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POLICY LIMITS CLASS SETTLEMENT AGREEMENT

***Milito v. Scribd, Inc.*, Case No. 25-2-21706-0 SEA**
King County Superior Court

This Class Settlement Agreement ("Settlement Agreement") is made and entered into by and between Plaintiff John Milito ("Plaintiff"), both individually and on behalf of the proposed Settlement Class (defined below), on the one hand, and Defendant Scribd, Inc. ("Defendant"), on the other hand, to resolve all matters arising out of or relating to the matter of *Milito v. Scribd, Inc.,* currently pending in King County Superior Court as Case No. 25-2-21706-0 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, Republic Vanguard Insurance Company ("Insurance Company"), will pay $3,000,000.00 (the "Common Fund") on behalf of Defendant Scribd, Inc., 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 July 25, 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 October 9, 2025.

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 in the State of Washington with Scribd, Inc., 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 accordance with the procedures outlined in Paragraph 15(a).

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

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4. Defendant represents that there are 9,330 Settlement Class Members. As a condition of settlement, within 7 days after execution of this Settlement Agreement, Defendant shall provide a declaration verifying this representation of the class size.

5. Defendant and its Insurance Company deny 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 or Insurance Company of any liability on any claims for damages or other relief. Any stipulation or admission by Defendant and Insurance Company 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. **Common Fund**: Insurance Company will pay $3,000,000.00 (the "Common 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 Settlement Class Members; (b) all costs of settlement administration; (c) all attorneys' fees, costs, and expenses; and (d) a service award to Plaintiff. The settlement payments are not being made for any other purpose and will not be construed as "compensation" for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendant. In addition, no individual receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

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

9. **Representation of Policy Limits:** This common fund settlement is based upon Defendant's EPLI policy limits. The Parties agree that the Common Fund has been discounted because: (a) Defendant warrants an inability to pay a greater amount as a result of its current financial position; (b) Defendant confirmed that its EPLI policy limit is $3,000,000.00 (and has produced a copy of the policy to Plaintiff's counsel); and (c) there are no other insurance policies or proceeds available to Defendant that could assist in resolving this Action.

10. **Attorneys' Fees, Costs, and Expenses**: "Plaintiff's Counsel" refers to Plaintiff's Counsel in this Action, Emery Reddy, PC. Plaintiff's Counsel may apply to the Court for, and Defendant will not oppose, an award of attorneys' fees in the amount of $1,000,000.00 (approximately 33.3 percent of the Common Fund), and up to $5,000.00 in costs and expenses, incurred in connection with their prosecution of this Action, and all of the work remaining to be performed by Plaintiff's Counsel in documenting the settlement, securing Court approval of the

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settlement, all further appellate proceedings, carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the Action. Amounts awarded by the Court for attorneys' fees, costs, and expenses shall be paid from the Common Fund.

11. **Service Award**: Subject to approval by the Court, Plaintiff will receive a service award of $25,000.00 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 will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount.

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

13. **Settlement Administrator's Costs**: Subject to the Court's approval, the Parties agreed that Simpluris, Inc. will serve as the Settlement Administrator. The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating through normal and customary procedures to the Class List to be provided by Defendant, so that it is updated prior to the Class Notice ("Notice") being sent; emailing, printing and mailing the Court-approved Notice; creating and maintaining a settlement website; performing necessary additional skip traces on Notices and/or mailed checks returned as undeliverable; calculating Settlement Class Members' shares of the Class Fund; preparing and distributing settlement payments; responding to Settlement Class Member inquiries as appropriate; preparing any appropriate or required tax returns and tax forms in connection with the settlement payments, including any withholding, and filing or remitting those returns and forms, along with withheld amounts, if any, to the appropriate governmental agencies; and generally performing all normal and customary duties associated with the administration of such settlements. The Settlement Administrator will coordinate the calculations of the payroll taxes and deductions, if any, with Defendant to ensure that, to the extent such taxes and deductions are or could be deemed to have been made by the Settlement Administrator on behalf of Defendant by government taxing authorities, they are made in compliance with Defendant's tax withholding and remittance obligations for such payments. All costs for the Settlement Administrator's services will be paid out of the Common Fund and shall not exceed $40,000.00.

