of the claims being released by this Settlement Agreement (i.e., the Released Class Claims defined in Paragraph 19), and it will include: (a) all payments to Participating Class Members; (b) all attorneys’ fees, costs, and expenses; (c) Plaintiff’s service award; and (d) Settlement Administrator’s costs. The individual 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.

10. **Attorneys’ Fees and Costs:** “Plaintiff’s Counsel” refers to Plaintiff’s Counsel in this Action, Emery Reddy, PC and Crosner Legal, PC. Plaintiff’s Counsel may apply to the Court for, and Defendant will not oppose, an award of attorneys’ fees in the amount of \$1,258,175 (approximately 29.5 percent of the Maximum Settlement Fund), plus costs and expenses of \$5,000, to be paid from the Settlement Fund, in connection with their prosecution of this matter, 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 (if any), 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 Settlement Fund. Plaintiff’s Counsel represents that, other than Emery Reddy, PC and Crosner Legal, PC, no individuals or law firms represent Plaintiff or the Settlement Class in connection with this Action or have any right to seek reimbursement of fees, costs, or expenses in connection with this Action. Attorneys’ fees were negotiated only after settlement terms were reached on behalf of the Settlement Class Members. Except as stated herein, all Parties bear their own attorneys’ fee and costs.

11. **Service Award:** Plaintiff’s Counsel may apply to the Court for, and Defendant will not oppose, a service award for Plaintiff in the amount of \$20,000 to be paid from the Settlement Fund, in consideration for serving as Class Representative. The service award is in addition to the settlement payment to which Plaintiff is entitled along with all other Participating Class Members. Plaintiff will receive a Form 1099 for his 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. As a condition for receiving and retaining the service award, Plaintiff shall execute and abide by the Full Release of Claims, which also includes their promise to not apply for future employment with Defendants, whether as an employee, temporary worker, or independent contractor, attached hereto as **Exhibit D**. Plaintiff will not be required to execute Full Release of Claims until the settlement is considered “Final” after the Effective Date defined in Paragraph 24.

12. **Lesser Award:** In the event that a lesser sum is awarded and approved by the Court for the attorneys' fees, costs, and expenses referenced above in Paragraph 10, or for the service award referenced above in Paragraph 11, or the Settlement Administrator's costs referenced below in Paragraph 13, the Court's approval of any such lesser sum(s) shall not be grounds for Plaintiff or Plaintiff's Counsel to terminate the settlement, but such an order shall be appealable by them at Plaintiff's Counsel's cost. In the event that such an appeal is filed, administration of the settlement shall be stayed pending resolution of the appeal. If, after the exhaustion of any appellate review, any additional amounts are available for distribution to the Participating Class Members as a result of such appellate review, the additional amounts shall be added to the payments otherwise due to the Participating Class Members. Any amount not awarded in attorneys' fees, costs, and expenses and/or Plaintiff's service award, which is not challenged via appeal by Plaintiff's Counsel, shall be distributed to the Participating Class Members *pro-rata* in accordance with the terms of the Settlement Agreement.

13. **Settlement Administrator Selection and Costs:** Subject to the Court's approval, the Parties agree 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 the Class List to be provided by Defendant, so that it is updated prior to the Class Notice ("Notice") and Claim Form being sent; emailing, printing and mailing the Court-approved Notice; performing necessary additional skip traces on Notices and/or checks returned as undeliverable; calculating Settlement Class Members' shares of the Settlement Fund; creating and maintaining a settlement website; monitoring the claims process; preparing and mailing of settlement checks; responding to Settlement Class Member inquiries; preparing any appropriate or required tax returns and tax forms in connection with the Settlement Fund and 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 calculation of 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 Settlement Fund and shall not exceed \$40,000. If the Settlement Administrator does not use the entire \$40,000 allocated to it, the residual will be dispersed to Participating Class Members *pro-rata* in accordance with the terms of the Settlement Agreement.

14. **Compilation of Class List:** Within 14 days after the Preliminary Approval Order is entered, Defendant will provide to the Settlement Administrator, subject to a protective order entered by the Court governing confidentiality, disclosure and use of such personal identifying information, the full name, last known address, phone number (if available), and email address (if available) of each Settlement Class Member during the Settlement Class Period (the "Class List"). Contemporaneously therewith, Defendant shall provide Plaintiff's Counsel with a list of the full names of all Settlement Class Members. Defendant shall conduct a reasonable search 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 and Claim Form to the Settlement Class and will notify

Defendant's Counsel and Plaintiff's Counsel of any issues regarding the Class List immediately. Within 7 days of receiving 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 and Notice Procedure:** Within 14 days of its receipt of the Class List, the Settlement Administrator will send the Settlement Class Members, by email (if available), and also by first-class mail, at their last known address or such other address as located by the Settlement Administrator, the Court-approved Notice and Claim Form, proposed drafts of which are attached hereto as **Exhibits B and C**. The Notice will advise each Settlement Class Member of their estimated payment amount and their right to submit a Claim Form, request exclusion, or object to the settlement, among other information. Settlement Class Members shall have 60 days from the date of mailing to submit a Claim Form and/or object, or, request exclusion.

