

PREAMBLE

This Settlement Agreement and Release (“Agreement”) is entered into by and among Plaintiffs Edward C. Hartnett and Julie A. Hartnett (“Named Plaintiffs”) and all those on whose behalf they are prosecuting this action (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and defendant Washington Federal Bank (“Defendant” or “WaFd”), on the other hand, as of the date executed below. All references in this Agreement to a “Party” or the “Parties” shall refer to a party or the parties to this Agreement.

RECITALS

- A. On July 1, 2021, Plaintiffs initiated this action by filing a Class Action Complaint with the caption of *Hartnett v. Washington Federal Bank*, Case No. 2:21-cv-00888-RSM-MLP, in the Western District of Washington, asserting causes of action for Breach of Contract (including Breach of the Covenant of Good Faith and Fair Dealing) (the “Complaint”).
- B. Defendant moved to dismiss the Complaint on October 1, 2021. On December 7, 2021, the assigned Magistrate Judge issued a Report & Recommendation (“R&R”), recommending denial of Defendant’s Motion to Dismiss. On December 21, 2021, Defendant filed Objections to the R&R. On January 18, 2022, Plaintiffs filed a Response to Defendant’s Objections. The District Judge has not ruled on Defendant’s Objections.
- C. On February 7, 2022, the Parties jointly sought a stay of the litigation in order to discuss settlement. The Court granted the stay on February 16, 2022, and extended the stay on April 5, 2022. The litigation remains stayed at this time.
- D. The Parties thereafter engaged in informal discovery. During that process, Defendant provided Plaintiffs with data and information that allowed Plaintiffs to estimate class-wide damages.
- E. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Defendant nevertheless believes that this settlement is in its best interest and in the best interests of all of the Settlement Class Members (as that term is defined herein). Nothing contained in this Agreement shall be used or construed as an admission of liability or wrongdoing, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

- F. Named Plaintiffs have entered into this Agreement to liquidate and recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiffs do not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the Parties agree as follows:

1. DEFINITIONS. In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

- (a) “Bar Date to Object” will be the date set by the Court as the deadline for Settlement Class Members to file an Objection, which shall be approximately sixty (60) days after the date the Notice must be delivered to the Potential Settlement Class Members.
- (b) “Bar Date to Opt-Out” shall be the date set by the Court as the deadline for Potential Settlement Class Members to opt-out of the Settlement. The Bar Date shall be sixty (60) days after the date the Notice must be delivered to the Potential Settlement Class Members.
- (c) “Complaint” shall mean the Complaint filed by Plaintiffs in this matter.
- (d) “Class Counsel” shall mean the law firms of The Kick Firm, KalieGold PLLC, and Friedman Rubin.
- (e) “Class Period” shall mean:
- i. For personal account customers, the time period from November 15, 2015 until August 31, 2021;
 - ii. For business account customers, the time period between July 1, 2020 and August 31, 2021.
- (f) “Court” shall mean the Western District of Washington.
- (g) “Defendant’s Counsel” shall mean the law firm of Davis Wright Tremaine LLP.
- (h) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order, provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) sixty (60) days after entry of the Final Approval Order, if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an appellate court ruling affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

(i) “Exclusion Letter” shall mean a letter by a Potential Settlement Class Member who elects to opt out of this Agreement.

(j) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(k) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(l) “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 9, below.

(m) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 6, below.

(n) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court approved attorneys’ fees and costs and any court approved service award.

(o) “Notice” shall mean the notice to the Potential Settlement Class Members of the settlement provided for under the terms of this Agreement, as ordered by the Court in its Preliminary Approval/Notice Order (defined below), in accordance with Federal Rule of Civil Procedure 23(c)(2), and shall refer to the form of Notices attached hereto as Exhibits 1-3.