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14. **Compilation of Class List**: Within 14 days after the preliminary approval order is issued, Defendant will provide to the Settlement Administrator the full name, last known address (if available), phone number (if available), and email address (if available) of each Settlement Class Member (the "Class List"). To protect the privacy rights of the Settlement Class Members, the Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. 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 sending the Notice to the Settlement Class and will calculate the estimated settlement award for each Settlement Class Member. Within 7 days after receipt of the Class List, the Settlement Administrator will resolve any issues with the Class List with Defendant's Counsel as well as provide the estimated payment amounts to Plaintiff's Counsel and Defendant's Counsel.

15. **Notice Period**: Within 14 days of its receipt of the Class List, the Settlement Administrator will send the Settlement Class Members, by email and by first class mail to their last known address as located by the Settlement Administrator, the Court-approved Notice and Address Form. The Notice sent to all Settlement Class Members will advise each Settlement Class Member of his or her estimated payment amount and of his or her right to request exclusion from or object to the settlement. The Notice will advise Settlement Class Members they can complete and return the Address Form to receive their payment should the Settlement Administrator not have their address.

a. **Exclusion Procedure**: Any Settlement Class Member who wishes to be excluded from the settlement must submit the request for exclusion in writing to the Settlement Administrator, postmarked no later than 30 days from the date the Notice is sent. 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 *Milito v. Scribd, Inc.*"); and (iv) the Settlement Class Member's (or his or her attorney's) signature and date signed. Any funds associated with an individual who timely submits a request for exclusion shall be reallocated back to the Class Fund.

b. **Objection Procedure**: Any Settlement Class Member who wishes to object must submit the objection in writing to Court and the Parties' Counsel, postmarked no later than 30 days from the date Notice is sent. To be considered valid, an objection must include: (i) the Settlement Class Member's full name, address, telephone number, and e-mail address; (ii) the case name and number; (iii) the reason(s) why he or she objects to the settlement; (iv) the name and address of his or her attorney, if he or she has retained one; (v) a statement confirming whether the Settlement Class Member and/or his or her attorney intend to personally appear at the Final Approval Hearing; (vi) a list, by case name, court, and docket number, of all other cases in which he or she (directly or through an attorney) has filed an objection to any proposed class action settlement within the last three years; (vii) a list, by case

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name, court, and docket number, of all other cases in which his or her attorney (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years; and (viii) the Settlement Class Member's (or his or her attorney's) signature and date signed. If a Settlement Class Member wishes to object to the settlement, he or she must not request exclusion.

c. Any Notices returned undeliverable shall be traced once to obtain a new address and be re-mailed by First Class U.S. Mail. To the extent any mailed Notice is returned as undeliverable, such person shall be permitted 30 days from any re-mailing of the Notice to request exclusion from or object to the settlement.

d. After the Notice is sent, the Settlement Administrator will provide weekly updates on the status of any requests for exclusion, objections, and address changes.

e. No later than 5 days after the end of the Notice Period, the Settlement Administrator will provide to Plaintiff's Counsel and Defendant's Counsel: (1) a report identifying Settlement Class Members, requests for exclusion, and objections; and (2) a draft declaration regarding Notice.

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

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

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

a. All Settlement Class Members who do not request exclusion from the settlement will receive an equal share of the Class Fund to be characterized as non-wage damages (1099). The Settlement Administrator will prepare a 1099 for each Settlement Class Member who does not request exclusion that reflects their settlement payment.

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b. Settlement payments will be issued as checks to each Settlement Class Member with a valid mailing address. Settlement payments will be issued electronically via an online payment service, such as PayPal or Venmo, for each Settlement Class Member without a valid mailing address, or upon request by a Settlement Class Member.

c. Plaintiff, Defendant, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended). Settlement Class Members will be required to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the settlement payments. Settlement Class Members agree to indemnify and hold Defendant harmless from any claim for unpaid taxes for the Settlement Payment from any taxing authority.

19. **Settlement Class Member Release**: Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not request exclusion in accordance with the procedures set forth above will release (i) Defendant and its parents, subsidiaries, affiliates, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that are, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), joint venturers, joint employers, alter-egos, divisions, insurers, reinsurers, insurance policies and benefit plans; (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, insurers, reinsurers, fiduciaries and attorneys of the entities and plans described in this sentence; and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (the "Released Parties") from all claims during the period from January 1, 2023, through preliminary approval, that were asserted against Defendant in Plaintiff's Complaint, including any claims under any state, federal, or local law, to the fullest extent permitted by law (the "Released Class Claims").

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

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Docusign Envelope ID: E3D1CE13-F634-8209-83EE-D5A3797C0674

of this stipulation for settlement purposes only will not be deemed admissible in this or any other proceeding.

