

If you worked for Ideal Services, a Class Action Settlement may affect your rights.

*A Court authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully.*

- This Notice provides information about a proposed class action settlement (“Settlement”) of a lawsuit brought by Richard Williams (“Plaintiff”) against Ideal Services NW, LLC, Ray Salzer, and Cathy Salzer (“Ideal Services” or “Defendants”).
- Plaintiff claims Defendants violated the Washington Minimum Wage Act and the Washington Industrial Welfare Act by failing to compensate its employees for all hours worked and failing to provide meal breaks for its hourly employees.
- Defendants deny any wrongdoing and deny all the allegations in Plaintiff’s Lawsuit. Defendants resolved this case as a business decision to avoid the risk, cost, and inconvenience of litigation.
- Plaintiff and Defendants (the “Parties”) have reached a proposed Settlement and have presented it to the King County Superior Court for approval. If the Settlement is approved, Defendants will pay \$200,000.00 to cover: wage payments to Class Members; Attorneys’ Fees and Costs; administrative fees; and a payment to Plaintiff for his efforts in the case.
- You have the option to participate in the Settlement or not.

SUMMARY OF YOUR RIGHTS AND OPTIONS

DO NOTHING	If you do nothing, you will receive a Settlement Payment. In exchange, you will give up (“release”) any rights to sue Ideal Services separately for any claims relating to unpaid time and meal breaks.
ASK TO BE EXCLUDED	If you ask to be excluded, you will not share in the Settlement funds and you cannot object to any of the terms of the Settlement; however, you will keep any rights you have to sue (or not sue) Ideal Services at your own expense.
OBJECT TO THE SETTLEMENT	If you don’t like the Settlement, you can file an objection and tell the Court why. If the Court approves the Settlement anyway, you will be bound by it.

1. Why am I getting this Notice?

You are receiving this Notice because Ideal Services’ records show that you worked as a non-exempt, hourly employee of Ideal Services at some point between October 2, 2021 and October 11, 2024.

The Court ordered that this Notice be sent to advise you of your rights. If you **want** to participate, you do not need to do anything. You will automatically be a part of the Settlement and will receive a payment. If you **do not want** to participate, you must complete and return the Form attached to this Notice called a “Request to be Excluded.”

2. What is this Lawsuit about?

Plaintiff Richard Williams, a former employee, alleges that Ideal Services failed to compensate its employees for all hours worked and failed to provide legally compliant meal periods. In particular, he alleges that Ideal Services required employees to deduct 30 minutes of drive time in company vans from their hours worked when (1) traveling to a client site directly from home and (2) traveling directly home from a client site. Plaintiff alleges that, as a result, the company chronically undercounted its employees' time and pay. Plaintiff also alleges that Ideal Services failed to provide its employees with meal breaks on shifts greater than five hours, thereby violating Washington law. Defendants deny the allegations in the Lawsuit and deny any wrongdoing.

The Honorable Taki V. Flevaris of the King County Superior Court is overseeing this Lawsuit, referred to as: *Williams v. Ideal Services NW, LLC, et al.*, No. 24-2-22505-6 KNT.

3. What is a class action and who represents me?

A "Class Action" is a lawsuit where one individual brings claims on behalf of a group of other similarly situated "Class Members." In this case, Plaintiff brought claims for unpaid time and missed meal breaks on behalf of himself and other hourly workers for Ideal Services.

Plaintiff is represented by the law firm Schroeter Goldmark & Bender. The Court has determined that these lawyers are qualified to represent the class. If you want to hire your own lawyer, you may do so at your own expense.

4. Am I a Class Member?

As part of the Settlement, the Court has decided that everyone who fits the following description is a Class Member:

All hourly-paid current and former employees who worked for Defendant Ideal Services NW, LLC at any time during the Class Period (Oct. 2, 2021 to Oct. 11, 2024) and who were assigned company vehicles as construction leads, master electricians, certified plumbers, technicians, and similar job classifications and who were disclosed to Class Counsel in Defendants' pay and time records.

5. What are the reasons for the proposed Settlement?

The Court did not decide in favor of the Plaintiff or Defendants in this case. Instead, both sides agreed to a settlement after they exchanged information, conducted their own research, and engaged a neutral mediator to assist with negotiations.

Plaintiff and his attorneys have determined that the Settlement is fair and reasonable and in the best interests of the Class after considering many factors, including the expense, uncertainty, delay of further litigation, and the Defendant's financial status.

Defendants have concluded that further litigation of the case would be burdensome, expensive, and time-consuming. While they deny any wrongdoing, Defendants have agreed to the Settlement to fully resolve the claims against them.

6. What are the terms for the proposed Settlement?

The following is a summary of the terms of the Settlement. A complete copy of the Settlement Agreement is on file with the Clerk of the Court at the King County Superior Court.

Ideal Services agrees to pay a total amount of **\$200,000.00** (the Gross Settlement Fund) to cover the following:

- **Settlement Class Payments.** At least **\$143,650.00** (the Net Settlement Amount) will be paid to Class Members who decide to participate. The Net Settlement Amount will be allocated to participating Class Members on a pro rata basis, based on the unpaid wages and interest Class Counsel calculates is owed to each individual Class Member. The exact amount of the individual payment will depend on how many Class Members participate. For tax purposes, the amounts paid to Class Members will be divided: (i) 25% to back wages, subject to payroll taxes, and reported on a Form W-2; and (ii) 75% to interest and exemplary damages, which is taxable income reported on a Form 1099, but not subject to payroll taxes.

