



spent donning and doffing gear. The Complaint also alleged Rule 23 class action claims that Defendant violated the Alaska Wage and Hour Act (“AWHA”), 23.10.060, for failure to pay all wages for time donning and doffing gear. Defendant denies these allegations.

2. Defendant moved to compel arbitration of the Action pursuant to Plaintiff’s employment contracts with Defendant and the Dispute Resolution Agreement (the “DRA”) Plaintiff signed pursuant to his employment with Defendant. The Court denied Defendant’s motion, and Defendant appealed to the U.S. Court of Appeals for the Ninth Circuit. The Parties participated in the Ninth Circuit’s Mediation Program. On May 20, 2022, the Ninth Circuit reversed the Court’s denial of Defendant’s motion to compel and remanded with instructions to stay the case and compel arbitration (the “Appellate Decision”). In light of their mediation discussions and the Appellate Decision, the Parties have worked together to reach an agreed settlement of the Action, which is reflected in the terms of this Agreement.

3. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged and contends that, for any purpose other than this Agreement, the Action is not appropriate for class treatment under Rule 23 of the Federal Rules of Civil Procedure or otherwise. The Parties agree, however, that it is appropriate to certify the class for purposes of this Agreement only.

4. Class Counsel represent that they have conducted a thorough investigation into the facts of this Action and have diligently pursued an investigation of the Class Members’ claims against Defendant, including engaging in pre-negotiation investigation, reviewing substantial class data and documents, and researching the applicable law and potential defenses. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable and adequate, and is in the best interests of Class Members in light of all known facts and circumstances, including the risk of protracted litigation, the risk that the Court would not certify a class action, the risk that Plaintiff and Class Members would be required to pursue their respective claims against Defendant through individual arbitrations, Defendant’s other defenses, and other potential appellate issues.

5. Defendant agrees that the Settlement is fair, reasonable and adequate under the circumstances, taking into account litigation risks and costs of defense.

6. This Settlement represents a compromise of materially disputed claims. Nothing in this Settlement is intended to or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit, that Plaintiff's claims are not subject to arbitration, or that Defendant has any liability to Plaintiff or the Class Members on those claims.

7. The entry of Final Judgment in this action shall dismiss with prejudice all claims set forth in the Action, provided that it will also state that the Court retains jurisdiction to enforce the terms of the Settlement.

## **II. DEFINITIONS**

8. "Action" shall mean the civil action currently pending in United States District Court for the Western District of Washington at Seattle, entitled "*Amichai Ohring, individually and on behalf of other similarly situated individuals, Plaintiff, v. UniSea Inc. and Does 1 through 100, inclusive, Defendants,*" Case No. 2:21-cv-00359-TSZ.

9. "Agreement" and "Settlement" shall mean this settlement agreement between the Parties that, with Court approval, provides the terms relevant to the resolution of the Action.

10. "Check Cashing Period" shall mean the 120-day period commencing the date on which the Individual Settlement Payments are mailed to the Class Members. After the 120-day Check Cashing Period, any uncashed proceeds shall be dispersed as set forth in Paragraph 31.

11. "Class Counsel" shall mean Julie C. Erickson, Elizabeth A. Kramer, and Kevin M. Osborne of Erickson Kramer Osborne LLP; Shounak S. Dharap of The Arns Law Firm LLP; and Kim D. Stephens of Tousley Brain Stephens PLLC.

12. "Class Member" shall mean each individual who worked for Defendant as a "seafood processor" at any time during the Class Period (collectively, "Class Members" or "Class"). The Class Members include all persons with unique employee identification numbers identified in the data to be produced by Defendant after the Court's entry of its order granting preliminary approval of this Agreement. There are approximately 1,845 Class Members.

13. "Response Deadline" shall mean the date by which opt out statements and objections must be postmarked and/or received by the Settlement Administrator if any Class Member wishes to opt out of the Settlement or file an objection to the Settlement. The Response Deadline shall be forty-five (45) calendar days from the mailing of the Notice.

14. "Individual Settlement Payment" shall mean the amount of money allocated to each Class Member pursuant to Paragraph 34 of this Agreement.

15. "Class Period" shall mean the period from March 16, 2018, through November 17, 2021.

16. "Class Representative," "Plaintiff," and "Named Plaintiff" shall mean Amichai Ohring, the individual identified as the named Plaintiff in the Complaint.

17. "Court" shall mean the United States District Court for the Western District of Washington at Seattle.

18. "Defendant," "UniSea" or the "Company" shall mean UniSea, Inc., a Washington corporation.

19. "Final Judgment" shall mean the order granting final approval of the Agreement entered by the Court.

20. "Gross Settlement Amount" shall mean the all-inclusive settlement amount of Six Hundred Thousand Dollars (\$600,000) that Defendant will be obligated to pay in connection with the Settlement. Defendant shall also pay, on top of and in addition to the Gross Settlement Amount, the employer-side portion of the payroll taxes (i.e., the employer's portion of the payroll taxes) on the wage component of all Class Members' Individual Settlement Payments. From the Gross Settlement Amount will be deducted all costs incurred in connection with the Settlement, including: Plaintiff's Class Representative Service Award not to exceed Five Thousand Dollars (\$5,000); Class Counsels' attorneys' fees and expenses, including all attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Agreement, attending to the administration of the Settlement, and obtaining a dismissal of the Action (not to exceed 30% of the Gross Settlement Amount, i.e., One Hundred Eighty Thousand

Dollars (\$180,000) in fees, and up to Five Thousand Dollars (\$5,000) in litigation costs); and the Settlement Administrator's actual fees and expenses (total Settlement Administration fees and expenses are estimated to be no more than Twenty Thousand Dollars (\$20,000)). The amount remaining in the Gross Settlement Amount after all applicable deductions shall be referred to as the "Net Settlement Amount." The Net Settlement Amount will be paid out to the Class Members who do not opt out of the Settlement following notice based on the distribution formula set forth in this Settlement Agreement. The Net Settlement Amount shall be distributed on a "checks cashed" basis, which means that no claim form shall be necessary, but checks shall automatically be sent to all Class Members who do not elect to opt-out of the Settlement.