(p) “NSF Fee(s)” shall mean the fee that Defendant charges when a third party submits an item in an attempt to collect on a check (including an electronic check) or ACH item and the customer’s account has an insufficient balance to cover the cost of the check or item resulting in Defendant’s rejection of the attempt at collection and refusal to pay the check or item.

(q) “Overdraft Fee(s)” shall mean the fee that Defendant charges when a third party submits an item in an attempt to collect on a check (including an electronic check) or ACH item and the Defendant pays the check or item, despite the fact that the customer’s account had an insufficient balance to cover the amount of the check or item.

(r) “Potential Settlement Class Member” shall mean any business or personal customer of Defendant who is in the Retry NSF/Overdraft Fee Class, and either (1) ceased being a customer of Defendant on or before August 31, 2021, or (2) affirmatively opted out of contractual arbitration with Defendant before January 11, 2022.

(s) “Preliminary Approval/Notice Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of the Notice to the Settlement Class Members, as provided in Sections 4 and 5, below.

(t) “Retry NSF/Overdraft Fee(s)” shall mean the NSF Fee or Overdraft Fee that Defendant charges on the second or third time a third party submits an item in an attempt to collect on a check (including an electronic check) or ACH item after the first or prior attempt at collection was rejected and the customer’s account was assessed an NSF Fee.

(u) “Retry NSF/Overdraft Fee Class” shall mean those customers of Defendant who were charged Retry NSF/Overdraft Fees between during the Class Period.

(v) “Settlement Administrator” shall mean the entity that will provide the notice and settlement administration.

(w) “Settlement Class Member” shall mean all Potential Settlement Class Members who do not opt-out.

(x) “Settlement Fund” shall mean the four hundred ninety-five thousand dollars (\$495,000.00) to be paid by Defendant under the terms of this Agreement.

2. CHANGE IN PRACTICE. Defendant implemented a change to its disclosures effective September 1, 2021.

(a) For personal accounts, the disclosures now state as follows, in relevant part:

Overdraft Policy

You do not have the right to withdraw funds that exceed the Current Balance in your Account. When an item of yours exceeds the Current Balance, we can either pay or return the item. Each time a check or ACH transaction is presented for payment and your Account does not contain a sufficient Current Balance, you will be charged an Insufficient Funds fee (see Consumer Fee Schedule). You will be charged this fee if we honor, pay, return, reject or decline the check or ACH transaction when you have a non-sufficient Current Balance. Additionally, you will be charged this fee each time we return unpaid for a non-sufficient Current Balance a check or ACH transaction that is presented for payment, even if that check or ACH transaction has previously been presented and returned for a non-sufficient Current Balance and you were previously charged an Insufficient Funds fee for that return. Further, you will be charged this fee if we honor or pay the check or ACH transaction when you have a non-sufficient Current Balance even if you were previously charged an Insufficient Funds fee when the check or ACH transaction was previously returned, rejected, or declined.

(b) For business accounts, the disclosures now state as follows, in relevant part:

Overdraft Policy

An overdraft is an advance of funds greater than the Current Balance in your Account. If, in our sole discretion, we choose to allow these withdrawals when there is not a sufficient Current Balance in your Account, you agree to immediately repay us the amount of the funds advanced. Each time a check or ACH transaction is presented for payment and your Account does not contain a sufficient Current Balance, you will be charged an Insufficient Funds fee (see Business Fee Schedule). You will be charged this fee if we honor, pay, return, reject or decline the check or ACH transaction when you have a non-sufficient Current Balance. Additionally, you will be charged this fee each time we return unpaid for a non-sufficient Current Balance a check or ACH transaction that is presented for payment, even if that check or ACH transaction has previously been presented and returned for a non-

sufficient Current Balance and you were previously charged an Insufficient Funds fee for that return. Further, you will be charged this fee if we honor or pay the check or ACH transaction when you have a non-sufficient Current Balance even if you were previously charged an Insufficient Funds fee when the check or ACH transaction was previously returned, rejected, or declined

3. CLASS ACTION SETTLEMENT. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

4. PRELIMINARY SETTLEMENT APPROVAL. As soon as practicable, Class Counsel shall use reasonable efforts to file a Motion seeking a Preliminary Approval/Notice Order. The Preliminary Approval/Notice Order shall provide for: Preliminary Approval of this Agreement, provisional certification of the class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified class, and the requirement that the Notice be given to the Potential Settlement Class Members as provided in Section 5, below.

