

TO: TO ALL CURRENT AND FORMER FIELD TECHNICIAN, AND LEAD FIELD TECHNICIAN EMPLOYEES OF AA WINDOW & GUTTER CLEANING (QUICK & CLEAR INC.), SINCE DECEMBER 9, 2013, THROUGH THE PRESENT (CLASS MEMBERS).

The Superior Court of the State of Washington, King County – Seattle, has certified a Class of employees consisting of “**All persons who were employed as Field Technicians or Lead Field Technicians between December 9, 2013 and the final disposition of this case.**” The Court has named Jeffrey Main and Todd Phelps as representatives of the Class, and has already approved Class Counsel, The Blankenship Law Firm, P.S., to represent all Class Members.

NOTICE OF CLASS ACTION SETTLEMENT TO ALL CURRENT AND FORMER TECHNICIAN EMPLOYEES OF AA WINDOW AND GUTTER CLEANING (QUICK AND CLEAR INC.) EMPLOYED SINCE DECEMBER 9, 2013 TO THE PRESENT:

- (a) The parties have reached a proposed settlement in the class action lawsuit entitled *Main and Phelps et al. v. Quick and Clear Inc., d/b/a/ AA Window and Gutter Cleaning, and Brett VandenBrink and his marital community*, King County Superior Court Case No. 16-2-29685-8 SEA (the “Lawsuit”).
- (b) To settle this action, pursuant to approval by the Court, AA Window and Gutter Cleaning and Brett VandenBrink (“AA Windows” or “Defendants”), will pay \$1,700,000.00, in addition to the \$166,377.98 in damages already paid to Class Members as “Bonus Correction” payments.
- (c) you are receiving this notice because you are a Class Member. If approved, the proposed settlement will be binding upon Class Members. Please read this notice carefully to understand your options and legal rights under the settlement.
- (d) This notice was initially mailed on _____ [DATE OF MAILING TO BE INSERTED BY SETTLEMENT ADMINISTRATOR].

1. Why Did I Get This Notice?

You received this Notice because you are a member of a Class Action lawsuit against Quick & Clear Inc., d/b/a/ AA Window and Gutter Cleaning certified the Court on March 19, 2017. The Court has allowed and approved this Notice to be sent to you to inform you about a proposed settlement of the class action lawsuit, and about your options. The Court has preliminarily approved a Settlement Agreement. If the Court grants final approval of the Settlement Agreement, and after any appeals are resolved, payments will be made to eligible Class Members who have not opted out of the Settlement Agreement.

It is a compromise settlement reached after extensive exchange of information and negotiations at arm’s length that the parties agree, based on independent estimates and calculations, fully compensates Class Members for more than 100% of wages withheld and owing as requested in this Class Action lawsuit, and nearly 100% of liquidated damages (double damages) in a net settlement (after attorney’s fees and other deductions) without any of the risks and costs, and substantial delays associated with a jury trial and potential appeals.

2. How Does This Relate To My Class Action Lawsuit?

As you know, this Class Action lawsuit was commenced on December 9, 2016, against AA Window and Gutter Cleaning and Brett VandenBrink (Defendants) alleging that did not lawfully calculate overtime wages, for unpaid wages related to drive-time in company vehicles and the cleaning and maintaining of equipment and

supplies, and for the unlawful deduction of wages in the form of Policy Violation Consequences and Administrative Compliance Penalties. The claims are based on violations of, RCW 46.49 *et. seq.*, 49.48 *et. seq.*, and 49.52 *et. seq.* the “Washington Wage Statutes.”

3. Why Is There A Settlement?

On September 1, 2017, the Honorable Judge John P. Erlick, entered a judgment that Defendants’ actions violated the aforementioned state statutes, and were therefore liable for damages to Class Members. It was also found that Defendants’ actions were willful, entitling the Class to potentially double damages, and attorneys’ fees and costs. No ruling was made on the amount of damages owed to the Class; the amount of damages owed were left to be decided by a jury. Defendants opposed this motion, and were prepared to immediately challenge the decision on appeal.

In order to avoid the risks and costs of a trial and subsequent appeals, the parties the entered negotiations and reached a Settlement Agreement with Class. Class Members will be entitled to receive compensation. The Class Representatives Jeff Main and Todd Phelps, and Class Counsel approved by the Court, The Blankenship Law Firm P.S. negotiated the settlement with Defendants and believe that the underlying settlement is fair, reasonable, and adequate, and in the best interests of the Class Members.

4. What Claims Are Resolved By The Settlement?

The Settlement Agreement will resolve all claims that Class Members could have brought against Defendants under the Washington Wage Statutes, as set forth in answer to Question 2 above.