21. "Net Settlement Amount" shall have the meaning described in "Gross Settlement Amount," above.

22. "Hours Worked" shall mean the total number of hours a Class Member worked for Defendant during the Class Period.

23. "Notice" shall mean the Notice of Class Action Settlement, substantially in the form attached hereto as **Exhibit A**. It is the Notice, approved by the Parties and subject to Court approval, which the Settlement Administrator will mail to each Class Member explaining the terms of the Settlement and the Class Member's estimated Individual Settlement Payment.

24. "Participating Class Members" shall mean all Class Members other than those who timely and properly elect not to participate in the Settlement by submitting a written and valid Opt Out form.

25. "Parties" shall mean Plaintiff and Defendant, and "Party" shall mean any one of the Parties.

26. "Opt Out" refers to the process by which a Class Member may timely submit a written notice to the Settlement Administrator to exclude himself or herself from the Settlement, as well as to prevent the release of his/her claims raised in this Action.

27. "Settlement Administrator" shall mean the administrator that the Parties mutually select to perform the duties set forth in this Agreement, subject to the Court's approval.

28. "Settlement Effective Date" shall mean the date by which the Court has entered Final Judgment as to this Agreement.

### **III. TERMS OF SETTLEMENT**

29. The Parties agree that, with the Court's approval, the Court shall certify a class solely for the purpose of implementing the terms of this Settlement.

30. Gross Settlement Amount: The Gross Settlement Amount under this Agreement is Six Hundred Thousand Dollars (\$600,000), as defined above.

31. Distribution of Net Settlement Amount: Participating Class Members (i.e., those who do not timely and validly Opt Out) will receive a check pursuant to this Settlement as set forth under Paragraph 34. If any Participating Class Members do not cash their checks within the 120-day Check Cashing Period, any amounts associated with those Class Members' uncashed checks will be distributed via a second round of settlement checks ("Second Distribution") in accordance with the terms of Paragraph 37. If there are any remaining funds in the Net Settlement Amount twelve (12) months after the Effective Date, the Settlement Administrator shall remit those funds to the Legal Foundation of Washington. If any Class Members opt-out of the Settlement, their portion of the Net Settlement Amount shall remain in the Net Settlement Amount.

32. Class Counsel's Attorneys' Fees and Costs: Class Counsel will seek Court approval of an award of attorneys' fees, to be paid out of the Gross Settlement Amount, in an amount that does not exceed 30% of the Gross Settlement Amount (i.e., One Hundred Eighty Thousand Dollars (\$180,000)), plus up to Five Thousand Dollars (\$5,000) in litigation costs. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to their awarded fees and costs. Defendant retains the right to object or comment on Class Counsel's application for attorneys' fees and litigation costs.

33. Class Representative Service Award: Plaintiff may apply to the Court for a Class Representative Service Award not to exceed Five Thousand Dollars (\$5,000) to the Class Representative, to be paid out of the Gross Settlement Amount. The Settlement Administrator will

issue to the Class Representative a Form 1099 with respect to the Class Representative Service Award.

34. Distribution to Class Members: Distribution of the Net Settlement Amount shall be made by the Settlement Administrator as follows:

a. After deductions of Court-approved Class Counsel attorneys' fees and expenses, the Class Representative Service Award, and the estimated payment for the services of the Settlement Administrator, the remainder of the Gross Settlement Amount (i.e., the Net Settlement Amount) shall be available to be distributed to the Participating Class Members.

b. Defendant shall provide data to Class Counsel and the Settlement Administrator reflecting each Participating Class Member's number of Hours Worked during the Class Period. Defendant shall provide the foregoing data to Class Counsel and the Settlement Administrator within thirty (30) days after the Court's entry of its order granting preliminary approval of this Agreement. Any data provided to Class Counsel or the Settlement Administrator pursuant to this Agreement shall be used solely for the purposes of administering this Settlement and not for any other purpose. Class Counsel and the Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any persons or entities except as required by this Agreement, law, or Court order.

c. Participating Class Members will be paid as follows based upon the information provided to the Settlement Administrator by Defendant:

i. Each Participating Class Members' total Hours Worked will be divided by the sum total of all Participating Class Members' Hours Worked during the Class Period. This calculation will result in a percentage figure for each Participating Class Member, which will then be multiplied by the Net Settlement Amount, with the resulting figure being paid to the Participating Class Member. The results of

the foregoing calculations for each Participating Class Member shall be referred to as an Individual Settlement Payment (or collectively, the Individual Settlement Payments).

35. Allocation of Individual Settlement Payments Between Wages and Non-Wages: Seventy percent (70%) of each Individual Settlement Payment will represent wages allegedly owed and will be subject to required legal deductions and reported on a Form W-2. Thirty percent (30%) of every Individual Settlement Payment will represent alleged non-wage penalties, liquidated damages, and interest and will be reflected on a Form 1099. One hundred percent (100%) of the Service Award will be allocated to non-wages. The W-2s and 1099s will be prepared by the Settlement Administrator.