21. **Preliminary Approval**: Plaintiff 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, and Defendant agrees not to oppose, 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.

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

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

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24. **Effective Date**: This Settlement Agreement shall become effective when the settlement is considered "Final." For purposes of this Settlement Agreement, "Effective Date" and "Final" mean: (a) in the event that the Court has entered the Final Approval Order and there were no timely objections filed, or that any timely objections have been withdrawn, then the first business day upon the passage of the applicable 30-day period for any interested party to seek appellate review of the Court's Final Approval Order without a timely appeal being filed; or, (b) in the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the Court's order of final approval of the settlement, without a timely appeal having been filed; or, (c) in the event that a timely appeal of the Court's order of final approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's final approval without material modification, and the applicable date for seeking further appellate review has passed without such further review being sought, or if such review is sought, the exhaustion thereof. In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if this Settlement Agreement is otherwise terminated: (a) this Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement Agreement; (b) Defendant shall have no obligation to make any payments to the Settlement Class Members, Plaintiff, or Plaintiff's Counsel; (c) any preliminary approval order, final approval order or judgment, shall be vacated; and (d) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding.

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

26. **Unclaimed Funds**: "Unclaimed Funds" are funds associated with Settlement Class Members' payments that remain uncashed/unclaimed after 180 days of issuance ("Cashing Period"). Unclaimed Funds 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.*).

27. **Residual Funds**: "Residual Funds" are any amount of the Common Fund that remain after the payment of all Settlement Class Member payments, attorneys' fees and costs,

Doc ID: 8f05d01d184a48ea5ad477f4543e9943366d5606

Docusign Envelope ID: E3D1CE13-F634-8209-83EE-D5A3797C0674

service award, and Settlement Administration costs. Residual Funds shall be disbursed to the Legal Foundation of Washington.

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

EVENT	**DATE**
Plaintiff's Counsel to provide Defendant's Counsel with draft of Motion for Preliminary Approval	7 days prior to the deadline to file the Motion for Preliminary Approval
Plaintiff's Counsel to File Motion for Preliminary Approval	No sooner than 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	14 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
Distribution of Notice; Start of Notice Period	14 days after Defendant's Counsel provides the Class List to the Settlement Administrator
End of Notice Period, deadline for Settlement Class Members to request exclusion from or object to the settlement	30 days after start of the Notice Period
Settlement Administrator to provide to Plaintiff's Counsel and Defendant's Counsel: (1) report identifying Settlement Class Members, exclusions, and objections; (2) draft declaration regarding Notice	5 days after end of Notice Period

Doc ID: 8f05d01d184a48ea5ad477f4543e9943366d5606

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Plaintiff's Counsel to provide Defendant's Counsel with draft of Motion for Final Approval	7 days prior to filing 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
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 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 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

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shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary approval of this Settlement Agreement.

31. **No Prior Assignments**: The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

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

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

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

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

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

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

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

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

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Dated: 06 / 10 / 2026

Plaintiff John Milito, individually and on behalf of the Class

Dated: 6/11/2026

Signed by:
Ferdinand Grimminck
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Defendant Scribd, Inc.

By: Ferdinand Grimminck

Its: CEO

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EXHIBIT A

DEFENDANT'S DECLARATION REGARDING CLASS

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

JOHN MILITO, individually and on behalf of all others similarly situated, Plaintiff, v. SCRIBD, INC., a foreign profit corporation; and DOES 1-20, as yet unknown Washington entities, Defendant.	No. 25-2-21706-0 SEA **DECLARATION OF _____ REGARDING SETTLEMENT CLASS**

I, _____, 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 _____ for ____ ("Defendant"). I have held this position since _____.

3. In my role as _____, 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 in the State of Washington with Scribd, Inc., 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.

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From January 1, 2023, to the date this declaration is executed, ____ individuals applied for job openings with Defendant for positions in the State of Washington for which Defendant's job postings did not include a wage scale or salary range.

Executed on _____, 2026, in _____.

By: _____
Name

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EXHIBIT B

CLASS NOTICE

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

NOTICE OF CLASS ACTION SETTLEMENT

You may be eligible for a payment from a class action settlement relating to your application for employment with Scribd, Inc. A Washington State Superior Court authorized this Notice. You are not being sued. This is not a solicitation from an attorney.