- 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 submission 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 the Defendant. In order to avoid initial tax withholdings, Settlement Class Members may also submit an IRS Form W-9. Any Participating Class Member who does not submit an IRS Form W-9 may be subject to initial tax withholdings prior to issuance of their individual settlement payment.
- 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 they wish to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *Eric Remington v. Refresco Beverages US Inc.*"; and (iv) the Settlement Class Member's (or their 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 to the settlement must submit the objection in writing to the Court and the Parties' Counsel, postmarked no later than 60 days from the date of mailing of the Notice. 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 they object to the settlement; (iv) the name and address of their attorney, if they have retained one; (v) a statement confirming whether the Settlement Class Member and/or their attorney intend to personally appear at the Final Approval Hearing; and (vi) the Settlement Class Member's (or their attorney's) signature and date signed. If a Settlement Class Member wishes to object to the settlement, they must not request exclusion. Notwithstanding the

above, a Settlement Class Member wishes to object to the settlement may still become a Participating Class Member by submitting a claim form pursuant to Paragraph 17(a).

- d. Any Notices and Claim Forms returned as 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 or Claim Form 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 and Claim Form to submit a Claim Form, request exclusion, or object to the settlement.
- e. After the Notices and Claim Forms are mailed, the Settlement Administrator will provide weekly updates on the status of claims, requests for exclusion, and objections. Within 14 days after the expiration of the deadline for a Settlement Class Member to submit a Claim Form, request exclusion or object to the settlement, the Settlement Administrator provide a final weekly report on the status of claims, requests for exclusion, and objections.
- f. If the number of Settlement Class Members who do not exclude themselves from the settlement and who submit a Claim Form is less than or equal to 50 percent (i.e. equal or less than 853 individuals) as of 30 days after the initial mailing date, the Settlement Administrator will send a reminder notice to each individual who has not submitted a claim or requested exclusion. Plaintiff's Counsel in their sole discretion may authorize additional reminders if the number of Settlement Class Members who have submitted a Claim Form is less than 25 percent (i.e. less than 427 individuals).
- g. **Effect of Taking No Action:** Except for those Settlement Class Members who exclude themselves in compliance with Paragraph 15(b), all Settlement Class Members will be deemed members of the Settlement Class in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement, and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. Except to the extent a Settlement Class Member presents a timely objection to this settlement pursuant to the procedures set out above, all remaining Settlement Class Members waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.
- h. No later than 5 business days before Plaintiff's Counsel is to provide a draft of the Final Approval Motion to Defendant's Counsel, the Settlement Administrator will provide to Plaintiff's Counsel and Defendant's Counsel: (1) a report identifying Participating Class Members (by first and last name), requests for exclusion (by first and last name), and objections (identifying the objecting Settlement Class Members by first and last name and providing copies of the objections); and (2) a

draft declaration regarding the mailing, tracking, and processing of the Notices and Claim Forms.

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 raised by an alleged, proposed member of the Settlement Class about their omission from the Class List must be submitted to the Settlement Administrator and/or Plaintiff's Counsel by the alleged, proposed member of the Settlement Class within 60 days of the mailing of the Notice. To the extent it is reasonably accessible and available, Defendant will provide the Settlement Administrator and Plaintiff's Counsel information and/or documentation demonstrating why the alleged, proposed member of the Settlement Class was not properly a member of the Settlement Class. Unless the proposed Settlement Class Member can establish that they 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 alleged, proposed member of the Settlement Class, and shall be the final arbiter of disputes relating to an alleged, proposed member of the Settlement Class's omission from the Class List. The Settlement Administrator's determination regarding any such dispute shall be final for the purpose of administering the settlement, subject to final review, determination, and approval by the Court.

18. **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 to receive his share of Net Settlement Fund.
- b. All Participating Class Members will be eligible to receive an equal share of the Net Settlement Fund, which is to be allocated equally amongst the Participating Class Members. The amount of the Net Settlement Fund shall be based on the number of Participating Class Members. If the number of Participating Class Members is less than or equal to approximately 50 percent of the total Settlement Class (i.e., 853 Settlement Class Members), Defendant shall pay the amount of the Minimum Settlement Fund set forth above (i.e., \$2,794,079.67). For every Participating Class Member above approximately 50 percent of the total Settlement Class (i.e., every Participating Class Member beyond the initial 853 Settlement Class Members referenced above), the value of the Net Settlement Fund shall increase by \$1,724.39 subject to the total value of the settlement reaching the amount of the Maximum Settlement Fund (i.e., \$4,265,000). For example, if there were 900 Participating Class Members, and assuming the Court approves the attorneys' fees and costs, Plaintiff's service award, and Settlement Administrator costs listed in Paragraphs 10-11 and 13 above, the formula to calculate each

Participating Class Member's payment would be: $(\$2,794,079.67^1 + \$81,046.33^2 - \$1,258,175^3 - \$5,000^4 - \$20,000^5 - \$40,000^6) / 900 = \$1,724.39$. Thus, under this example, each Participating Class Member would receive a settlement payment of \$1,724.39. Under this same example, the Settlement Fund (i.e., the total amount due and owing from Defendant under this Settlement Agreement) would equal \$2,875,126.