36. Settlement Payment Date: Within twenty (20) days after the Settlement Effective Date, Defendant shall fund the Settlement. Within thirty (30) days after the Settlement Effective Date, the Settlement Administrator shall mail the Individual Settlement Payments to eligible Participating Class Members; pay the appropriate taxes to the appropriate taxing authorities; make payment of Court-approved attorneys' fees and costs to appropriate counsel; and make payment of the Class Representative Service Award approved by the Court.

37. In the event that any Individual Settlement Payment checks are not cashed within the Check Cashing Period, those amounts will be distributed to the Participating Class Members (1) who received initial payments in excess of \$100 and (2) who cashed their initial settlement check, via a second round of settlement checks in a pro-rata amount ("Second Distribution").

38. **Qualified Settlement Fund.**

- a. The Settlement Administrator will cause to be established and maintained a Qualified Settlement Fund to be designated the *Ohring v. UniSea* QSF ("QSF"). The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1 et seq., and will be administered by the Settlement Administrator in accordance with the terms of this Agreement and in such a



manner as to qualify and maintain the qualifications of the QSF under the aforementioned Code sections. The monies to establish, maintain, and fund the QSF will be part of the Settlement Administration fees, which will be paid exclusively from the Gross Settlement Fund.

- b. The Settlement Administrator will comply with all applicable tax filings, withholdings, payments, and reporting requirements of the QSF, including those required by the Code and applicable regulations thereunder. The Settlement Administrator will timely inform Defendant of any federal or state tax payment or filing obligations associated with or arising out of payments made by the QSF, although the Settlement Administrator shall be the one to make such payments.
- c. No later than ten (10) days after the Settlement Effective Date, the Settlement Administrator will tender a report to Defendant's counsel containing the amount of Defendant's portion of the payroll taxes on the Individual Settlement Payments to be paid by Defendant to the Settlement Administrator, who shall remit such taxes to the appropriate taxing authorities on behalf of Defendant. No later than twenty (20) days after the Settlement Effective Date, Defendant will send the Gross Settlement Amount and the employer's share of payroll taxes to the Settlement Administrator for deposit in the QSF.

#### **IV. NOTICE TO CLASS MEMBERS**

39. Within thirty (30) days after the Court's entry of its order granting preliminary approval of this Agreement, Defendant will provide the Settlement Administrator with the following information for each Class Member: (1) name, (2) employee ID number, (3) last known address (if any), (4) last known phone number (if any), (5) last known email address (if any), and (6) the number of Hours Worked during the Class Period for the Class Members. Defendant will also identify which Class Members are currently working for Defendant in Alaska at the time (if any).

40. The Settlement Administrator will use reasonable tracing to verify the accuracy of the addresses before the initial mailing to ensure that the Notice is sent to Class Members at the addresses most likely to result in prompt receipt. It will be conclusively presumed that if an envelope so mailed has not been returned within thirty days of the mailing that the Class Member received the Notice. With respect to envelopes returned as undeliverable, the Settlement Administrator will use reasonable diligence to obtain a current address and re-mail the envelope to such address. For those Class Members identified as currently working for Defendant in Alaska, the Settlement Administrator will mail the Notices to Defendant's facility.

41. Class Counsel shall provide the Court, at least five (5) business days prior to the final approval hearing, a declaration by the Settlement Administrator specifying the due diligence it has undertaken with regard to the mailing of the Notice.

**V. CLASS NOTICE DISSEMINATION PROCESS**

42. The Notice distributed to Class Members, substantially in the form attached hereto as Exhibit A, or as otherwise approved by the Court, shall be sent by the Settlement Administrator to each Class Member by first-class mail within fifteen (15) calendar days after the Settlement Administrator receives the information from Defendant as set forth above in paragraph 39.

43. The Notice will explain that the Class Members who wish to receive their portion of the Settlement do not need to do anything. Each Participating Class Member will be bound for purposes of the Settlement in this Action by the releases set forth in this Agreement.

44. Class Members shall have forty-five (45) calendar days from the mailing of the Notice to opt out of the Settlement (the Response Deadline). A Class Member who has opted out shall have no standing to object to the Settlement and will not be entitled to be heard at the Final Approval Hearing.

45. Plaintiff has agreed not to opt out or otherwise exclude himself from the Settlement Class.

46. Opt-Out Provisions: The Notice shall inform Class Members how they may opt out of the Settlement. Any Class Member who properly requests to opt-out will not be entitled to

receive an Individual Settlement Payment and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Prior to the Response Deadline, any Class Member who has elected to opt-out may withdraw that election by notifying the Settlement Administrator in writing that he or she wishes to be a Participating Class Member.

47. Objections and opt-outs delivered to the Settlement Administrator by mail must be postmarked by the Response Deadline and sent via postage pre-paid U.S. first-class mail. If delivered by means other than mail, they must be received by the Settlement Administrator on or before the Response Deadline. Any objections to the Settlement must be in writing and signed by the Class Member. Any objection to the Settlement that is (1) not postmarked by the Response Deadline, (2) not received by the Settlement Administrator by the fifth (5<sup>th</sup>) calendar day after the Response Deadline; (3) not received by other means by the Settlement Administrator by the Response Deadline; or (4) not signed by the Class Member is not considered a valid objection. The Settlement Administrator shall forward any objections received to counsel for all Parties within one (1) business day of receipt, and Class Counsel shall file the objections and any responses thereto with the Court prior to the final approval hearing. Class Counsel and Defendant's Counsel may, but need not, mutually agree in their respective sole discretion to accept late-filed objections that are received prior to the Effective Date.

48. Class Members who fail to submit a valid and timely request to opt out shall be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval from the Court.

