

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

Morrow v. Maverick Washington LLC and Maverick Gaming LLC
Case No. 22-2-03653-2 SEA

If you worked as a Dealer for Maverick Washington LLC and/or Maverick Gaming LLC between March 14, 2019, and July 17, 2023, a class action settlement may affect your rights.

***A Washington State Superior Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

- A settlement has been reached in the class action lawsuit titled *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 SEA (the “Lawsuit”) and is pending in the Superior Court of the State of Washington in and for King County. The Defendants in the Lawsuit are Maverick Washington LLC and Maverick Gaming LLC (collectively, “Defendants” or “Maverick”). The Lawsuit asserts claims for: (1) failure to provide compliant meal periods to dealers, (2) failure to compensate dealers for missed meal periods, (3) failure to pay dealers for all hours worked, (4) failure to furnish accurate wage statements to dealers, and (5) failure to pay all wages owed upon termination of employment. Maverick denies it is or can be held liable for the claims made in the Lawsuit. The settlement does not establish liability or who is correct, but rather is a compromise between the Parties to end the Lawsuit.
- Members of the Settlement Class are all current and former Washington non-exempt, hourly, employees of one or more of the Defendants who, between March 14, 2019 and July 17, 2023, worked as dealers for one or more of the Defendants and experienced one or more of the following: (1) worked more than five consecutive hours in a shift but did not receive a thirty-minute meal period; (2) worked more than five consecutive hours in a shift but did not receive a thirty-minute meal period commencing no less than two hours nor more than five hours from the beginning of the shift; or (3) worked more than eleven consecutive hours in a shift but did not receive a second thirty-minute meal period.
- Each Settlement Class Member is eligible to receive a pro rata share of the settlement based upon his or her number of weeks worked as a Dealer from March 19, 2019 through July 17, 2023 at any of the following casinos: Caribbean Cardroom - Kirkland, Caribbean Casino Kirkland, Caribbean Casino Yakima, Club Hollywood Casino Shoreline, Coyote Bobs Kennewick, Crazy Moose - Mountlake Terrace, Crazy Moose - Pasco, Great American Everett, Great American Lakewood, Great American Tukwila, Macau Casino - Lakewood, Macau Casino - Tukwila, Red Dragon Casino Mountlake Terrace, Roman Casino Seattle, Royal Casino Everett, Silver Dollar Casino Mill Creek, Silver Dollar Casino Renton, Silver Dollar Casino Seatac, and Wizards Casino Burien.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this settlement. The deadline to submit a Claim Form is September 17, 2023 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	By asking to be excluded, you will not share in this settlement. This is the only option that allows you to keep any rights to sue Maverick about the same legal claims in this Lawsuit. The deadline to exclude from the settlement is September 17, 2023 .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the settlement. You must not exclude yourself from the settlement if you wish to object. The deadline to object is September 17, 2023 .
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on October 26, 2023 at 9:00 a.m. PT .
DO NOTHING	By doing nothing, you forfeit the opportunity to receive any compensation and you give up any rights to sue Maverick, and certain parties related to Maverick, about the claims that have been or could have been asserted based on the facts alleged in this Lawsuit.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, the terms of which control, available at www.DMvMaverickSettlement.com.
- The Court in charge of this case still has to decide whether to approve the settlement. No settlement benefits or payments will be provided unless the Court approves the settlement and it becomes final.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with Maverick. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment as part of the settlement. This Notice explains the lawsuit, the Settlement Agreement, and your legal rights.

Judge Karen Donahue of the Superior Court of the State of Washington in and for the King County is overseeing this class action. The case is called *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 SEA (the “Lawsuit”).

Danielle Morrow, Dawn King, Tara Wilson, and Karen Wilcox are the Plaintiffs or Settlement Class Representatives. The companies they sued, Maverick Washington LLC and Maverick Gaming LLC, are the Defendants.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Danielle Morrow, Dawn King, Tara Wilson, and Karen Wilcox—sue on behalf of a group of people who have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the parties reached an agreement to settle this case, the Court granted preliminary approval of the settlement.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The Plaintiffs claim that Maverick failed to (1) provide compliant meal periods to dealers, (2) compensate dealers for missed meal periods, (3) pay dealers for all hours worked, (4) furnish accurate wage statements to dealers, and (5) pay all wages owed upon termination of employment.