- An applicant for employment, John Milito ("Plaintiff" or "Class Representative"), filed a lawsuit against Scribd, Inc. ("Defendant") on behalf of himself and a class of similarly situated applicants for employment. The lawsuit, *Milito v. Scribd, Inc.*, No. 25-2-21706-0 SEA (the "Lawsuit"), is pending in King County Superior Court before Judge Jennifer Petersen. Plaintiff claimed in the lawsuit that Defendant's job postings for open positions in Washington did not disclose the wage scale or salary range and/or general description of all of the benefits and other compensation being offered in violation of Washington law. 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 regarding the merits of the Plaintiff's claims, and it has not decided whether Defendant violated the law.

- The parties to the lawsuit (the "Parties") have reached a proposed Class Action Settlement. The settlement includes a total payment by Defendant's Insurance Company, Republic Vanguard Insurance Company ("Insurance Company"), of $3,000,000.00 ("Common Fund"). 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.

- You are receiving this Notice because Defendant's records indicate you are eligible to participate in the settlement as a member of the Settlement Class. "Settlement Class Members" include "Plaintiff and all individuals who, from January 1, 2023, through <<preliminary approval date>>, applied for a job opening in the State of Washington with Scribd, Inc., where the job posting did not disclose a 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."

- 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	
PROVIDE/UPDATE VALID MAILING ADDRESS	To receive your settlement payment, you must ensure the Settlement Administrator has your updated and valid mailing address. **Please contact the Settlement Administrator to provide your valid mailing address or submit the Address Form enclosed with this Notice.**

Doc ID: 8f05d01d184a48ea5ad477f4543e9943366d5606

Docusign Envelope ID: E3D1CE13-F634-8209-83EE-D5A3797C0674

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	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 before Judge Jennifer Petersen on **____ at ___ A.M./P.M.** To attend remotely via Zoom, you may use the following link: **Zoom Link:** <Zoom Link; ID; Password>.

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 Settlement Agreement, and your legal rights.

Judge Jennifer Petersen of King County Superior Court is overseeing this class action. John Milito is the Plaintiff or Class Representative. The company he sued, Scribd, 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 Washington law, RCW 49.58.110, when it did not disclose the wage scale or salary range being offered on job postings for open positions.

Defendant denies that it is or can be held liable for the claims made in the Lawsuit. More information about the Class Action Complaint in 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, both sides 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

Doc ID: 8f05d01d184a48ea5ad477f4543e9943366d5606

Docusign Envelope ID: E3D1CE13-F634-8209-83EE-D5A3797C0674

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 at least one job opening in Washington with Defendant between January 1, 2023, and <<preliminary approval date>> (the "Settlement Class Period"), in response to a job posting that Plaintiff claims did not properly disclose the wage scale or salary range and/or a description of benefits and other compensation 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 visiting the Settlement Website at **www.<<SettlementWebsite>>.com**.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

All Settlement Class Members who do not exclude themselves from the settlement are eligible to receive an equal share of the Class Fund. Settlement payments will be characterized as non-wage damages (1099).

Your estimated payment amount is **$____**.

7. How do I receive a payment?

All Settlement Class Members who do not exclude themselves from the settlement will be eligible to receive a payment. If the Court approves the settlement and you did not exclude yourself, you will receive a settlement payment in the mail.

To ensure you receive your payment, you must confirm the Settlement Administrator has your current mailing address. You must also contact the Settlement Administrator if your address or phone number changes at any time. If the Settlement Administrator does not have your current mailing address, you may not receive your settlement payment. To provide and/or update your current mailing address, you must contact the Settlement Administrator (contact information below), or you may submit the Address Form that accompanies this Notice. The Address Form can be submitted to the Settlement Administrator by mail or email at:

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

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **___ at ___ A.M./P.M.** If the Court approves the settlement, eligible Settlement Class Members who did not exclude themselves from the settlement will be sent a settlement payment after all appeals and other reviews, if any, are completed. Please be patient. All settlement payments will expire and become void 180 days after the date of issuance.

Doc ID: 8f05d01d184a48ea5ad477f4543e9943366d5606

Docusign Envelope ID: E3D1CE13-F634-8209-83EE-D5A3797C0674

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

No. Defendant fully 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 your employment with Defendant or Defendant's treatment of you as an applicant, or 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 as Class Counsel to represent the Settlement Class. Their contact information is:

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

Should I get my own attorney? You don't need to hire your own attorney because Settlement 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 Settlement Class Counsel to represent you.

