

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiff Katherine Kittlitz (“Plaintiff”), both individually and on behalf of the proposed Settlement Class (as defined below), on the one hand, and Defendant Half Price Books, Records, Magazines, Incorporated (“Defendant”), on the other hand, to resolve all matters arising out of or relating to the matter of *Katherine Kittlitz v. Half Price Books, Records, Magazines, Incorporated*, Pierce County Superior Court, Case No. 25-2-07433-7 (the “Action”). This Settlement Agreement is subject to the terms and conditions hereof and the approval of the Pierce 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 **\$223,440.50** (the “Minimum Settlement Fund”) and a maximum of **\$349,000.00** (the “Maximum Settlement Fund”) to resolve and release all claims that were alleged or could have been alleged arising out of the facts and circumstances alleged in the Action as set forth in further detail hereafter, inclusive of all settlement payments, attorneys’ fees and costs, service award, and settlement administration costs.

BACKGROUND

1. On April 1, 2025, Plaintiff filed the Class Action Complaint for Discrimination Based on Defendant’s Violations of Washington’s Wage Transparency Law (the “Complaint”), alleging violations of RCW 49.58.110 and seeking actual damages, statutory damages, interest, attorneys’ fees, costs, injunctive relief, and declaratory relief.

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

Plaintiff and all individuals who, from January 1, 2023, through June 11, 2025 (the “Settlement Class Period”), applied for job listing numbers 905623, 912624, 912696, 993830, or 1111120 in the State of Washington with Defendant, where the job posting did not disclose the wage scale or salary range for the position, or a general description of all of the benefits and other compensation to be offered to the hired applicant.

“Settlement Class Members” refers collectively to members of the Settlement Class and “Settlement Class Member” refers to individual members of the Settlement Class. Notwithstanding the foregoing, upon the Effective Date (as defined below), the Settlement Class shall not include any individual who otherwise meets the definition of a Settlement Class Member (as defined herein) who submits a valid and timely request for exclusion from this settlement pursuant to and in accord with the procedures outlined in Paragraph 14(a), below.

3. The Settlement Class Period is January 1, 2023 through June 11, 2025.

4. Defendant represents that there are approximately 349 Settlement Class Members.

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. **Minimum Settlement Fund and Maximum Settlement Fund:** As detailed more thoroughly below, Defendant will pay a minimum of the Minimum Settlement Fund and a maximum of 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 submit a valid and timely Claim Form, as detailed in Sections 8 and 14(a), below.

8. **Settlement Fund and Net Settlement Fund:** The Settlement Fund is the total payment that Defendant will make under this Settlement Agreement, including all payments of settlement awards to Settlement Claimants, attorneys' fees and costs, Plaintiff's service award, and Settlement Administrator's costs. "Settlement Claimants" means those Settlement Class Members who do not exclude themselves from the settlement and who submit a timely and valid Claim Form either by mail or through a secure online submission process on a website maintained by the Settlement Administrator. Specifically, and as detailed below, the Settlement Fund shall be an amount equal to: (a) the total money due under this settlement to make payments of settlement awards to the Settlement Claimants (the "Net Settlement Fund"), calculated pursuant to Paragraph 17(b); (b) the attorneys' fees and costs award, as approved by the Court and as described in Paragraph 9; (c) the Plaintiff's service award, as approved by the Court and as described in Paragraph 10; and (d) the settlement administration award paid to the Settlement Administrator, as approved by the Court and as described in Paragraph 12. 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 claims defined in Paragraph 18, below). The settlement payments are not being made for any other purpose and will not be construed as compensation for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendant. In addition, no individual receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

9. **Attorneys' Fees and Costs:** "Plaintiff's Counsel" refers to Plaintiff's Counsel in this Action, Ackermann & Tilajef, P.C. Plaintiff Counsel may apply to the Court for, and Defendant will not oppose, an award of attorneys' fees of up to \$101,210.00 (29% of the Maximum Settlement Fund) and costs of up to \$2,000 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 and costs shall be paid from the Settlement Fund. Plaintiff's Counsel represents that, other than Ackermann & Tilajef, P.C., 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 or costs in connection with this Action. Plaintiff's Counsel also represents that, as of the date they execute this Settlement Agreement, they do not represent any individual who intends to make a similar claim against Defendant or its subsidiaries and who would not be covered by this Settlement Agreement. Plaintiff's Counsel will be responsible to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the attorneys' fees and costs.