5. What Are The Basic Terms Of The Settlement?

Subject to Court approval, the essential terms of the settlement are as follows:

Settlement Amount: Defendants will pay \$1,700,000.00 to resolve all claims alleged in this lawsuit. As part of the settlement (a) a payment to the Class Representatives in an amount up to \$10,000 each to compensate them for their services in bringing forth this lawsuit and representing the Class; (b) a payment of approximately \$561,000 to Class Counsel for their attorneys’ fees Class Counsel; (c) a payment of approximately \$31,455.01 to reimburse Class Counsel for the Litigation expenses they have incurred in representing Plaintiffs and Class Members; (d) a payment of approximately \$7,000 to the Settlement Administrator for services including, among other things, mailing of this Notice and distribution of checks and appropriate tax forms; and (e) a payment of approximately \$1,080,544.99 to the Class, which will be distributed to Class Members who do not opt-out.

Class Representative Services Awards: The Settlement Agreement provides for service awards to the Plaintiffs and Class Representatives, Jeffrey Main and Todd Phelps, in the amount of \$10,000 each, subject to court approval.

Class Counsel’s Fees and Expenses: The settlement provides a process for the King County Superior Court to review and approve the final payment out of the gross Settlement Amount to Class Counsel for the attorneys’ fees they have incurred in relation to the lawsuit. Class Counsel is seeking payment of \$561,000 for their fees, which is 33% of the Settlement Fund, 30% based on the \$166,377.98 in damages paid to Class Members for past wages owed on January 19, 2017 and September 1, 2017, because of the lawsuit, and lower percentage if you include wages paid to employee Class Members as a result of this lawsuit.

This percentage of fees is lower than 30% of the total financial benefit to the class, because as a result of this Class Action, Defendants ended the practice of not including bonus wages in the calculation of overtime wages, and stopped the ACP policy (rebates and penalties). It has been paying the additional overtime wages going forward to employed Class Members. After Class Counsel successfully moved the Court to enter judgment against Defendants on September 1, 2017 on behalf of the class, Defendants began paying employees for drive time and time spent cleaning and maintaining tools and equipment (including washing towels) going forward. This settlement is to recover wages and double damages for drive time and time spent cleaning and maintaining tools and equipment (including washing towels) in the statutory period (December 9, 2013 to September 1, 2017).

Subject to approval by the King County Superior Court, Class Counsel will also be reimbursed for the out of pocket expenses spent in prosecuting this Class Action for \$31,455.01 to reimburse them for these costs, and additional costs that will be subject to review and final approval by the Court. Class Counsel have been working on this case since October 2016, but have not received any payment for attorney's fees or reimbursement of for litigation costs.

Settlement Administrator Fees: Class Counsel searched for and selected a Settlement Administrator to efficiently administrate the final payments to the Class. The Settlement Agreement provides for a payment to the Settlement Administrator of up to \$7,000.

Class Fund: The Class Fund is the amount used to compensate eligible Class Members for the wages they allegedly lost, for payroll taxes on these wage payments, and for penalty damages they are allegedly owed under the Washington Wage Statutes, double the amount of withheld wages.

Distribution of Class Fund: Each Class Member who does not submit a valid and timely request for exclusion, will become eligible to receive a settlement payment. Each eligible Class Member will receive a proportional share of the Fund based on the duration of their employment with Defendants, and the estimated number of uncompensated hours worked from December 9, 2013 to the present.

Should any portion of the Class Fund remain unclaimed 180 days after the period specified in the Settlement Agreement for Class Members to receive and cash settlement checks, a second equally apportioned disbursement will be made to Class Members that already cashed their checks, provided that the amount of each check is greater than \$10. If the amount will be less than \$10 each, half of the remaining funds will be disbursed by the Settlement Administrator to the Legal Foundation of Washington, and the other half to the Washington Unemployment Law Project.

Tax Treatment of Settlement Payments: One-half (50%) of each award to a Class Member will be treated as wages and subject to normal payroll tax withholdings and payments. The other one-half (50%) of each award to a Class Member will be treated as non-wages on which there will be no tax withholding. **Please consult an accountant regarding the taxes you may owe if you receive money from the settlement.**

Release of Claims: Upon final approval by the Court, Class Members will release Quick & Clear Inc., d/b/a/ AA Window and Gutter Cleaning, and Brett VandenBrink and his marital community from any and all past or present claims, debts, demands, causes of action, liabilities, losses, obligations, interest, attorneys' fees, costs, expenses, damages, exemplary damages, and injuries of every kind, nature and description that were or could have been asserted by Plaintiffs on behalf of Class Members against any Defendant under the Washington Wage Statutes, RCW 46.49 *et. seq.*, 49.48 *et. seq.*, and 49.52 *et. seq.* The Released Claims do not encompass any other employment-related claims.