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

Settlement Class Counsel will ask the Court to approve, and Defendant agrees not to oppose, an award of attorneys' fees in the amount of $1,000,00.00, plus costs and expenses of up to $5,000.00, to be paid from the Settlement Fund. Class Counsel will also request a service award for Plaintiff in the amount of $25,000.00, 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, and unless you exclude yourself, you will release…

> …(i) Defendant and its parents, subsidiaries, affiliates, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that are, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), joint venturers, joint employers, alter-egos, divisions, insurers, reinsurers, insurance policies and benefit plans; (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, insurers, reinsurers, fiduciaries and attorneys of the entities and plans described in this sentence; and (iii) the

Doc ID: 8f05d01d184a48ea5ad477f4543e9943366d5606

Docusign Envelope ID: E3D1CE13-F634-8209-83EE-D5A3797C0674

predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (the "Released Parties") from all claims during the period from January 1, 2023, through <<preliminary approval date>>, that were asserted against Defendant in Plaintiff's Complaint, including any claims under any state, federal, or local law, to the fullest extent permitted by law (the "Released Class Claims").

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 Settlement Class Member who does not request exclusion by **<<Opt-Out 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 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 and the Court approves the settlement, you will still be in the Settlement Class, receive a payment in the mail, and be bound by all orders and judgments of the Court, the Settlement Agreement, and its included release. 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 not be in the Settlement Class and will not receive a settlement payment. However, you will not release claims against Defendant, and you 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 *Milito v. Scribd, Inc.*, Case No. 25-2-21706-0 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 nothing.

Doc ID: 8f05d01d184a48ea5ad477f4543e9943366d5606

Docusign Envelope ID: E3D1CE13-F634-8209-83EE-D5A3797C0674

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

No. If you exclude yourself, you will not receive a settlement 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 *Milito v. Scribd, Inc.*, Case No. 25-2-21706-0 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
Maleng Regional Justice Center
401 Fourth Avenue N, Room 2D
Kent, WA 98032

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 email 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 attorneys 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	Melissa Mordy Rebecca Lynch Aliah McCord **Davis Wright Tremaine LLP** 929 108th Avenue NE, Suite 1500 Bellevue, WA 98004

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 means 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, and you will not receive a payment.

Doc ID: 8f05d01d184a48ea5ad477f4543e9943366d5606

Docusign Envelope ID: E3D1CE13-F634-8209-83EE-D5A3797C0674

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 before Judge Jennifer Petersen on ___ **at** ___ **A.M./P.M.** in King County Superior Court, Maleng Regional Justice Center, 401 4th Avenue North, Courtroom 3C, Kent, WA 98032. To attend remotely via Zoom, you may use the following link:

Zoom Link: <Zoom Link; ID; Password>.

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 service award for Plaintiff.

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 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 send 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 NOTICE PROCESS.

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Docusign Envelope ID: E3D1CE13-F634-8209-83EE-D5A3797C0674

EXHIBIT C

ADDRESS FORM

Doc ID: 8f05d01d184a48ea5ad477f4543e9943366d5606

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ADDRESS FORM

In order to receive your payment, **estimated to be $_____**, as part of the class action settlement in *Milito v. Scribd, Inc.,* King County Superior Court Case No. 25-2-21706-0 SEA, the Settlement Administrator requires your current mailing address. To provide or update your mailing address, submit this form as instructed below. Please type or print clearly in blue or black ink.

Accompanying this form is an IRS Form W-9. For tax purposes, and in order to avoid any pre-payment tax withholdings, please complete the IRS Form W-9 and return it to the Settlement Administrator.

Please submit your Address Form and IRS Form W-9 as soon as possible. A delay in submitting either form can result in all or a portion of your individual payment being withheld. You may submit the forms to the Settlement Administrator by mail or email:

Milito v. Scribd, Inc.
Simpluris, Inc.
<<Settlement Administrator Address>>
<<Settlement Administrator email address>>

For more information you may visit the official settlement website, **www.<<SettlementWebsite>>.com**, or call the Settlement Administrator, Simpluris, Inc., at (xxx) xxx-xxxx. If your address or contact information changes after the submission of this information, you must update the Settlement Administrator as soon as possible to ensure you receive your payment.

1. Settlement Class Member Information

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

I understand that my settlement payment may be subject to tax withholdings if I do not completely fill out and submit the IRS Form W-9 that accompanies this Address Form.

_____ _____

Signature Date Signed

_____

Address City State Zip

_____ _____

Phone Number Email Address

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: $3M Scribd Settlement Ends Lawsuit Over Washington Job Postings

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