- **Attorneys' Fees and Costs.** If the Court approves it, the Gross Settlement Fund will be used to pay Plaintiff's Attorneys' Fees and Costs at 22% of the Gross Settlement Fund (\$44,000.00). This amount includes Class Counsel's out-of-pocket costs, which are currently around \$4,500.00. Class Counsel has been investigating this Lawsuit since mid-2024 and will continue to work on it through completion, but have not yet received any pay for their services.
- **Class Representative Award.** If the Court approves it, the Gross Settlement Fund will cover an award of up to \$5,000.00 to Plaintiff Richard Williams in recognition of his efforts in serving as a Class Representative.
- **Settlement Administrator Fees.** Finally, if approved, the Gross Settlement Fund will be used to pay \$7,345.00 to an experienced administrator, Atticus Administration, LLC, to handle settlement logistics, such as issuing and mailing checks to each Class Member and processing payroll taxes and tax forms.

7. What is the legal effect of the Settlement?

If the Court approves the Settlement, the Judge will enter a final order dismissing the Lawsuit.

Additionally, Defendants will be "released" from claims that were or could have been brought in the Lawsuit related to unpaid drive time and any related overtime, as well as the alleged failure to provide meal breaks compliant with Washington law, as outlined in Paragraph 14 of the Parties' Settlement Agreement (including any attendant claims for wages, exemplary damages, interest, and Attorneys' Fees and Costs). If you choose to participate in the Settlement and receive a payment, you will be bound by this Release, meaning you will not be permitted to file a separate lawsuit against Defendants for any drive time and meal break claims that accrued between October 2, 2021, and October 11, 2024.

8. What do I need to do to take part in the Settlement? When will I be paid?

If you want to participate in the Settlement, you are not required to do anything. If the Court approves the Settlement at a final hearing, and if no appeal is filed, payments will be mailed in two installments. The first payment will be mailed approximately 30 days after final approval. The second payment will be mailed approximately 395 days after final approval.

9. Can I exclude myself from the Settlement?

Yes. If you **do not want** to participate in the Settlement, you can opt out of the case. If you opt out, you will not receive any payment from the Settlement. You will retain your rights under the law and are free to pursue any possible claims on your own, at your own expense.

If you want to be excluded, you must communicate your decision by using the "Request for Exclusion" Form, attached to this Notice. Your Form must be received by **March 11, 2026**

10. Can I participate in the Settlement, but object to a term of the Settlement?

Yes, you can participate in the Settlement, but still object to some aspect or term of the Settlement. If you wish to do so, you must submit a **written objection** to the Clerk of the Court by **March 11, 2026**. You must also provide a copy of your written objection to:

Andrew Boes
Re: Ideal Services Class Action
Schroeter Goldmark & Bender
401 Union Street, #3400
Seattle, WA 98101
Email: dardeau@sbg-law.com; Phone: 206-622-8000

Any written objection must contain your name, address, phone number, email, and the substance of your objection. If you file a timely objection, you may appear in person at the final hearing (date below) to explain your position. You may hire an attorney at your own expense to represent you at this hearing. Only Settlement Class Members who object to the proposed

Settlement according to these procedures will be permitted to appeal any decision related to the Settlement. Settlement Class Members who fail to present objections in the manner outlined in this Notice will have waived the right to object.

11. Can anyone retaliate against me for participating or excluding myself?

No one is permitted to punish you in any way if you choose to participate in or exclude yourself from this Settlement.

12. When will the Court decide whether to approve the Settlement?

On **April 17, 2026**, at the King County Superior Court in Kent, Washington, the Court will conduct a hearing to determine whether the proposed Settlement is fair, adequate, and reasonable. Attorneys for Plaintiff and Ideal Services will attend.

NOTE: If you wish to attend the hearing you are welcome, but are **not** required to do so. If you wish to **speak** at the hearing, you must notify Class Counsel by April 15, 2026. The date and time of the hearing is subject to change without further notice. Please confirm the date, time, and location with Class Counsel or the Clerk's Office if you wish to attend.

13. How can I obtain more information?

DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS.

Any questions you have concerning this Notice or any changes of name or address may be directed to: 800-281-4505 or IdealServicesClassAction@AtticusAdmin.com.

More details and a full copy of the Settlement Agreement are available at this website <https://www.atticusadmin.com/ideal-services-class-action/>. You may also review a copy of pleadings and other records in this Litigation at any time during regular office hours at the Office of the Clerk, King County Superior Court in Kent, Washington.

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REQUEST TO BE EXCLUDED

Please carefully read the Notice mailed with this Form before you go any further.

Do not fill out this Form if you want to participate in the Settlement and receive a payment.

If you **do not want** to participate in the Settlement and receive a payment, please check the box below, sign and date this Form, and return it to the address listed here. This Form must be mailed or emailed by **March 11, 2026**:

Ideal Services Class Action
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

- ☐ I want to be **excluded** from the Class Action Settlement in the case *Williams v. Ideal Services NW, LLC, et al.*, Case Number 24-2-22505-6 KNT (King County Superior Court).

PRINT NAME:

SIGNATURE:

ADDRESS:

PHONE:

EMAIL:

DATED:

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