Maverick denies that it is or can be held liable for the claims made in the Lawsuit. More information about the complaint in the Lawsuit and Maverick’s response can be found in the “Court Documents” section of the Settlement Website at www.DMvMaverickSettlement.com.

4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or Maverick should win this case. Instead, both sides agreed to this settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Settlement Class Representatives and Class Counsel, attorneys for the Settlement Class Members, agree the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of wrongdoing by Maverick.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

Maverick’s records show you are part of the Settlement Class because you worked as a Dealer for Maverick between March 14, 2019 and July 17, 2023.

If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at **(866) 602-2260**, emailing info@cacsg.com, or by visiting the Settlement Website at www.DMvMaverickSettlement.com.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

This settlement provides eligible Settlement Class Members with a pro rata share of the settlement based upon the number of weeks worked as a Dealer from March 19, 2019 through July 17, 2023 at any of the following casinos: Caribbean Cardroom - Kirkland, Caribbean Casino Kirkland, Caribbean Casino Yakima, Club Hollywood Casino Shoreline, Coyote Bobs Kennewick, Crazy Moose - Mountlake Terrace, Crazy Moose - Pasco, Great American Everett, Great American Lakewood, Great American Tukwila, Macau Casino - Lakewood, Macau Casino - Tukwila, Red Dragon Casino Mountlake Terrace, Roman Casino Seattle, Royal Casino Everett, Silver Dollar Casino Mill Creek, Silver Dollar Casino Renton, Silver Dollar Casino Seatac, and Wizards Casino

Burien. For tax and withholding purposes, class payments shall be treated as follows: 33% shall be deemed to be wage payments to be reported on an IRS Form W-2 with payroll taxes withheld, and 67% shall be deemed to be non-wage payments and Maverick shall issue appropriate IRS Forms 1099 (reported as “Other Income”).

Your estimated settlement payment after applicable payroll tax withholdings is listed on your Claim Form.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a settlement benefit, you must complete and the enclosed Claim Form and submit it by mail, **postmarked on or before September 17, 2023**, to:

CAC Services Group, LLC
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344

Claims will be subject to a verification process. **All Claim Forms must be postmarked on or before September 17, 2023.**

To ensure you receive your payment, you **must** contact the Settlement Administrator if your address or phone number changes at any time. The Settlement Administrator may be contacted at:

CAC Services Group, LLC
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344
Phone: (866) 602-2260
Email: info@cacsg.com

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **October 26, 2023 at 9:00 a.m. PT**. If the Court approves the settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible Claims will be paid to Settlement Class Members via written check. All checks will expire and become void 180 days after they are issued.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Timothy Emery, Patrick B. Reddy, and Paul Cipriani of Emery Reddy, PLLC as “Class Counsel” to represent the Settlement Class. Their contact information is:

Timothy W. Emery
Patrick B. Reddy
Paul Cipriani
Emery Reddy, PLLC
600 Stewart Street, Suite 1100
Seattle, WA 98101
Phone: (206) 442-9106

Questions? Call (866) 602-2260 toll-free or visit www.DMvMaverickSettlement.com.

Should I get my own lawyer? You don't need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

10. How will Class Counsel and Settlement Class Representatives be paid?

Class Counsel will ask the Court to approve, and Maverick agrees not to oppose, an award of Attorneys' Fees of \$600,000, plus costs and expenses of \$36,780.99, to be paid from the Settlement Fund. Class Counsel will also request Service Award Payments of up to \$25,000 for Danielle Morrow and Dawn King, and up to \$6,666.66 for Tara Wilson and Karen Wilcox. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to the Settlement Class Representatives. The Court may award less than the amounts requested. Whether the settlement will be finally approved does not depend on whether or how much the Court awards in attorneys' fees, costs, and expenses or service awards.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this settlement?

If you do not exclude yourself from the settlement, you will not be able to sue Maverick or certain entities related to Maverick about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement Agreement, and its included release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at www.DMvMaverickSettlement.com. However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by any of the terms of the settlement.