- 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 their settlement payment.
- d. Plaintiff, Defendant, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Participating 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. Participating 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 (other than Plaintiff) who does not submit a timely, valid request for exclusion in accordance with the procedures set forth in Paragraph 15(b) will be deemed for all purposes to have released, waived, and forever discharged: (i) Defendant and each of its respective 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), investors, owners, joint ventures, joint employers, alter-egos, divisions, insurers, insurance policies, and 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, (iii) any individuals or entities that assisted Defendant or any of the other individuals and entities described in subsections (i) and (ii), with creating, publishing, processing, or hosting any of the job postings used or maintained by Defendant during the Settlement Class Period, and (iv) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (collectively, the "Released Parties") of and from any and all claims that arose during the Settlement Class Period that were or could have been asserted against the Released Parties by Plaintiff and members of the Settlement Class based on the claims asserted in the Complaint or claims that could have been asserted based on the facts alleged in the Complaint (the "Released Class Claims"). The Released Class Claims will include, but not be limited to, any claims based on the Released Parties' alleged failure to comply with the job posting/pay transparency requirements of

¹ This figure represents the Minimum Settlement Fund.

² This figure represents the additional monies due from Defendant to cover the 47 additional Participating Class Members beyond the initial 853 Participating Class Members covered by the Minimum Settlement Fund.

³ This figure represents the attorneys' fees.

⁴ This figure represents the costs and expenses.

⁵ This figure represents the class representative award.

⁶ This figure represents the settlement administration expenses award.

the Washington Equal Pay and Opportunities Act, including, but not limited to, any alleged liabilities arising out of or relating to a failure to include the wage scale or salary range and/or a general description of all of the benefits and other compensation to be offered to a hired applicant or employee in any job postings posted by Defendant, either directly by Defendant or indirectly through a third party, whether done electronically or by hardcopy. The Released Class Claims also specifically include, but are not limited to, any claims arising out of or relating to a violation of RCW 49.58.110, and any attendant claims for relief under RCW 49.58.070, interest, liquidated damages, exemplary damages, actual damages, statutory damages, minimum statutory damages, and attorneys' fees and costs relating to any of the foregoing. For avoidance of doubt, Plaintiff's additional release is set out in Paragraph 11, 20, and Exhibit D.

20. Additional Release by Plaintiff: In addition to the Release set forth in Paragraph 19, Plaintiff Eric Remington, for himself alone, releases Defendant and Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, contingent or accrued, known or unknown, of any kind or nature, including without limitation arising out of or related to their employment with Defendant and/or the termination thereof (if any has occurred), which do or may exist as of the date of the execution of this Settlement Agreement. Plaintiff's Full Release of Claims is attached hereto as Exhibit D.

21. Court Approval: Except as otherwise provided above, the 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 provided above, this paragraph does not apply to the failure of the Court to approve the attorneys' fees and costs in Paragraph 10, the service award in Paragraph 11, or Settlement Administrator's costs in Paragraph 13. 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 any Settlement Class shall thereafter be de-certified; 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.

22. Preliminary Approval Order: Upon successful remand of the Action, the Parties shall promptly seek the Court's approval of this settlement. As soon as practicable after the 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: (a) preliminarily approve the settlement subject to the final review and approval by the Court; (b) conditionally certifies for settlement purposes the Settlement Class and appoint 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 preliminarily approve payment of the Settlement Administrator's 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; (f) approves, as to form and content, the proposed Notice and Claim Form; (g) direct the emailing and mailing of the Notice and Claim Form to the Settlement Class Members; (h) direct any reminders sent to Settlement

Class Members in accordance with Paragraph 15(d), above; and (i) schedule a final approval hearing to determine whether the settlement, including the payment of attorneys' fees, costs, and expenses 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. No 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 their review and comments. Defendant's Counsel shall promptly provide Plaintiff's Counsel a redlined draft with any proposed changes, which Plaintiff's Counsel shall consider in good faith.

23. **Final Approval Order:** 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 ("Final Approval Order"): (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 Released Class Claims; and (f) dismissing the Action on the merits and with prejudice. No later than 10 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 their review and comments. Defendant's Counsel shall promptly provide Plaintiff's Counsel a redlined draft with any proposed changes, which Plaintiff's Counsel shall consider in good faith.

24. **Right of Revocation.** Defendant has the option to void the Settlement Agreement if: (a) more than 10 percent of the Settlement Class Members exclude themselves from the settlement; and/or (b) less than 10 percent of the Settlement Class Members submit a Claim Form and become Participating Class Members. Defendant shall exercise this right within ten business days after receiving the final weekly 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.

25. **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 the first business day upon the passage of the applicable 30-day period for an objector to seek appellate review of the Court's Final Approval Order, without a timely appeal having been filed; or, (c) in the event that a timely appeal of the Court's Final Approval Order has been filed, then the Settlement Agreement shall be Final when the applicable appellate courts have rendered a final decision or opinion affirming the Court's final approval without material modification, and a mandate has been entered (i.e., 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), such that the Final Approval Order is not subject to further adjudication, appeal, or review. 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 Participating Class Members, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator; (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.

26. **Funding of Settlement:** No later than 14 days after entry of the Final Approval Order, the Settlement Administrator shall provide Plaintiff's Counsel and Defendant's Counsel with the estimated settlement disbursement calculations. Within 30 days of the Effective Date ("Funding Date"), Defendant shall transfer the amount of the Settlement Fund to the Qualified Settlement Fund, an account specifically created by the Settlement Administrator for the administration of this settlement. Within 14 days of the Funding Date, 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 Class Members; (b) Plaintiff's Counsel's attorneys' fees and costs; (c) Plaintiff's service award (conditioned on Plaintiff's execution of their Full Release of Claims attached as Exhibit D); and (d) the Settlement Administrator's costs. Participating Class Members will have 180 days from the date of issuance to cash their settlement checks.