10. **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 \$5,000, in consideration for Plaintiff serving as a Settlement Class Representative. The amount awarded by the Court for the service award shall be paid from the Settlement Fund. The service award is in addition to the settlement payment to which Plaintiff is entitled along with all other Settlement Claimants. Plaintiff will receive a Form 1099 for her 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. Defendant shall have no responsibility or liability for any federal or state taxes owed in connection with the service award, and Plaintiff agrees to indemnify and hold Defendant harmless from any claim for unpaid taxes for the service award paid to him from any taxing authority.

11. **Lesser Award:** In the event that a lesser sum is awarded and approved by the Court for the attorneys' fees and costs referenced above in Paragraph 9, or for the service award referenced above in Paragraph 10, 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 Settlement Claimants as a result of such appellate review, the additional amounts shall be added to the payments otherwise due to the Settlement Claimants subject to the calculation formulas described herein. Any amount not awarded in attorneys' fees and costs and/or service award, which is not challenged via appeal by Plaintiff's Counsel, may be distributed to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

12. **Settlement Administrator's Costs:** The Parties have agreed to select a qualified Settlement Administrator as the settlement administrator (the "Settlement Administrator"). The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating through normal and customary procedures the Settlement Class

List to be provided by Defendant, so that it is updated prior to the Settlement Class Notice ("Notice") and Claim Form being mailed, printing and mailing the Court-approved Notice and Claim Form, emailing the Court-approved Notice and Claim Forms, performing necessary additional skip traces on Notices, Claim Forms, and/or checks returned as undeliverable, maintaining a settlement website capable of accepting secure online Claim Form submissions, calculating Settlement Claimants' shares of the Net Settlement Fund, preparing and mailing of settlement checks, responding to Settlement Class member inquiries as appropriate, preparing any appropriate or required tax returns and tax forms in connection with the Settlement Fund and settlement payments, including any required 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 shall: (a) provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information ("PII") that it receives from Defendant; (b) not disclose the PII to Plaintiff's Counsel, Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent and keep PII confidential; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. Subject to Court Approval, all costs for the Settlement Administrator's services will be paid out of the Settlement Fund and shall not exceed \$12,500.

13. Compilation of Class List: Within 14 days after the Preliminary Approval Order is entered (see Paragraph 20 below), Defendant will provide to the Settlement Administrator, on a confidential basis, the names, last known address (if known and reasonably accessible), phone number (if known and reasonably accessible), and email address (if known and reasonably accessible) of each Settlement Class Member from its application data during the Settlement Class Period (the "Settlement Class List"). Within 14 days after the Preliminary Approval Order is entered, Defendant will provide a list with the full name of each Settlement Class Member to Plaintiff's Counsel. 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.

14. Notice Period and Notice Procedure: Within 14 days of its receipt of the Settlement Class List, the Settlement Administrator will send the Settlement Class Members, by email (if available), and also by first-class mail, to the extent this information is available in Defendant's application data, or at their last known address or such other address as located by the Settlement Administrator (if available), the Court-approved Notice and Claim Form. The Notice sent to all Settlement Class Members will advise each Settlement Class member of his or her estimated minimum payment, and of his or her right to submit a Claim Form either by mail or online through a settlement website maintained by the Settlement Administrator, request exclusion, or object to the settlement. The Notice will provide a unique login and passcode for each Settlement Class Member to prevent fraudulent submissions. Settlement Class Members shall have 60 days from the date of mailing to submit a Claim Form either by mail or online through a settlement website maintained by the Settlement Administrator, request exclusion, or object. Settlement Class Members who request exclusion from the settlement shall not have a right to object to the settlement or to submit a Claim Form. If the number of Settlement Claimants is less

than or equal to 25% of the Settlement Class as of the half-way point in the notice period (i.e., 30 days after the initial date of Notice to the Settlement Class Members by email or by mail), the Settlement Administrator will send a follow up email (the “Supplemental Notice”) to the Settlement Class Members for whom it has an email address reminding them of the deadline in which to submit their Claim Form. If the number of Settlement Claimants is less than or equal to 25% with ten days remaining in the notice period, the Settlement Administrator will send the Supplemental Notice to the Settlement Class Members for whom it has an email address reminding them of the deadline in which to submit their Claim Form