49. The Settlement Administrator shall provide updates to Class Counsel and Defendant's counsel every week with (1) a copy of all communications sent to Class Members; (2) the number of undeliverable Notices; (3) the number of any opt-outs; and (4) any disputes by Class Members. The Settlement Administrator shall provide the opt-outs submitted to Class Counsel and Defendant's counsel.

50. Within fifteen days (15) after the Response Deadline, the Settlement Administrator will provide to Class Counsel and Defendant's Counsel a declaration including a statement of due

diligence, proof of mailing of the Notice to the Class Members, and a statement as to the number of opt-outs received. Class Counsel shall provide this information to the Court within its Motion for Final Approval of Settlement.

51. For purposes of computing the Individual Settlement Payments initially for purposes of sending the Notice, the Settlement Administrator shall use the estimated employee-portion of payroll taxes. For purposes of computing the Individual Settlement Payments after the Final Approval Hearing, the Settlement Administrator shall use the actual employee-portion of payroll taxes in computing each Individual Settlement Payment. In calculating the Individual Settlement Payments, the Settlement Administrator shall assume 100% participation of the Class. The Notice shall advise Class Members that their Individual Settlement Payment is an estimate based on 100% participation, and that the actual amount payable to each Class Member may be higher or lower depending on various factors, such as the number of opt-outs and the Court's rulings on other matters. The Notice shall advise Class Members of the percentage split between the taxable (W-2) and non-taxable (1099) portions of their Individual Settlement Payments, and that Class Members should seek independent tax advice about the tax consequences of their Individual Settlement Payments.

52. The Settlement Administrator shall be responsible for issuing and mailing the checks for the Individual Settlement Payments to the Participating Class Members.

53. The Settlement Administrator shall be responsible for distributing the payments pursuant to this Settlement, and for paying the applicable taxes to the appropriate taxing authorities. The Settlement Administrator will submit to Class Counsel for filing with the Court proof of all payments made from the Gross Settlement Amount and will serve all counsel with a copy of the same within sixty days of the Settlement Effective Date.

54. **Taxes.**

- a. It is each Participating Class Member's obligation to pay the employee's share of appropriate federal, state, and local income taxes on all payments that lawfully qualify as income. The Settlement Administrator will be

responsible for calculating, withholding, and depositing or remitting the required amounts for federal, state, and local income taxes on all payments representing back wages, and the employees' share of FICA and Medicare. The Settlement Administrator will be responsible for preparing and distributing all appropriate tax forms associated with payments made by the Settlement Administrator, including, as appropriate, IRS Form W-2 and IRS Form 1099-MISC.

- b. The Settlement Administrator will be responsible for calculating and paying applicable Federal Unemployment Tax Act ("FUTA"), State Unemployment Tax Act ("SUTA"), and the employer's share of FICA and Medicare on all Individual Settlement Payments representing back wages and will remit those payments to the appropriate taxing authorities and will give Defendant reasonable notice of such payments. Defendant will be responsible for funding the QSF to pay the employer's share of all payroll taxes in accordance with Paragraphs 20 and 38(c) above.

## **VI. RELEASE OF CLAIMS**

55. Released Claims by Class Representative: In consideration of the awarded Class Representative Service Award and the other terms and conditions of the Settlement, and understanding that there is a bona fide dispute regarding wages Plaintiff may be owed, among other things, Plaintiff irrevocably releases and discharges Defendant and all of its agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, members, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies, related corporations related partnerships (defined as a company or corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers, affiliates, and alter-egos, and all of their respective past, present, and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns

(collectively, the “Released Parties”) from all known and unknown claims, causes of action, charges, promises, or similar rights of any type that they may have with respect to any of the Released Parties arising directly or indirectly from the facts that were alleged or could have been alleged in the Action during the Class Period (collectively, the “Released Claims”). The Released Claims may arise under many different foreign, domestic, national, state, or local laws (including statutes, regulations, other administrative guidance, and common law doctrines), such as federal and state anti-discrimination statutes, and other laws such as those providing recourse for alleged wrongful discharge, tort, personal injury, emotional distress, fraud, negligence, defamation, and similar or related claims, as well as those related to compensation, pay deductions, tax treatment of earnings, wage disputes of any nature (including those pursuant to the Fair Labor Standards Act and the Alaska Wage and Hour Act (“AWHA”)), penalties, liquidated damages, punitive damages, attorneys’ fees, benefits, and family and medical leave rights. Plaintiff’s release includes all claims that were made, or could have been made, against the Released Parties in the Action. This Release does not release any claims that the law does not permit Plaintiff to release.

56. Released Claims by Participating Class Members: In consideration of their Individual Settlement Payments and the other terms and conditions of the Settlement, and recognizing that there is a bona fide dispute regarding wages owed, among other things, each Participating Class Member (including the named Class Representative) will irrevocably release and discharge the Released Parties, including Defendant, from all Released Claims. This Release does not release any claims that the law does not permit each Participating Class Member to release. Each Participating Class Member is responsible for appropriately reporting the proceeds received as a result of this Release on his or her taxes and agrees to indemnify and hold harmless the Released Parties with respect to any dispute arising from or related to such reporting.

57. All Participating Class Members who cash their Individual Settlement Payment check will be deemed to have opted in to the FLSA claim in this Action by negotiating their checks. The checks the Settlement Administrator issues to Participating Class Members shall contain the following additional notice on the back of the check:

I understand that I have up to 120 days from the date I was mailed this Settlement Check to sign and cash this check. By cashing this check, I consent to join the Fair Labor Standards Act claim in the lawsuit *Ohring v. UniSea, Inc.*, No. 2:21-cv-00359-TSZ, pending in the United States District Court for the Western District of Washington, I agree to be represented by Class Counsel, and I agree to be bound by the Agreement in that lawsuit. By cashing this check, I release the Released Claims against the Released Parties in accordance with the Notice that I received in that lawsuit.