27. **Unclaimed Funds:** "Unclaimed Funds" are funds associated with Participating Class Members' payments that remain uncashed/unclaimed after 180 days of issuance ("Cashing Period"). 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 ("Uncashed Funds") will be sent by the Settlement Administrator 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 on the part of the Parties and/or by order of the Court, the following schedule provides an outline of the deadlines required under this Settlement Agreement:

EVENT	DATE
Parties to file Stipulated Motion to Remand the Action	5 calendar days after execution of the Settlement Agreement
Plaintiff's Counsel to provide draft of Motion for Preliminary Approval of Settlement to Defendant's Counsel	21 calendar days after execution of the Settlement Agreement

Plaintiff's Counsel to File Motion for Preliminary Approval of Settlement	28 calendar days after execution of the Settlement Agreement
Preliminary Approval Order	TBD
Defendant's Counsel to Provide Settlement Administrator and Plaintiff's Counsel with Class List	14 calendar days after Preliminary Approval Order
Settlement Administrator and Defendant's Counsel to resolve any issues with Class List	7 calendar days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Start of Notice Period, Settlement Administrator to email and mail Notices to Settlement Class Members	14 calendar days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Settlement Administrator to send reminder notice to Settlement Class Members pursuant to Paragraph 15(f)	30 calendar days after Start of Notice Period
End of Notice Period, deadline for Settlement Class Members to submit a Claim Form, request exclusion, or object to the settlement	60 calendar days after start of the Notice Period
Settlement Administrator to provide to Plaintiff's Counsel and Defendant's Counsel: (1) final report identifying Participating Class Members, exclusions, and objections; and (2) draft declaration regarding Notice	5 business days before Motion for Final Approval draft due to Defendant's Counsel
Plaintiff's Counsel to provide Defendant's Counsel with draft of Motion for Final Approval	10 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
Final Approval Hearing	No sooner than 120 calendar days after the Preliminary Approval Order
Final Approval Order	TBD
Settlement Administrator to provide estimated settlement payment	14 calendar days after Final Approval Order

distributions to Plaintiff's Counsel and Defendant's Counsel.	
Effective Date	31 calendar days after Final Approval Order
Funding Date	30 calendar days after the Effective Date
Mailing of settlement checks, payment of attorneys' fees, costs, and expenses, service award, and settlement administration costs	14 calendar days after the Funding Date
If applicable, Residual Funds to be disbursed.	14 calendar days after mailing of settlement checks
Deadline for Participating Class Members to cash settlement checks	180 calendar days after mailing of settlement checks
Unclaimed Funds shall be sent by the Settlement Administrator to the Legal Foundation of Washington.	181 calendar days after mailing of settlement checks

29. **Parties' Authority:** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties 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, and consistent with the terms hereof, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and their counsel, take all necessary steps to secure the Court's preliminary approval of this Settlement Agreement.

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

32. **Construction:** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between their respective 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, 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.

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 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: 05 / 07 / 2026

Eric Remington

Plaintiff Eric Remington, individually and on behalf of the
Proposed Settlement Class

Dated: 5/15/2026

Shane Perkey

Defendant

By: Shane Perkey

Its: CFO North America

Approved as to legal form
[Signature]
Refresco Legal Dept.

EXHIBIT A

DEFENDANT'S DECLARATION REGARDING CLASS

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

ERIC REMINGTON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

REFRESCO BEVERAGES US INC., a
foreign profit corporation; and DOES 1-20, as
yet unknown Washington entities,

Defendants.

No. ____

**DECLARATION OF [REDACTED]
REGARDING SETTLEMENT CLASS**

I, [REDACTED], certify and declare under the penalty of perjury of the laws of the State of Washington that the foregoing is true and correct and based upon personal knowledge to the best of my ability:

1. I am over the age of 18 and competent to testify to the matters herein.
2. I am currently employed as [REDACTED] for Refresco Beverages US Inc. ("Defendant"). I have held this position since [REDACTED].
3. In my role as [REDACTED], I am familiar with, have access to, and have reviewed in anticipation of executing this declaration, Defendant's job postings, applicants, and employee records.
4. I also have personal knowledge of the procedures by which Defendant manages information regarding job postings and applications.
5. The proposed Settlement Class definition is:

Plaintiff and all individuals who, from January 1, 2023, through the date of preliminary approval, applied for a job opening for a position that would be performed in the State of Washington with and posted by Defendant, either directly by Defendant or indirectly through a third party, whether done electronically or by hardcopy, where the job posting did not disclose the wage scale or salary range and/or a general description of benefits for the position.

6. From January 1, 2023, to the date this declaration is executed, [REDACTED] individuals applied for a job opening for a position that would be performed in the State of Washington with and posted by Defendant, either directly by Defendant or indirectly through a third party, whether done electronically or by hardcopy, where the job posting did not disclose the wage scale or salary range and/or a general description of benefits for the position.

7. Defendant does not publish, directly or through third-parties, job postings for Washington-based positions other than those referenced in the above paragraph.