For the full language of the Release, and to review the entire settlement agreement, and other pleadings and Court Orders filed in this case, please visit: <http://www.blankenshiplawfirm.com/aa-window-and-gutter-cleaning/>

Dismissal of Action: Upon Final Approval, and payment of the Settlement Amount to the Settlement Administrator in accordance with the Settlement Agreement, Class Counsel will move the Court for an Order of Dismissal with prejudice, but will ask the Court to retain jurisdiction to enforce the terms of the Settlement Agreement.

6. How Can I Get A Payment?

Again, there is no further action needed to be eligible to receive a payment.

7. When Will I Get My Payment?

The Superior Court will hold a hearing on **February 9, 2018, at 11:00AM, at the Maleng Regional Justice Center, 401 Fourth Avenue N, Rm 3A, Kent, WA 98032**, to decide whether to approve the Settlement Agreement. If the Court approves the Settlement Agreement, the parties will then have to wait to see if there will be an appeal. This will take 30 days, unless there are no objections filed, in which case, the Settlement Agreement will become final effective immediately. If there is an appeal, it can take up to a year or more to resolve. If there is no appeal, payments will be mailed out within approximately 30-60 days thereafter. Please be patient.

8. Do I Have A Lawyer In This Case?

The Superior Court has approved The Blankenship Law Firm P.S. as Class Counsel, whom the Court determined is qualified to represent you and all Class Members, and has represented you throughout this process as a Class Member. You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your own expense.

9. How Can I Exclude Myself From The Settlement?

If you are a Class Member and wish to opt-out, you must send a request for exclusion in writing, postmarked by no later than 30 days after this Notice was mailed. You may be excluded as a member of the Class by submitting a written request stating "I [your name] hereby request that I be excluded from the Class in the case of *Main and Phelps et al. v. Quick & Clear Inc., d/b/a/ AA Window and Gutter Cleaning, and Brett VandenBrink and his marital community*, King County Superior Court No. 16-2-29685-8 SEA." The request must include your name, your address, and your signature. The letter must be **postmarked** to the Clerk of the Court no later than 30 days after this Notice was mailed, to the Office of the Clerk, King County Superior Court 516 Third Avenue, Seattle, WA 98104.

If you exclude yourself from the Settlement (i.e. opt-out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement, as set out in Section 10 below. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Section 5 above. This means you will retain the right, at your own expense, to pursue any claims you may have against Defendants.

10. If I Do Not Like The Settlement, How Do I Object To It?

Any Class Member who wishes to object to the settlement must file a timely written statement of objection with the Clerk of Court, and mail a copy of that objection with the requisite postmark to Class Counsel and Counsel for Defendants no later than the Objections Deadline of no later than 30 days after this Notice was mailed. The Notice of Objection must state the case name and number; the basis for, and an explanation of, the objection; the name, address, telephone number, and email address of the Class Member making the objection; and a statement of whether the Class Member intends to appear at the Fairness Hearing, either with or without counsel. In addition, any objection must be personally signed by the Class Member and, if represented by counsel, then by counsel. Any Class Member who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the settlement. No Class Member shall be entitled to contest, in any way, the approval of the terms and conditions of the Settlement Agreement, or the Court's Order of Final Approval, except by filing and serving written objections in accordance with the provisions outlined here and also in the Settlement Agreement. Any Class Member who fails to object in the manner prescribed shall be deemed to have waived and shall be foreclosed forever from raising any objections to the settlement.

11. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Fairness Hearing on **February 9, 2018, at 11:00AM, at the Maleng Regional Justice Center, 401 Fourth Avenue N, Rm 3A, Kent, WA 98032** in the courtroom of the Honorable John P. Erlick. At this hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You do not have to come to the hearing.

12. How Do I Get More Information?

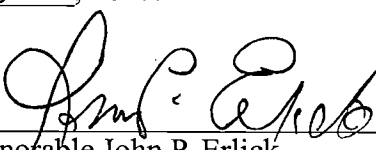
This Notice summarizes the proposed Settlement Agreement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting <http://www.blankenshiplawfirm.com/aa-window-and-gutter-cleaning/>, or writing Class Counsel at BLF@Blankenshiplawfirm.com. Plaintiffs' motion for Final Approval of the Settlement Agreement, including Class Counsel's request for attorneys' fees, costs, settlement administration expenses, and Service Award from Class Representatives, will be available for you to review no later than January 18, 2018, on the website, or by request. You can currently review Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and other pleadings and orders entered in this case on the abovementioned website.

13. Who Is The Settlement Administrator?

Simpluris Class Action Settlement Administration
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

APPROVED AS TO FORM AND CONTENT

SO ORDERED this 19th day of December, 2017.



Honorable John P. Erlick
King County Superior Court