Alteration, redaction, or deletion of this notice on the check shall not affect the release.

58. Any Participating Class Member who does not timely opt out and who does not cash their check will be deemed to have released all Released Claims against the Released Parties with the sole exception of their FLSA claim (the "Limited Release").

59. Plaintiff and each Participating Class Member agree to indemnify and hold harmless the Released Parties from and against any and all loss, cost, damage, or expense (including without limitation, attorneys' fees, interest, assessments, and penalties) arising out of any dispute over the tax treatment of any of the proceeds received by Plaintiff as a result of this Release.

60. Additional Attorneys' Fees Released by Class Counsel: In consideration for their Court-approved attorneys' fees and expenses, Class Counsel waives any and all claims to any further attorneys' fees or costs in connection with the Action.

## **VII. CONFIDENTIALITY**

61. Class Counsel and Plaintiff agree they will not issue any press releases, initiate any contact with the press, or initiate any communications with the press regarding the settlement amount.

62. Plaintiff and Class Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the settlement amount. Class Counsel may make factually accurate statements regarding the existence of the settlement on its website.

63. Any communication about the settlement amount by Class Counsel or Plaintiff prior to the Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming court filing and Court-approved Notice.

64. Defendant shall have the right to rescind this Settlement, rendering it null and void, if Plaintiff or Class Counsel violate the obligations in this Section VII.

**VIII. NO EFFECT ON OTHER BENEFITS**

65. The Parties agree that the calculations made regarding the Settlement amounts and the pro-ration of the same among the Participating Class Members are for purposes of this Settlement only and do not give rise to any other rights under any benefit plans or otherwise.

66. Payments under this Settlement shall not be considered compensation under any of Defendant's employee benefit plans.

**IX. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

67. Cooperation: The Parties and their counsel agree to cooperate and take all reasonable steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and to dismiss the Action with prejudice. The Parties further agree that neither they nor their counsel will solicit or otherwise encourage Class Members to object to or Opt Out of the Settlement.

68. Fair, Reasonable, and Adequate Settlement: The Parties agree that the Settlement is fair, reasonable, and adequate, and will so represent to the Court.

69. Unopposed Motion for Preliminary Approval of Settlement: Class Counsel will move the Court for an Order Granting Preliminary Approval of the Settlement and Notice substantially in the following form, which Defendant shall not oppose:

- a. Setting a date for a final approval hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the Class;
- b. Approving as to form, content, and distribution of the proposed Notice;
- c. Directing the mailing of the Notice to the Class Members;
- d. Preliminarily approving the Settlement;
- e. Preliminarily certifying a class consisting of Plaintiff and Class Members for purposes of settlement only;



- f. Approving Julie C. Erickson, Elizabeth A. Kramer, Kevin M. Osborne, Robert S. Arns, Jonathan E. Davis, Shounak S. Dharap, Kim D. Stephens, and their respective law firms as Class Counsel; and
- g. Approving an administrator agreed to by the Parties as the Settlement Administrator.

**X. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

70. Following final approval of the Settlement by the Court, Class Counsel will submit a proposed Final Judgment substantially in the following form:

- a. Certifying a Class consisting of Plaintiff and Participating Class Members for purposes of settlement only;
- b. Approving the Settlement, adjudging the terms to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- c. Approving the Class Representative Service Award to the Named Plaintiff;
- d. Approving the payment of attorneys' fees and expenses to Class Counsel; and
- e. Dismissing the Action on the merits and with prejudice and permanently barring all Participating Class Members and Plaintiffs from prosecuting any and all Released Claims, as set forth above.

**XI. OTHER TERMS OF SETTLEMENT**

71. Parties' Authority: The respective signatories to the Agreement represent that they are fully authorized to enter into this Agreement and bind the respective Parties to the terms and conditions of this Agreement.

72. Mutual Full Cooperation: The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and taking such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise,

to effectuate the terms of this Agreement. As soon as practicable after execution of this Agreement, Class Counsel shall, with the cooperation of Defendant and its counsel, take all steps necessary to secure the Court's Final Judgment.

73. No Prior Assignment: The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Agreement.

74. No Admission: Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies any such liability. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

75. This Agreement is a settlement document protected by Federal Rule of Evidence 408. This Agreement is inadmissible on behalf of either Party in any proceeding as evidence to prove or disprove the validity or amount of a disputed claim or to impeach by a prior inconsistent statement or a contradiction. This Agreement is admissible for other purposes, such as proving a witness's bias or prejudice, negating a contention of undue delay, or proving an effort to obstruct a criminal investigation or prosecution.

76. Enforcement Actions: In the event that one or more of the Parties institutes any legal action against any other party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this 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 and costs, incurred in connection with any enforcement actions.

77. Notices: Unless otherwise specifically provided, all notices, demands or other communications shall be in writing and shall be deemed to have been duly given as of the fifth business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Class:

Julie C. Erickson  
Elizabeth A. Kramer  
Kevin M. Osborne  
Erickson Kramer Osborne LLP  
44 Tehama Street  
San Francisco, CA 94105

To Defendant UniSea, Inc.:

Richard J. Omata  
J. Derek Little  
Karr Tuttle Campbell  
701 Fifth Avenue, Suite 3300  
Seattle, WA 98104

78. Voiding the Agreement: If this Agreement is not approved, or if the Court's Final Judgment is materially modified on appeal, then this Agreement will become null and void, no payment under this Agreement will be made, and the Agreement shall not be used nor be admissible in any subsequent proceeding either in this Court or in any other Court or forum, nor shall there be any certification of the Class, as it is being requested here solely for the purposes of this Settlement. If the Agreement is rendered void or unenforceable for any reason, the Parties agree that the Action will proceed to arbitration pursuant to the Appellate Decision. If there is any reduction in the attorneys' fee award and/or costs requested, such reduction may be appealed as set forth below but is not a basis for rendering the Agreement voidable and unenforceable.