5. NOTICE TO THE CLASS.

(a) The Settlement Administrator shall send the Notice to all Potential Settlement Class Members as specified by the Court in the Preliminary Approval/Notice Order.

(b) For those Potential Settlement Class Members who are current customers of Defendant and have agreed to receive notices regarding their accounts from Defendant electronically, Defendant shall provide the Settlement Administrator with the most recent email addresses it has for those Potential Settlement Class Members. The Settlement Administrator shall email an Email Notice (Exhibit 1) to each such Potential Settlement Class Member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall use the best available databases to obtain current email address information for Potential Settlement Class Members, update its database with those email addresses, and resend the Notice. The Email Notice shall inform Settlement Class members how they may request a copy of the Long Form Notice (Exhibit 3).

(c) For those Potential Settlement Class Members who are not current customers of Defendant or who have not agreed to receive notices regarding their accounts from Defendant electronically, or for Potential Settlement Class Members who are sent emails referenced in Paragraph 5(b) but such emails are returned undeliverable and the Settlement Administrator is unable to identify an updated email address by the means prescribed in Paragraph 5(b), a Postcard Notice (Exhibit 2) shall be mailed by first class United States mail to the best mailing addresses available in Defendant's records. Defendant shall provide the Settlement Administrator with last known mailing addresses for those Potential Settlement Class Members. The Settlement Administrator shall run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Notice is returned with forwarding address

information, the Settlement Administrator shall re-mail the Notice to the forwarding address. For all mailed Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail. The Postcard Notice shall inform Potential Settlement Class Members how they may request a copy of the Long Form Notice (Exhibit 3).

(d) The Settlement Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail and/or email. A summary report of the Notice shall be provided to the Parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notice shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party without a court order.

(e) The Notices shall be in a form approved by the Court and, substantially similar to the notice forms attached hereto as Exhibits 1-3. The Parties may by mutual written consent make non-substantive changes to the Notices without Court approval.

(f) The Settlement Administrator shall also maintain a dedicated website for providing information to Potential Settlement Class Members, including access to the Long Form Notice.

(g) All costs associated with publishing, mailing, and administering the Notice as provided for in this section, and all costs of administration including, but not limited to, the Settlement Administrator's fees and costs shall be paid by Defendant, separate and apart from the Settlement Fund.

6. MOTION FOR FINAL APPROVAL. No later than 30 days prior to Final Approval Hearing Date (or such other date set by the Court), Class Counsel shall file a Motion for Final Approval of this Agreement so that same can be heard on the Final Approval Hearing Date.

7. ENTRY OF JUDGMENT. The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

8. THE SETTLEMENT FUND AND DISTRIBUTION.

(a) Payments to Settlement Class Members. Within five (5) business days after the Effective Date, Defendant shall transfer the Settlement Fund to the Settlement Administrator to be deposited in an interest-bearing account for the benefit of the Class (the "Settlement Administration Account"). The Settlement Administrator shall establish the Settlement Administration Account. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement, including deductions made for (a) Class Counsel's fees and costs awarded by the Court; and (b) any Service Award payment to the Named Plaintiffs approved pursuant to Paragraph 8(d)(ii). Defendant shall not make any additional or further contributions to the Settlement Fund.