- a. **Claim Procedure:** Any Settlement Class Member who does not opt out of the settlement and who wishes to collect a monetary recovery under the settlement must complete the Claim Form and mail it to the Settlement Administrator, postmarked no later than 60 days from the date of mailing of the Notice, or submit a Claim Form through a secure settlement website maintained by the Settlement Administrator no later than 60 days from the date of mailing of the Notice. For a Claim Form to be considered valid and complete, the Claim Form must include all of the following information: (i) the Settlement Class Member’s full name, address, and telephone number or e-mail address; (ii) a statement confirming that the Settlement Class Member qualifies as a Settlement Class Member (using the definition above) and is eligible to assert a claim for damages under RCW 49.58.110; (iii) the Settlement Class Member’s signature; and (iv) date signed.
- b. **Exclusion Procedure:** Any Settlement Class Member who wishes to be excluded from the settlement must submit the request for exclusion in writing to the Settlement Administrator, postmarked no later than 60 days from the date of mailing of the Notice. To be considered valid, a request for exclusion must include: (i) the Settlement Class Member’s full name; (ii) the Settlement Class Member’s address; (iii) a statement that he or she wishes to be excluded from the settlement (for example, “I request to be excluded from the class action settlement *Katherine Kittlitz v. Half Price Books, Records, Magazines, Incorporated*”; and (iv) the Settlement Class Member’s (or his or her attorney’s) signature and date signed. Any Settlement Class Member who is eligible to opt out and who timely requests exclusion in compliance with these requirements shall thereafter not be considered to be a Settlement Class Member, shall not have any rights under this Settlement Agreement, shall not be entitled to receive any settlement award, and shall not be bound by this Settlement Agreement or the Final Judgment.
- 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, and telephone number or e-mail address; (ii) the case name and number; (iii) the reasons 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; and (vi) the signature of the Settlement Class member (or his or her attorney) and date signed. If a Settlement Class member wishes to object to the settlement, he or she must not request exclusion. No Settlement Class Member may be heard at the Final Approval Hearing who has not complied with this requirement, and any Settlement Class Member who fails to comply with this requirement will be deemed to have waived any right to object and any objection to the Settlement Agreement.

- d. **Effect of Taking No Action:** Except for those Settlement Class Members who exclude themselves in compliance with Paragraph 14(b), all Settlement Class Members will be deemed to be 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, the Settlement Class Members and Plaintiff 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.
- e. **Undeliverable Notice:** Any Notices and Claim Forms 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 or Claim Form is returned as undeliverable, such person shall be permitted no less than 30 days from any re-mailing of the Notice and Claim Form to submit a Claim Form, request exclusion, or object to the class action settlement.
- f. **Weekly Updates:** After the Notice and Claim Forms are mailed, the Settlement Administrator will provide weekly updates to the Parties' counsel on the status of claims, requests for exclusion, and objections. The Settlement Administrator shall also advise the Parties as to whether or not it will be sending the Supplemental Notice pursuant to Paragraph 14, above.
- g. **Administrator Report and Declaration:** 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 (by first and last name), Settlement Claimants (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.

15. **No Solicitation of Exclusions, Objections, or Claims:** The Parties and their counsel will not directly or indirectly solicit or encourage Settlement Class Members to request exclusion from, object to, or appeal the settlement. The Parties and their counsel will not

discourage or engage in proactive efforts to encourage the filing of claims, other than complying with the Notice procedures set forth in this Agreement and ordered by the Court, and Plaintiff's Counsel may respond to inquiries as a result of the Notice.