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

80. Captions and Interpretations: Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision.

81. Modification: This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties, and approved by the Court.

82. Entire Agreement: This Agreement and its Exhibit constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representation or terms will modify, vary, or contradict the terms of this Agreement.

83. Binding on Assigns: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

84. Class Counsel Signatories: The Parties agree that it is impossible or impractical to have each Class Member execute this Agreement. The Notice will advise all Class Members of the binding nature of the release. Excluding only the Class Members who submit a timely and valid Opt Out, the Notice shall have the same force and effect as if this Agreement were executed by Plaintiff and each Class Member with regard to the Release of Claims recited in Section VI, paragraphs 54 (Plaintiff) and 55 (Class Members).

85. Counterparts: This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, either by original signature, facsimile signature, or electronic Docu-Sign signature, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

86. Choice of Law: This Agreement will be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Washington, both in its procedural and substantive aspects, and the continuing jurisdiction of the United States District Court for the Western District of Washington. This Agreement will be construed as a whole according to its fair meaning and intent and not in favor of any Party, regardless of who drafted or was principally responsible for drafting the Agreement or any specific term or condition thereof.

87. Right of Appeal: The Parties agree to waive all appeals from the Court's Final Judgment of this Agreement unless the Court materially modifies the Settlement; provided, however, that Plaintiff may appeal any reduction in the requested amount of attorneys' fees, costs, or Class Representative Service Award.

88. Class Certification: The Parties agree that the stipulation of class certification is for the purposes of this Agreement only and if for any reason the Agreement is not approved, the Agreement will be of no force or effect, the class will not be certified, and no payment will be made. The Parties agree that certification for settlement purposes is in no way an admission that class certification is proper or that the Court has jurisdiction over the Action and that evidence of this stipulation for settlement purposes only will not be deemed admissible in this or any other proceeding. If the Agreement is not approved, the Parties agree that the Action will proceed to arbitration pursuant to the Appellate Decision.

89. Right of Revocation: In the event that more than 5% of the Class Members opt out of the Settlement, Defendant has the right to void the Agreement. The Settlement Administrator will notify Defendant of the total number of opt-outs within Fourteen (14) days after the Response Deadline for the submission of Opt Outs. Defendant shall have Ten (10) days thereafter to notify the Settlement Administrator and Class Counsel of its election to void the Agreement, after which the option to revoke shall be waived.

90. No Retaliation: Defendant agrees that it will not engage in discrimination or retaliation of any kind against the Class Representative as a result of filing this action, or for giving testimony, assistance, or participating in any manner in an investigation, proceeding, or hearing pursuant to this action, or any Class Member for choosing to participate or not participate in this Settlement.

*[Signature Page to Follow]*

DATED April 6, 2023.

**COUNSEL FOR PLAINTIFF AND  
SETTLEMENT CLASS MEMBERS**

/s/ \_\_\_\_\_

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**NAMED PLAINTIFF**

/s/ \_\_\_\_\_

Amichai Ohring

**COUNSEL FOR DEFENDANT  
UNISEA, INC.**

/s/  \_\_\_\_\_

**Karr Tuttle Campbell**


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**DEFENDANT UNISEA, INC.**

/s/  \_\_\_\_\_

Chris Plaisance  
Vice President, Corporate Affairs  
UniSea, Inc.

**COUNSEL FOR PLAINTIFF AND SETTLEMENT CLASS MEMBERS**

DocuSigned by:  
  
/s/ \_\_\_\_\_  
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**COUNSEL FOR DEFENDANT UNISEA, INC.**

/s/ \_\_\_\_\_

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**NAMED PLAINTIFF**

DocuSigned by:  
  
/s/ \_\_\_\_\_  
12980CAF48942A...  
Amichai Ohring

**DEFENDANT UNISEA, INC.**

/s/ \_\_\_\_\_  
Chris Plaisance  
Vice President, Corporate Affairs  
UniSea, Inc.

EXHIBIT A\_\_\_

Questions? Call the Settlement Administrator Toll Free at 1-8xx-xxxx

**NOTICE OF CLASS ACTION SETTLEMENT**

**THIS NOTICE MAY AFFECT YOUR RIGHTS  
PLEASE READ IT CAREFULLY**

**I. WHY SHOULD I READ THIS NOTICE?**

The purpose of this Notice is to inform you of the potential resolution of a class action lawsuit entitled “*Amichai Ohring, individually and on behalf of other similarly situated individuals, Plaintiff, v. UniSea, Inc. and Does 1 through 100, inclusive, Defendants.*” The case is designated as Case No. 2:21-cv-00359-TSZ, and is currently pending in United States District Court for the Western District of Washington at Seattle. The Action alleges that UniSea, Inc. (“UniSea” or the “Company”) did not comply with federal or Alaska State wage and hour law with respect to time seafood processors spent donning and doffing gear. The lawsuit contains two causes of action: (1) violation of the Fair Labor Standards Act, and (2) violation of the Alaska Wage and Hour Act. UniSea denies all wrongdoing.