Executed on _____, 2025, in _____.

By:

Name

EXHIBIT B

CLASS NOTICE

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

NOTICE OF CLASS ACTION SETTLEMENT

You may be eligible for an estimated payment of \$__ from a class action settlement relating to your application for employment with Refresco Beverages US Inc. *King County* Superior Court authorized this Notice. You are not being sued. This is not a solicitation from an attorney.

- Eric Remington (“Plaintiff” or “Class Representative”), filed a lawsuit against Refresco Beverages US Inc. (“Defendant,”) (together, “Parties”) on behalf of himself and a class of similarly situated applicants. The lawsuit, *Eric Remington v. Refresco Beverages US Inc.*, is currently pending in King County Superior Court as Case Number 25-2-19588-1 SEA (the “Lawsuit”).
- Plaintiff claimed in the lawsuit that Defendant’s Washington job postings did not disclose wage and benefits information as required by the pay transparency provision of the Washington Equal Pay and Opportunities Act, RCW 49.58.110. Defendant disputes Plaintiff’s claims and contends it has not violated any law and Plaintiff’s claims are without merit. The Court has not made any determinations.
- The Parties to the Lawsuit have reached a proposed Class Action Settlement which includes a payment by Defendant of \$2,794,079.67 to \$4,265,000, depending on how many Class Members submit a claim. On <<preliminary approval date>>, the Court issued an order preliminarily approving the settlement and authorizing the Settlement Administrator, Simpluris, Inc. (“Settlement Administrator”), to issue this Notice and Claim Form.
- You are receiving this Notice because Defendant’s records indicate you are eligible to participate in the Class Action Settlement as a member of the Settlement Class. “Settlement Class Members” include “All individuals who, from January 1, 2023, through the date of preliminary approval, applied for a job opening for a position that would be performed in the State of Washington with and posted by Defendant, either directly by Defendant or indirectly through a third party, whether done electronically or by hardcopy, where the job posting did not disclose the wage scale or salary range and/or a general description of benefits for the position.”
- The Court still has to decide whether to approve the settlement. No settlement benefits or payments will be provided unless the Court approves the settlement, and it becomes final.
- Please read this Notice carefully. Your legal rights are affected regardless of whether you act or do not act. For complete details, please see the Settlement Agreement, the terms of which control, available at www.<<SettlementWebsite>>.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you are eligible to receive a payment from this settlement. The deadline to submit a Claim Form is <<Claims Deadline>>. You may submit your claim online by visiting <a href="http://www.<<settlementwebsite>>.com">www.<<settlementwebsite>>.com and using the following information: Unique ID: xxxxxxxx PIN: xxxxxx You may also send your Claim Form to the Settlement Administrator by mail or email.

EXCLUDE YOURSELF FROM THE SETTLEMENT	If you request to be excluded, you will no longer be in the Settlement Class and will not receive a settlement payment. This is the only option that allows you to keep any right to sue Defendant about the same legal claims in this Lawsuit. The deadline to request exclusion from the settlement is << Opt-Out Deadline >>.
OBJECT TO THE SETTLEMENT	You may write to the Court explaining why you do not agree with the settlement. You must not exclude yourself from the settlement if you wish to object. The deadline to object is << Objection Deadline >>.
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on [REDACTED] at [REDACTED] A.M./P.M.
DO NOTHING	If you do nothing, you will remain in the Settlement Class, but you will forfeit the opportunity to receive an individual payment and give up any right to sue Defendant, and certain parties related to Defendant, about the claims that have been or could have been asserted based on the facts alleged in this Lawsuit.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment as part of the settlement. This Notice explains the Lawsuit, the Class Action Settlement Agreement (“Settlement Agreement”), and your legal rights.

Judge Sandra E. Widlan of King County Superior Court is overseeing this Lawsuit. Eric Remington is the Plaintiff or Class Representative. The company he sued, Refresco Beverages US Inc., is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

3. What is this Lawsuit about?

Plaintiff claims that Defendant violated the pay transparency provision of the Washington Equal Pay and Opportunities Act, RCW 49.58.110, by allegedly failing to disclose wage and benefits information in job postings for open Washington positions.

Defendant denies that it is or can be held liable for the claims made in the Lawsuit. More information about the Lawsuit can be found in the “Important Documents” section of the Settlement Website at www.<<SettlementWebsite>>.com.

4. Why is there a settlement?

The Court has not decided whether Plaintiff or Defendant should win this case. Instead, the Parties agreed to this settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. Plaintiff and Class Counsel (attorneys for the Settlement Class Members) agree the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of wrongdoing by Defendant.

5. How do I know if I am in the Settlement Class?

Defendant's records show you are part of the Settlement Class because you applied for a job opening for a position that would be performed in the State of Washington with and posted by Defendant, either directly by Defendant or indirectly through a third party, whether done electronically or by hardcopy between January 1, 2023 and [Date of Preliminary Approval] (the "Settlement Class Period") where the job posting did not disclose the wage scale or salary range and/or a general description of benefits for the position.

If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX, emailing <<Settlement Administrator Email>>, or by visiting the Settlement Website at www.<<SettlementWebsite>>.com.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

All Settlement Class Members who submit a timely, valid Claim Form are eligible to receive an equal share of the Class Fund. Your estimated payment amount is on the Claim Form you received with this Notice.