16. **Challenges to Settlement Class List:** To be considered timely, any dispute raised by an alleged, purported member of the Settlement Class about their omission from the Settlement Class List must be submitted to the Settlement Administrator and/or Plaintiff's Counsel by the alleged, purported 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, purported member of the Settlement Class was not properly a member of the Settlement Class. Unless the purported member of the Settlement Class can establish that he or she should have been included on the Settlement 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, purported 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 Settlement 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.

17. **Payments to Settlement Claimants:**

- a. **Settlement Claimants:** Settlement Class Members must submit a timely, valid Claim Form either by mail or through a secure settlement website maintained by the Settlement Administrator with the required information and signature as defined in Paragraph 14(a) to receive a payment ("settlement award"). Plaintiff will be considered a Settlement Claimant, and does not need to submit a Claim Form because she filed a Complaint asserting her claims and is signing this Settlement Agreement.
- b. **Settlement Awards and Net Settlement Fund:** All Settlement Claimants will be eligible to receive an equal share of the Net Settlement Fund, which is to be allocated amongst the Settlement Claimants pro-rata up to a maximum of \$5,000 per Settlement Claimant, with any amounts beyond \$5,000 being paid to the Legal Foundation of Washington. The amount of the Settlement Fund shall be based on the number of Settlement Claimants. If the number of Settlement Claimants is less than or equal to approximately 45% of the total Settlement Class (i.e., 157 Settlement Class Members or less if the Settlement Class List contains 349 members), Defendant shall pay the amount of the Minimum Settlement Fund set forth above (i.e., \$223,440.50) as the Settlement Fund. For every Settlement Claimant above 45% of the total Settlement Class (i.e., every Settlement Claimant beyond the initial 157 Settlement Class Members referenced above), the value of the Net Settlement Fund shall increase by \$657.38, but Defendant will not pay more

than the Maximum Settlement Fund (i.e., \$349,000.00) as the Settlement Fund, except to the extent provided in paragraph 22 herein.

- c. **Tax Treatment:** Settlement awards will be characterized as 100% non-wages because of the nature of the underlying claims on behalf of applicants, and will be reported on a Form 1099. The Settlement Administrator will prepare and send a 1099 for each Settlement Claimant that reflects their settlement award.
- d. **Uncashed Checks:** After 180 days following the date upon which the Settlement Administrator sends payments to Settlement Claimants, any individual settlement award amounts associated with Settlement Claimants' uncashed checks will be sent by the Settlement Administrator to the Washington Unclaimed Property Fund in the name of the Settlement Claimant whose check remained uncashed and/or undeliverable. In such event, those Settlement Claimants will be deemed to have waived irrevocably any right in or claim to a settlement award, but the Settlement Agreement nevertheless will be binding upon them.
- e. **Tax Responsibility:** Plaintiff, Defendant, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Settlement Claimants 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 awards. Settlement Claimants agree to indemnify and hold Defendant harmless from any claim for unpaid taxes for the settlement award from any taxing authority.

18. **Released Claims:**

- a. **Plaintiff's General Release of All Claims:** Plaintiff agrees that she will not opt out of the Settlement. Upon entry of Final Judgment, Plaintiff will execute a release of all known and unknown claims of any kind against the Released Parties, through and including the date of Final Judgment, including any claims, lawsuits, administrative actions, or representative actions, or other action of any kind based on the released claims in this paragraph, in the form attached as Exhibit D.
- b. **Settlement Class Members' Release:** Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member who does not submit a timely request for exclusion in accordance with the procedures set forth in Paragraph 14(b) will release the Released Parties from all claims that were alleged or could have been alleged in the Action during the Settlement Class Period based on the same factual predicates as alleged therein, including claims under any federal, state, or local law. These Released Claims specifically include, but are not limited to, any claims arising out of or relating to a violation of RCW 49.58.110, and any claims for relief under RCW 49.58.060 or RCW 49.58.070, actual damages, statutory damages, interest, and attorneys' fees and costs relating to any of the foregoing. All Settlement Class Members have an opportunity to submit a Claim Form by identifying themselves as a member of the Settlement Class who is

asserting a claim for damages under RCW 49.58.110. Accordingly, all Settlement Class Members who do not request exclusion from the Settlement as defined in Paragraph 14(b), whether they submit a Claim Form or not, will release these Released Claims.