On April [REDACTED], 2023, the parties reached a provisional settlement in this matter, which means the ultimate settlement (“Settlement”) is subject to Court approval. On [REDACTED], 2023, the Court issued an order preliminarily approving the settlement and certifying a settlement class. The Court has not expressed any opinion as to the validity of the claims raised in this case and had not ruled on any of the causes of action prior to the parties’ agreement to settle. UniSea maintains that it complied with applicable law, and that employees have been fully paid all wages due. There is, therefore, a *bona fide* dispute regarding whether or not additional wages are owed to the class members.

**YOUR RIGHTS MAY BE AFFECTED BY THIS ACTION** because, according to UniSea’s records, you are a member of the settlement class. The settlement class includes all individuals who worked for Defendant as a seafood processor at any time from March 16, 2018 through November 17, 2021 (collectively, “Class Members” or “Class”).

**BASED ON YOUR HOURS WORKED DURING THE CLASS PERIOD, YOUR ESTIMATED SHARE OF THE SETTLEMENT IS: \$ [REDACTED]. THE FINAL AMOUNT MAY BE HIGHER OR LOWER BASED ON OPT-OUTS, RULINGS OF THE COURT RELATED TO FEES, COSTS, AND THE SERVICE AWARD, AND OTHER FACTORS.**

**II. WHAT WILL I RECEIVE FROM THE SETTLEMENT?**

The following are aspects of the Settlement preliminarily approved by the Court:

- UniSea will pay a Gross Settlement Amount of \$600,000 which will include, among other things: (1) payments to the Participating Class Members (i.e., those Class Members who do not submit a request to be excluded from the Settlement); (2) Class Counsel’s attorneys’ fees (up to 30% of the Gross Settlement Amount, i.e., \$180,000) and costs (up to an additional \$5,000), subject to Court approval; (3) service payment to the Class Representative of up to \$5,000, subject to Court approval; and (4) Settlement administration costs (estimated to be no more than \$20,000). UniSea will also pay, on top of and in addition to the Gross Settlement Amount, the employer-side portion of the payroll taxes (i.e. the employer’s portion of the payroll taxes) on the wage component of all Class Members’ Individual Settlement Payments.



## EXHIBIT A\_\_\_

Questions? Call the Settlement Administrator Toll Free at **1-8xx-xxxx**

- Individual Settlement Payments will be distributed to all Class Members except for those who elect to opt-out of the Settlement per the terms in Section IV.D. below.
- All Class Members who do not formally opt-out of the Settlement will release Unisea from any and all liability for claims arising directly or indirectly from the facts alleged in the Action during the Class Period, as set forth in Section III.A.
- Each Participating Class Member's Individual Settlement Payment will be based on a formula which subtracts from the Gross Settlement Amount those litigation costs, attorneys' fees, the service awards, and the Settlement Administrator's costs, as approved by the Court. The remaining amount (the "Net Settlement Amount") will be divided among the Participating Class Member's as follows:
  - Each Participating Class Member's Hours Worked during the Class Period will be divided by the sum total of all Participating Class Members' Hours Worked during the Class Period. This calculation will result in a percentage figure for each Participating Class Member, which will then be multiplied by the Net Settlement Amount, with the resulting figure being paid to the Participating Class Member (subject to applicable tax withholdings).
  - The result of the foregoing calculations for each Participating Class Member is referred to as an Individual Settlement Payment.
- Seventy percent (70%) of each Individual Settlement Payment will be treated as wages, reported on a W-2 basis, and will be subject to normal payroll deductions. Thirty percent (30%) will be treated as payment for penalties and interest and will be reported on a 1099 basis. Participating Class Members are encouraged to seek independent advice regarding the tax consequences of their settlement awards.
- No employee benefit shall increase or accrue as a result of any payment made in connection with this Settlement.

### III. WHAT IS THE EFFECT OF THE SETTLEMENT?

#### A. Release of Claims.

All Participating Class Members, understanding that there is a *bona fide* dispute regarding wages they may be owed, among other things, will irrevocably release and discharge UniSea and all of its agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, members, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies, related corporations related partnerships (defined as a company or corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers, affiliates, and alter-egos, and all of their respective past, present, and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns (the "Released Parties") from all known and unknown claims, causes of action, charges, promises, or similar rights of any type that they may have with respect to any of the Released Parties arising directly or indirectly from the facts that were alleged could have been alleged in the Action during the Class Period, to the fullest extent permitted by law. This Release does not release any claims that the law does not permit each Participating Class Member to release.

If you cash your settlement check, in addition to being a part of the Alaska state law class, you also will be deemed a part of the FLSA collective, your FLSA claims also will be dismissed with prejudice, and you also will fully release and discharge Defendant from all federal law wage and hour claims asserted, or which could have been

EXHIBIT A\_\_\_

Questions? Call the Settlement Administrator Toll Free at 1-8xx-xxxx

asserted, in the Action for the Class Period.

The release of claims recited in this paragraph shall not apply to Class Members who timely and properly submit a written Opt Out form, as described below. If you submit a written Opt Out form, you will not release any claims and you will not receive any settlement award from this case.

Each Participating Class Member is responsible for appropriately reporting the proceeds received as a result of this Settlement on his or her taxes, and agrees to hold the Released Parties harmless with respect to any dispute arising from or related to such reporting.

If you are a Class Member as defined by this Settlement and you do not elect to exclude yourself through a valid and timely submitted written Opt Out form, you will be deemed to have entered into this release with respect to the Alaska state law claims, even if you do nothing at all. If you cash your check, you will also be deemed to have entered into this release with respect to the FLSA claims.