Settlement payments will be characterized as non-wage damages (1099).

7. How do I receive a payment?

To qualify for a settlement payment, you must complete the enclosed Claim Form and submit it by email or mail, **postmarked on or before <<Claims Deadline>>**, to the Settlement Administrator:

<<Settlement Administrator Name>>
<<Settlement Administrator Address>>
<<Settlement Administrator email>>
<<Settlement Administrator Phone>>

You can also complete your claim form online at www.<<SettlementWebsite>>.com by using Unique ID: xxxxx, PIN: xxxxx.

Claims will be subject to a verification process, and the Settlement Administrator may request additional information. **All Claim Forms must be submitted or postmarked on or before <<Claims Deadline>>**.

To ensure you receive your payment, you must contact the Settlement Administrator if your address or phone number changes at any time.

8. When will I get my payment?

The Final Approval Hearing (the hearing to consider the fairness of the settlement) is scheduled for [REDACTED] at [REDACTED] A.M./P.M. If the Court approves the settlement, eligible Settlement Class Members who submitted a timely, valid Claim Form will be mailed a check after all appeals and other reviews, if any, are completed. Please be patient. All checks will expire and become void 180 days after the date of issuance.

9. Will Defendant retaliate against me if I participate in the settlement?

No. Defendant supports the settlement and will not retaliate in any way against any Settlement Class Member for participating in the settlement. Your decision to participate, not participate, or object to the settlement will not affect any application for employment with Defendant or Defendant's treatment of you as a current or former employee.

THE ATTORNEYS REPRESENTING YOU

10. Do I have an attorney in this case?

Yes, the Court appointed Timothy W. Emery, Patrick B. Reddy, and Paul Cipriani of Emery Reddy, PC and Jamie K. Serb and Zachary M. Crosner of Crosner Legal, PC as Class Counsel to represent the Settlement Class. Their contact information is:

Emery Reddy, PC
600 Stewart Street, Suite 1100
Seattle, Washington 98101
Phone: (206) 442-9106

Crosner Legal, PC
92 Lenora Street, Suite 179
Seattle, Washington 98121
Phone: (866) 276-7637

Should I get my own attorney? You don't need to hire your own attorney because Class Counsel are working on your behalf. These attorneys and their firm are experienced in handling similar cases. You will not be charged for these attorneys. You can ask your own attorney to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

11. How will Class Counsel and the Class Representative be paid?

Class Counsel will ask the Court to approve, and Defendant agrees not to oppose, an award of attorneys' fees in the amount of \$1,258,175, plus costs and expenses of \$5,000, plus \$40,000 in settlement administrator costs, to be paid from the Settlement Fund. Class Counsel will also request a service award for Plaintiff in the amount of \$20,000, to be paid from the Settlement Fund. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to Plaintiff. The Court may award less than the amounts requested. Whether the settlement will be finally approved does not depend on whether or how much the Court awards in attorneys' fees, costs, and expenses or service award.

YOUR RIGHTS AND OPTIONS

12. What claims do I give up by participating in this settlement?

If the Court approves the settlement, the Court will enter a final judgment dismissing the Lawsuit “with prejudice.” This means that the claims in the Lawsuit will be permanently dismissed. Specifically, Defendant will be “released” from claims as described in Paragraph 19 of the Settlement Agreement, which states:

Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member (other than Plaintiff) who does not submit a timely, valid request for exclusion in accordance with the procedures set forth in Paragraph 15(b) will be deemed for all purposes to have released, waived, and forever discharged: (i) Defendant and each of its respective 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), investors, owners, joint ventures, joint employers, alter-egos, divisions, insurers, insurance policies, and 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, (iii) any individuals or entities that assisted Defendant or any of the other individuals and entities described in subsections (i) and (ii), with creating, publishing, processing, or hosting any of the job postings used or maintained by Defendant during the Settlement Class Period, and (iv) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (collectively, the “Released Parties”) of and from any and all claims that arose during the Settlement Class Period that were or could have been asserted against the Released Parties by Plaintiff and members of the Settlement Class based on the claims asserted in the Complaint or claims that could have been asserted based on the facts alleged in the Complaint (the “Released Class Claims”). The Released Class Claims will include, but not be limited to, any claims based on the Released Parties’ alleged failure to comply with the job posting/pay transparency requirements of the Washington Equal Pay and Opportunities Act, including, but not limited to, any alleged liabilities arising out of or relating to a failure to include the wage scale or salary range and/or a general description of all of the benefits and other compensation to be offered to a hired applicant or employee in any job postings posted by Defendant, either directly by Defendant or indirectly through a third party, whether done electronically or by hardcopy. The Released Class Claims also specifically include, but are not limited to, any claims arising out of or relating to a violation of RCW 49.58.110, and any attendant claims for relief under RCW 49.58.070, interest, liquidated damages, exemplary damages, actual damages, statutory damages, minimum statutory damages, and attorneys’ fees and costs relating to any of the foregoing.

By being part of the settlement, Settlement Class Members agree that they cannot sue or seek recovery against Defendant or other Released Parties as described in the Settlement Agreement for any released claims. Participating in the settlement does not, however, waive claims outside the release.