- c. **Released Parties:** The Released Parties are (i) Defendant and its parents, subsidiaries, affiliates, insurers, insurance policies and benefit plans, (ii) each of the past and present 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, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

19. **Court Approval:** This Settlement Agreement is contingent on approval by the Court under Civil Rule 23(e).

20. **Preliminary Approval Order:** The Parties shall promptly seek the Court's approval of this settlement. As soon as practicable, Plaintiff and Plaintiff's Counsel shall apply to the Court for the entry of a Preliminary Approval Order which would accomplish the following: (a) preliminarily approves the settlement subject to the final review and approval by the Court; (b) certifies the Settlement Class for settlement purposes only; (c) appoints Plaintiff as Settlement Class Representative and the law firm of Ackermann & Tilajef, P.C. as Settlement Class Counsel for purposes of the settlement only; (d) preliminarily approves the Settlement Administrator selected by the Parties and preliminarily approves payment of the Settlement Administrator's reasonable costs, subject to final review and approval by the Court; (e) preliminarily approves an award of attorneys' fees and costs to Plaintiff's Counsel, subject to final review and approval by the Court; (f) preliminarily approves a service award to Plaintiff, subject to final review and approval by the Court; (g) approves, as to form and content, the proposed Notice, Claim Form, and Supplemental Notice attached hereto as Exhibits A, B, and C, respectively; (h) directs the emailing and mailing of the Notice and Claim Form to the Settlement Class Members; (i) directs the emailing of the Supplemental Notice in the form attached hereto as Exhibit C to the Settlement Class Members, in accord with Paragraph 14, above; and (j) schedules a final approval hearing on the question of whether the settlement, including the payment of attorneys' fees and costs and the service award should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the Notice. Not later than 7 days before filing the motion for preliminary approval, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant's Counsel for their review and comments. Defendant's Counsel shall provide Plaintiff's Counsel a redline draft with any proposed changes, which Plaintiff's Counsel shall consider in good faith and confer with Defendant's Counsel on any areas of disagreement. All proposed orders submitted to the Court must be agreed and approved by all Parties.

21. **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 and costs to Plaintiff Counsel; (c) approving the 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 claims as described in Paragraph 18; and (f) dismissing the Action on the merits and with prejudice. Not later than 7 days before filing the motion for final 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 provide Plaintiff's Counsel a redline draft with any proposed changes, which Plaintiff's Counsel shall consider in good faith and confer with Defendant's Counsel on any areas of disagreement. All proposed orders submitted to the Court must be agreed and approved by all Parties.

22. **Voidability and Escalator.** If the number of Settlement Class Members choosing to opt out of the Settlement Agreement exceeds 10% of the total number of Settlement Class Members, Defendant shall have the option of voiding the Settlement Agreement. If Defendant chooses to exercise this option, it must give notice, in writing, to Plaintiff's Counsel within 14 days of receiving the Settlement Administrator's signed declaration. In the event that the Settlement Class contains 5% or more Settlement Class Members, as of the end of the Settlement Class Period, than the 349 of which Class Counsel were informed at settlement (i.e., 367 or more total Settlement Class Members), then Plaintiff has the option to void the Settlement Agreement unless Defendant agrees to increase the Settlement Fund by \$657.38 for each Settlement Class Member beyond 349. If either Party elects to void the Settlement Agreement under this Paragraph 22, then Paragraph 24(a) regarding termination of the Settlement Agreement will apply.

23. **Effective Date:** The Effective Date of the settlement will be the date when both (1) the Settlement has been finally approved by the Court, and (2) the Court's anticipated order approving the Settlement and dismissing this Lawsuit with prejudice (the "Final Judgment") becomes final. For purposes of this Settlement Agreement, the Court's Final Judgment "becomes final" upon the later of either (a) thirty-one (31) days following the Court's entry of an order granting final approval of the Settlement; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

24. **Termination of Settlement**

- a. **Effect of Termination:** 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, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator; (c) all releases signed in connected with the Settlement Agreement shall have no force or effect; (d) the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; (e) any Preliminary Approval Order, Final Approval Order, or judgment, shall be vacated; (f) 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; and (g) 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.