(b) All funds held by the Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Payments shall be made from the Settlement Fund as follows:

i. Class Counsel’s Fees and Costs. Class Counsel’s reasonable attorneys’ fees and costs, as determined and approved by the Court, shall be paid by the Settlement Administrator from the Settlement Fund ten (10) days after the Effective Date. Class Counsel shall apply for an award of attorneys’ fees of up to one-third (33-1/3%) of the Settlement Fund, plus reimbursement of reasonable litigation costs, to be approved by the court. Defendant agrees not to oppose an application up to one-third (33-1/3%) of the Settlement Fund. This paragraph was negotiated and agreed to only after all material terms of the Settlement were agreed upon.

ii. Service Award. Named Plaintiffs may apply to the Court for a Service Award of up to five thousand dollars (\$5,000) without an objection from Defendant. Subject to the Court’s approval, the Service Award shall be paid by the Settlement Administrator from the Settlement Fund ten (10) business days after the Effective Date.

iii. Notice and Administration. The costs of notice and administration of the Settlement shall be paid by the Defendant. Defendant shall cooperate with Plaintiffs to ensure notice and administration is an efficient and cost-effective as possible, to include providing email addresses and a Class list to the Settlement Administrator. Defendant shall not receive compensation for efforts it undertakes to facilitate notice and administration.

iv. Payments to Settlement Class Members. The amount paid to each Settlement Class Member shall be calculated as follows:

(Net Settlement Fund ÷ Total Instances of Retry NSF/Overdraft Fees)

X

Number of Retry NSF/Overdraft Fees per Settlement Class Member

v. Payments to individual Settlement Class Members (“Individual Payments”) shall be made no later than twenty (20) business days after the Effective Date, as follows: The Settlement Administrator shall send Settlement Class Members a check to the address used to provide the Notice, or at such other address as designated by the Settlement Class Member. The Settlement Class Member shall have one hundred eighty (180) days to negotiate the check. Any checks uncashed after one hundred eighty (180) days shall be distributed pursuant to Section 8(e).

(e) Any funds remaining after the distribution in Section 8(d)(v) shall be provided to a cy pres recipient to be agreed upon by the parties.

9. THE SETTLEMENT ADMINISTRATOR.

(a) The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement.

(b) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Settlement Administrator shall keep all information regarding Potential Settlement Class Members confidential, except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Effective Date.

(d) The Settlement Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Defendant will report amounts credited to customers' pursuant to Section 8(d) on each customers' annual statement when required by law. Except as provided herein, Settlement Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(e) The Settlement Administrator shall provide the data in its claims administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other Party when made.

(f) Within one hundred ninety (190) days after the Effective Date or such other date as required by the Court, the Settlement Administrator shall prepare the Final Report, which, at a minimum, shall consist of a declaration setting forth the total payments issued to Settlement Class Members by the Settlement Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Settlement Administrator.

10. OPT-OUTS.

(a) A Potential Settlement Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt-Out. Any Exclusion Letter shall identify the Potential Settlement Class Member, state that the Potential Settlement Class Member wishes to be excluded from the Agreement, and shall be signed and dated.

(b) The Settlement Administrator shall maintain a list of Potential Settlement Class Members who have excluded themselves and shall provide such list to Defendant's Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion

for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel and/or the Court upon two (2) court days' written notice.

11. OBJECTIONS.

(a) Any Settlement Class Member may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Court, Settlement Administrator, Class Counsel, and Defendant's Counsel. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

i. A heading referring to the *Hartnett v. Washington Federal Bank* Action;

ii. The objector's name, address, telephone number, the last four digits of his or her account number (current or former) or Social Security Number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;

iii. A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and

iv. A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.

(c) Class Counsel and/or Defendant's Counsel shall file any responses to objections at least seven (7) days prior to the Final Approval Hearing Date.

(d) Any objector who retains counsel shall be solely responsible for paying his or her own attorney's fees and costs.

(e) Any objector who fails to comply with the provisions herein shall waive and forfeit any and all rights to appear and/or object separately and shall be bound by the terms of this Agreement and the orders and judgments of the Court.