Any potential Settlement Class Member who does not request exclusion by the applicable deadline will be a Settlement Class Member and will be considered to have accepted the above release and to have waived any and all of the released claims against the Released Parties. Any potential Settlement Class Member who requests exclusion by the applicable deadline is not a Settlement Class Member, will not be subject to the release, and will not receive any payment.

13. What happens if I do nothing?

If you do nothing, you will receive no payment under the settlement. You will still be in the Settlement Class, and, if the Court approves the settlement, you will be bound by all orders and judgments of the Court, the Settlement Agreement, and its included release. You will be deemed to have participated in the settlement and will be subject to the provisions of Paragraph 12. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in this settlement.

14. What happens if I request to be excluded?

If you submit a timely, valid request for exclusion from the settlement, you will receive no benefits or payment under the settlement. However, you will not be in the Settlement Class, will not release claims against Defendant, and will not be legally bound by the Court's judgments in this Lawsuit.

15. How do I request to be excluded?

To request to be excluded from the settlement, you must send a letter, postmarked no later than <<Opt-Out Deadline>>, to the Settlement Administrator at the following address:

<<Settlement Administrator Name>>
<<Settlement Administrator Address>>

To be considered valid, a request for exclusion **must** include: (i) your full name; (ii) your address; (iii) a statement that you wish to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *Eric Remington v. Refresco Beverages US Inc.*, Case No. 25-2-19588-1 SEA."); and (iv) your (or your attorney's) signature and date signed.

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the settlement must submit his or her own request for exclusion. Group requests for exclusion are not permitted.

16. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this settlement even if you do not submit a Claim Form.

17. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

18. How do I object to the settlement?

If you do not exclude yourself from the Settlement Class, you can object to the settlement if you disagree with any part of it. You can give reasons why you think the Court should deny approval of the settlement by filing an objection. To object, you must file written notice with the Court stating that you object to the settlement in *Eric Remington v. Refresco Beverages US Inc.*, Case No. 25-2-19588-1 SEA, no later than **<<Objection Deadline>>**. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to King County Superior Court at the following address:

King County Superior Court
516 Third Avenue, Room E-609
Seattle, WA 98104

If you are represented by an attorney, the attorney may file your objection through the Court's e-filing system.

To be valid, your objection must be in writing and include: (i) your full name, address, telephone number, and e-mail address; (ii) the case name and number; (iii) the reasons why you object to the settlement; (iv) the name and address of your attorney, if you have retained one; (v) a statement confirming whether you and/or your 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 you (directly or through an attorney) have 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 your 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) your (or your attorney's) signature and date signed.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendant's Counsel at the addresses listed below, postmarked no later than **<<Objection Deadline>>**:

Class Counsel	Defendant's Counsel
Timothy W. Emery Patrick B. Reddy Paul Cipriani Emery Reddy, PC 600 Stewart Street Suite 1100 Seattle, WA 98101 Jamie J. Serb Zachary M. Crosner Crosner Legal, PC 92 Lenora Street, Suite 179 Seattle, Washington 98121 Phone: (866) 276-7637	David L. Cheng Jason Shon FordHarrison LLP 350 S. Grand Ave., Suite 2300 Los Angeles, CA 90071 Phone: (213) 237-2400

19. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the Final Approval Hearing on [REDACTED] at [REDACTED] A.M./P.M. in King County Superior Court, [REDACTED] Courthouse, 516 Third Avenue, Room [REDACTED], Seattle, WA [REDACTED].

The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Plaintiff's service award.

Note: The date and time of the Final Approval Hearing are subject to change by court order. Any changes will be posted at the Settlement Website, www.<<SettlementWebsite>>.com, or through the Court's publicly available docket. You should check the Settlement Website or the Court's docket to confirm the date and time have not been changed.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you file an objection, you don't have to come to the hearing to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the settlement, the Court will consider it. You may also hire an attorney to attend on your behalf at your own expense, but you don't have to.

22. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

GETTING MORE INFORMATION

23. Where can I get additional information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at www.<<SettlementWebsite>>.com.

You may contact the Settlement Administrator by phone, email, or in writing at:

<<Settlement Administrator Name>>
<<Settlement Administrator Address>>
<<Settlement Administrator Phone>>
<<Settlement Administrator Email>>

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT C

CLAIM FORM

<ClaimID>
<FirstName> <LastName>
<Address1>
<Address2>
<City> <State> <Zip>

CLAIM FORM

If you wish to receive a settlement payment as part of the class action settlement in *Eric Remington v. Refresco Beverages US Inc.*, King County Superior Court Case 25-2-19588-1 SEA, you must provide the information requested below. Please type or print clearly in blue or black ink.

This Claim Form must be submitted via email or mail and postmarked no later than **<<Claims Deadline>>** to:

<<Settlement Administrator>>
<<Settlement Administrator Address>>
<<Settlement Administrator Address>>
<<Settlement Administrator Email>>

You may also submit your claim online by visiting www.<<SettlementWebsite>>.com and using your Unique ID: XXXX and PIN: XXXXX.

The Notice you received with this Claim Form describes your legal rights and options. Additional information is available on the website referenced above. You may also contact the Settlement Administrator by email, or by calling (toll-free) xxx-xxx-xxxx. If your address or contact information changes, you must update the Settlement Administrator as soon as possible to ensure you receive your payment.