- b. **Failure of Court Approval:** Failure of the Court to grant preliminary or final approval of the Settlement Agreement in accordance with its terms (after reasonable opportunity for the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the Parties to terminate this Settlement Agreement. A failure of the Court to approve any material term or aspect of this Settlement Agreement (with the exception of the amounts of attorneys' fees, litigation costs, and service awards) shall render the entire settlement voidable and unenforceable as to all Parties herein at the option of any party adversely affected thereby. Each party may exercise its option to void this settlement as provided in this Paragraph 24(b) by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement Agreement by the Court.

25. **Funding of Settlement:** The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1. Within 30 days of the Effective Date, Defendant shall transfer the amount of the Settlement Fund to the Qualified Settlement Fund ("Funding Date"). 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 awards from the Net Settlement Fund to all Settlement Claimants; (b) Plaintiff's Counsel's attorneys' fees and costs; (c) Plaintiff's service award; and (d) the Settlement Administrator's costs. The Settlement Administrator shall distribute these funds only as directed by Plaintiffs' Counsel and Defendant's Counsel and as allowed under the Court's Final Approval Order. The timelines in this Paragraph are contingent on the Settlement Administrator providing Defendant with the final Settlement Fund amount, W-9 form for the Qualified Settlement Fund, and payment instructions within 30 days of Final Approval. Settlement Claimants will have 180 days from the date of issuance to cash their settlement checks.

26. **Uncashed Funds:** "Uncashed Funds" are the funds associated with checks sent to Settlement Claimants that remain uncashed after the 180-day check cashing period referenced in Paragraph 17(d), above. One hundred percent (100%) of the Uncashed Funds shall be transferred to the unclaimed property fund managed by the State of Washington in the name of the Settlement Claimant whose check remained uncashed and/or undeliverable.

27. **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. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the

release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

28. **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.

29. **Publicity:** Following preliminary approval, information regarding the settlement (including a copy of this Settlement Agreement and order preliminarily approving the same) may be provided on a website maintained by the Settlement Administrator. The Parties, their counsel, and the Settlement Administrator shall not publish or issue any press releases, public statements, or make any comments to the media regarding the Settlement except as expressly provided herein and except for filings with a court.

30. **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.

31. **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.

32. **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.

33. **Enforcement Actions:** The Court shall have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out. In the event that one or more of the Parties to this Settlement Agreement institutes any legal actions or proceedings to enforce or implement the provisions of this Settlement Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties' reasonable attorneys' fees and costs, including expert witness fees incurred in connection therewith.

34. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto or their counsel, and, if modified after the Preliminary Approval Order, approved by the Court (if such approval is required by the Court's order). This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

35. **Integration:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of the Action, 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. The Parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement.

36. **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.

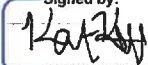
37. **Counterparts:** This Settlement Agreement may be executed in counterparts, including by copies transmitted via electronic delivery, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. A signature transmitted electronically shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement.

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

[signatures on following page]

The undersigned Parties and their counsel have duly executed this Settlement Agreement as of the date indicated below:

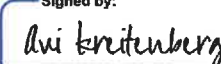
Dated: 7/10/2025 | 3:18 PM PDT

Signed by:

Katherine Kittlitz
PLAINTIFF

Dated: 7/21/2025


Half Price Books, Records, Magazines, Incorporated
By: Kathy Doyle Thomas
Its: PRESIDENT
DEFENDANT

Dated: 7/9/2025 | 12:24 PM PDT

Signed by:

Avi Kreitenberg
ACKERMANN & TILAJEF, P.C.
Counsel for Plaintiff and the Settlement Class and
Proposed Class Counsel

Dated: 7/21/2025


Brian K. Keeley
JACKSON LEWIS, P.C.
Counsel for Defendant