Upon the Final Approval Date, all Settlement Class Members who do not timely exclude themselves from the settlement shall fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action for wages, of whatever kind or nature, whether known or unknown, that were alleged in the Action or could have been alleged in the Action arising out of the facts or circumstances alleged in the Action during the Class Period, and including federal and state claims, and all related retaliation claims (the "Released Claims"). "Released Parties" means (i) Defendants Maverick Gaming LLC and Maverick Washington LLC, their affiliated entities, and benefit plans, (ii) each of the past and present officers, elected officials, directors, agents, equity holders, members, employees, consultants, 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. The Released Claims released by the Participating Class Members include but are not limited to all claims for the following: any claims for failure to pay minimum wages or overtime wages, or otherwise for failing to pay for all time worked, under the federal Fair Labor Standards Act and Washington state's wage and hour laws, including common law, statutes (including without limitation Chapters 49.12, 49.46, 49.48 and 49.52 RCW), regulations (including without limitation Chapters 296-126 and 296-128 WAC), and ordinances and local laws (including without limitation Seattle Municipal Code 14.20); any related retaliation claims; any claims for failure to make full and timely payment of wages under such laws; any claims related to any of the foregoing for liquidated, exemplary, or punitive damages or penalties; any claims related to any of the foregoing for equitable relief (including injunctive or declaratory relief); and any claims related to any of the foregoing for prejudgment interest and attorneys' fees and costs. The Participating Class Members likewise covenant not to sue the Released Parties with respect to any of the claims the Participating Class Members have released.

Paragraph 2.A of the Settlement Agreement describes the release, so please read this paragraph carefully. The Settlement Agreement is available at www.DMvMaverickSettlement.com or in the public court records on file in this lawsuit. For questions regarding the Release and what it means, you can also contact one of the lawyers listed in the response to Question 9 for free, or you can talk to your own lawyer at your own expense.

The Released Claims do not include any claims arising from or relating to any conduct by Maverick after July 17, 2023. The Released Claims shall also not include the right of named Plaintiffs, any Settlement Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the settlement. You will be in the Settlement Class, and if the Court approves the settlement, you will also be bound by all orders and judgments of the Court, the Settlement Agreement, and its included Release. You will be deemed to have participated in the settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Maverick or certain entities related to Maverick for the claims or legal issues resolved in this settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the settlement, you will receive no benefits or payment under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Maverick in this class action.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating: (1) the name of the proceeding, *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 SEA; (2) your full name; (3) your current address; (4) your personal signature; and (5) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the settlement at the top of the communication. You must mail your exclusion request, postmarked no later than **September 17, 2023**, to the following address:

CAC Services Group, LLC
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Maverick for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Maverick for the claims being resolved by this settlement even if you do nothing.

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

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I object to the settlement?

If you do not exclude yourself from the Settlement Class, you can object to the settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval of the settlement by filing an objection. To object, you must file written notice with the Court stating that you object to the settlement in *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 SEA, no later than **September 17, 2023**. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to the Superior Court of the State of Washington in and for the King County at the following address:

King County Superior Court
516 Third Avenue, Room E-609
Seattle, WA 98104

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented by an attorney, you must include the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Morrow v. Maverick Washington LLC, et al.*, Case No. 22-2-03653-2 SEA. Your objection must also include the following information: (1) your full name, current mailing address, telephone number, and email address; (2) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (3) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (4) the identity of any and all attorneys representing the objector; (5) a statement regarding whether the objector (or his or her attorney) intends to appear at the Final Approval Hearing; and (6) the signature of the objector or his or her attorney.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Maverick's lawyers at the addresses listed below, postmarked no later than **September 17, 2023**:

Class Counsel	Maverick's Counsel
Timothy W. Emery Patrick B. Reddy Paul Cipriani Emery Reddy, PLLC 600 Stewart Street Suite 1100 Seattle, WA 98101	Ryan P. Hammond Laura Y. Davis LITTLER MENDELSON, P.C. 600 University Street, Suite 3200 Seattle, WA 98101

18. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the Final Approval Hearing on **October 26, 2023 at 9:00 a.m. PT** at the King County Superior Court, 516 Third Avenue, Courtroom W-842, Seattle, WA 98104. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award Payments to the Settlement Class Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.DMvMaverickSettlement.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the settlement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at www.DMvMaverickSettlement.com.

You may contact the Settlement Administrator by phone, email, or in writing at:

CAC Services Group, LLC
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344
Phone: (866) 602-2260
Email: info@cacsg.com

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR MAVERICK WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.