1. Estimated Settlement Payment

Your estimated settlement payment is \$. This amount is characterized by non-wage damages and interest (1099)

2. Settlement Class Member Information

I declare under penalty of perjury under the laws of the State of Washington that the information supplied in this Claim Form is true and correct to the best of my knowledge, and that this Claim Form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

Signature		Date Signed	
Address	City	State	Zip
Phone Number		Email Address	

EXHIBIT D

PLAINTIFF'S RELEASE

FULL RELEASE OF CLAIMS

I, Eric Remington, in exchange for, and as a condition for receiving and retaining the service award approved by a court and arising out of or relating to the matter of *Eric Remington v. Refresco Beverages US Inc.*, currently pending in United States District Court as Case Number No. 2:25-cv-01425-RAJ and previously pending in King County Superior Court as Case Number 25-2-19588-1 SEA (the “Action”), hereby agree to this Full Release of Claims on my behalf on behalf of my spouse or registered domestic partner (if any), heirs, executors, administrators, successors, and assigns as follows:

1. Release of All Claims. To the maximum extent permitted by law, I hereby knowingly and voluntarily release, waive, and forever discharge Refresco Beverages US Inc. (hereinafter “Refresco” or “Defendant”) and the respective parents, subsidiaries, affiliates, investors, owners, officers, joint ventures, joint employers, alter-egos, divisions, insurers, insurance policies, representatives, agents, or any of the other individuals and entities responsible for creating, publishing, processing, assisting, or hosting any of the job postings used or maintained by Refresco during the Settlement Class Period (as defined in the Class Settlement Agreement) (collectively referred to as “Releasees”), of and from any and all claims, known and unknown, asserted or unasserted, which I have or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of or claims arising out of or relating to:

- Title VII of the Civil Rights Act of 1964;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Fair Credit Reporting Act;
- The Equal Pay Act;
- The Washington Fair Credit Reporting Act, Chapter 19.182 RCW;
- The Washington Consumer Protection Act, Chapter 19.86 RCW;
- The Washington Law Against Discrimination, Chapter 49.60 RCW;
- The Washington Equal Pay and Opportunities Act, Chapter 49.58 RCW;
- Any provision of Title 49 of the Revised Code of Washington;
- Any provision of Title 296 of the Washington Administrative Code;
- Any federal, state, or local law, rule, regulation, or ordinance;
- Any contract or promise, express or implied;
- Any public policy, tort, or common law; and
- Any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in the above-described matters.

2. Claims Not Released. Notwithstanding the foregoing, I understand that this Full Release of Claims does not waive any rights I may have to pursue claims which by law cannot be waived by signing this Full Release of Claims.

3. Governmental Agencies. Nothing in this Full Release of Claims prohibits, prevents, or otherwise limits me from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., EEOC, NLRB, SEC), nor does anything in this Full Release of Claims preclude, prohibit or otherwise limit, in any way, my right and ability to contact, communicate with or report unlawful conduct to any federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, I agree that if such an administrative charge or complaint is made, I shall not be entitled to recover any individual monetary relief or other individual remedies.

4. Medicare Status and Satisfaction of Any Medicare Reimbursement Obligation. Plaintiff attests that the claims made and released in this Agreement are not related to any illness or injury for which Plaintiff would apply or receive Medicare benefits. Plaintiff understands that they are required by law to disclose this information to the Defendant in connection with this Agreement. Plaintiff understands that failure to do so may result in penalties being assessed against Plaintiff, the parties, and attorneys. Plaintiff and Plaintiff's attorneys declare and warrant that they are aware of the requirements of the Medicare Secondary Payer Act ("MSP"). Plaintiff understands that Medicare has an interest in recovering any benefits paid when it is used as a source of secondary payment. Plaintiff and Plaintiff's attorneys therefore agree to release, hold harmless, and indemnify Released Parties, from any remedies, reprisals, or penalties that result from Plaintiff's failure to disclose or release Plaintiff's status as a Medicare beneficiary. If any of the above information provided by Plaintiff is false or incorrect, Plaintiff shall be solely liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. Plaintiff acknowledges that Medicare may require Plaintiff to exhaust the entire settlement proceeds on Medicare covered expenses should Plaintiff become Medicare eligible within thirty (30) months. Plaintiff waives any claims for damages, including a private cause of action provided in the MSP, 42 U.S.C. § 1395y(b)(3)(A), should Medicare deny coverage for any reason, including the failure to establish a set aside allocation to protect Medicare's interest.

5. I further agree that I shall not apply for future employment with Refresco or any of the Releasees. I understand that if I unknowingly apply to Refresco or any of the Releasees, my application will be withdrawn and/or I will resign from my position. I further understand that if I am unknowingly assigned to Refresco or any of the Releasees as a temporary worker or independent contractor by a third party, that I will request re-assignment and/or will resign from my position.

6. Plaintiff agrees that Plaintiff will not encourage or incite other individuals to disparage Defendant or Releasees or to assert any claim, complaint, or legal proceeding against Defendant or Releasees and will not render assistance to any person bringing a claim against Defendant or Releasees.

AGREED, UNDERSTOOD, AND VOLUNTARILY EXECUTED AS OF THE DATE BELOW.

Dated: 05 / 07 / 2026

Eric Remington

Plaintiff Eric Remington

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Up To \\$4.26M Refresco Beverages Settlement Ends Lawsuit Over Job Posting Info](#)