**B. Payment to Participating Class Members.**

If you do not elect to opt out of the Settlement, you qualify to receive payment under the Settlement and a check will be mailed to you.

**IV. WHAT ARE MY RIGHTS?**

**A. You May Participate in the Settlement.**

If you wish to participate in the Settlement, you do not need to do anything at this time. If your address or phone number has changed or will change, please be sure to update the Settlement Administrator at the following address:

Claims Administration Center  
c/o [REDACTED]  
[Settlement Administrator]  
[ADDRESS]

**B. You May Object to the Settlement or Any Part of It.**

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement—the Court can only approve or reject the Settlement the parties have reached. If you opt out of the Settlement (see next section), you cannot object to the Settlement.

If you wish to object to the Settlement, you must do so in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections must: (a) list the objecting Class Member's name, address, email address, and telephone number; (b) identify the case name (Ohring v. Unisea, Inc.); (c) state with specificity the grounds for the objection; (d) state whether the objecting Class Member intends to personally appear at the Final Approval

EXHIBIT A\_\_\_

Questions? Call the Settlement Administrator Toll Free at 1-8xx-xxxx

Hearing; (e) include the name and contact information of all attorneys representing or assisting the objecting Class Member; (f) submit the objection to the Settlement Administrator at the below address, on or before \_\_\_\_\_, 2023:

Claims Administration Center  
c/o \_\_\_\_\_  
[Settlement Administrator]  
[ADDRESS]

**YOUR OBJECTION WILL BE FILED WITH THE COURT BY COUNSEL FOR THE PARTIES, AND THE COURT WILL TAKE YOUR OBJECTION INTO CONSIDERATION. IF THE COURT GRANTS FINAL APPROVAL, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.**

**C. You May Opt Out from This Settlement.**

If you wish to be excluded from the class and from the Settlement (i.e., “opt out”), which means you preserve your rights to sue on your own (or take no legal action at all) and you will receive no settlement share in this case, you must complete and mail a written Opt-Out form to the Settlement Administrator. Your Opt-Out form must be postmarked no later than \_\_\_\_\_, 20\_\_\_\_. The Opt-Out form must contain your name, signature, the last four digits of your social security number, and the following statement:

**I have received the Notice of Class Action Settlement of the Action titled *Amichai Ohring, individually and on behalf of other similarly situated individuals, Plaintiff, v. UniSea Inc. and Does 1 through 100, inclusive, Defendants*, Case No. 2:21-cv-00359-TSZ, United States District Court for the Western District of Washington at Seattle. I wish to opt out of the Settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any payment from the Settlement approved by the Court in the Action.**

If you timely request exclusion from the class, you will (1) be excluded from the class; (2) not be bound by any determination or judgment entered in this litigation; (3) not be bound by the release; and (4) not receive a portion of the Settlement.

The full Settlement Agreement and other key documents from the Action are available for review on the Settlement Website at [URL].

**V. WHO REPRESENTS THE PROPOSED SETTLEMENT CLASS?**

**A. Class Representative.**

Plaintiff Amichai Ohring is a former employee of Defendant and is the Class Representative.

EXHIBIT A\_\_\_

Questions? Call the Settlement Administrator Toll Free at **1-8xx-xxxx**

**B. Class Counsel.**

The Court has approved the following attorneys to be Class Counsel for the purpose of representing the interest of the class:

Kevin M. Osborne  
Julie C. Erickson  
Elizabeth A. Kramer  
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The Arns Law Firm  
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San Francisco, CA 94109  
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Facsimile: (415) 495-7888

You may contact Settlement Administrator should you have questions.

**PLEASE DO NOT ADDRESS ANY QUESTIONS TO THE COURT OR TO UniSEA.**

**VI. WHAT FEES AND COSTS ARE INVOLVED?**

**A. Attorneys' Fees, Costs and Expenses.**

Class Counsel represented the class on a contingency fee basis. This means attorneys' fees could be paid only if money was recovered for the class, and then only for a reasonable portion of the amount recovered. Here, Class Counsel will ask the Court for an award of fees and expenses not to exceed 30% of the Gross Settlement Amount, or \$180,000 in fees and up to an additional \$5,000 in litigation costs ("Fee Motion"). The Fee Motion and supporting documents will be posted on the Settlement Website once it is filed. You may comment on or object to any part of the Fee Motion by mailing a written statement to the Settlement Administrator at the address listed below, postage prepaid and postmarked no later than 25 days after the Fee Motion is filed.

Claims Administration Center

Page 5 of 6  
NOTICE OF SETTLEMENT  
Ohring v. UniSea, Inc.

EXHIBIT A\_\_\_

Questions? Call the Settlement Administrator Toll Free at 1-8xx-xxxx

c/o [REDACTED]  
[Settlement Administrator]  
[ADDRESS]

Class Counsel will continue to pay the costs of this litigation. Most of those costs will be paid from the Gross Settlement Amount as described elsewhere in these materials, subject to the Court's approval. You are *not* individually responsible for any of those costs.

**B. Class Representative Service Award.**

The Class Representative will ask the Court to grant him a service award of up to \$5,000 for his effort on behalf of the settlement class. Granting of any service award is at the Court's discretion.

**VII. FINAL APPROVAL HEARING**

The Court has set the Final Approval Hearing as follows:

Date:  
Time:  
Place:

**PLEASE DO NOT ADDRESS ANY QUESTIONS TO THE COURT OR TO UniSEA.**

*If you need this notice translated, please email the Settlement Administrator at [email]  
[Insert Spanish translation of above sentence]  
[Insert Tagalog translation of above sentence]*