12. RELEASE.

(a) Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiffs, on behalf of themselves and all of their respective past, present and future predecessors, successors, assigns, devisees, relatives, heirs, legatees, and agents, and each of the Settlement Class Members, including their respective past, present and future predecessors, successors, assigns, devisees, relatives, heirs, legatees, and agents, hereby fully releases and forever discharges Defendant, and all of its past, present and future predecessors, successors,

subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers, and agents (collectively, the “Defendant Releasees”) from any and all charges, complaints, claims, demands, debts, obligations, attorneys’ fees, expenses, costs, actions, damages and remedies, liabilities, and causes of action of every nature, character, and description, whether arising under federal, state, or local law or under a constitutional provision, statute, regulation, rule, contract, or common law, whether or not now known, asserted or unasserted, suspected or unsuspected, fixed or contingent, or claimed against the Defendant Releasees that may have accrued from the beginning of time until the Effective Date that relate to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged based on the factual transactions alleged in the Complaint (“Released Claims”) including claims resulting from, related to, or arising out of the following: (1) the assessment or charging of multiple NSF Fees and/or Overdraft Fees when there are multiple attempted presentments for collection on individual Automated Clearing House (ACH) payments or check payments (including an electronic check); and (2) the sufficiency of Defendant’s disclosures in its deposit account terms and conditions and Settlement Class Members’ assent to the same relating to (1) and (2) (collectively, the “Released Claims”). This Paragraph constitutes a waiver of any statutory provision, right or benefit of any state or territory of the United States or any jurisdiction, and any principle of common law, at law or in equity, that prohibits the waiver of unknown claims.

(b) Named Plaintiffs or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by herein. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement and/or never receives a distribution of funds or credits from the Settlement.

(c) Nothing in this Agreement shall operate or be construed to release any claims or rights that Defendant has to recover any past, present or future amounts that may be owed by Named Plaintiffs or by any Settlement Class Member on his/her accounts, loans or any other debts with Defendant, pursuant to the terms and conditions of such accounts, loans, or any other debts. Likewise, nothing in this Agreement shall operate or be construed to release any defenses or rights of set-off that Named Plaintiffs or any Settlement Class Member has, other than with respect to the claims expressly Released by this Agreement, in the event Defendant and/or its assigns seeks to recover any past, present or future amounts that may be owed by Named Plaintiffs or by any Settlement Class Member on his/her accounts, loans or any other debts with Defendant, pursuant to the terms and conditions of such accounts, loans, or any other debts.

13. CONDITIONS TO SETTLEMENT.

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

i. The Court has entered the Preliminary Approval/Notice Order, as required by Section 4 above;

ii. The Court has entered the Final Approval Order as required by Sections 6 and 7 above, and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

iii. The Effective Date has occurred.

(b) If all of the conditions specified in Section 13(a) are not met, and the Parties have no further recourse from the Court or an appellate court to complete these conditions, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the option to terminate this Agreement if five percent (5%) or more of the Potential Settlement Class Members opt-out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 13(c) within ten (10) business days after the Bar Date to Opt-Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated pursuant to Section 13(c), or fails to become effective in accordance with Section 13(b), then the Parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

i. Neither the Agreement terms nor any publicly disseminated information regarding the Agreement including, without limitation, the Notice, court filings, orders, and public statements relating to the Agreement, may thereafter be used as evidence for any purpose whatsoever.

ii. The fact of, and any documents, findings, decisions, or orders relating to any failure of a court to approve the Agreement or any modifications or amendments of the Agreement, as well as the fact and content of any objections which may have been filed to the Agreement, may not be used as evidence for any purposes whatsoever.

14. REPRESENTATIONS.

(a) The Parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The Parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) The Named Plaintiffs, on behalf of the Settlement Class members, represent that they have made such inquiry into the terms and conditions of this Agreement as they deem appropriate, and that by executing this Agreement, they, based on Class Counsel's advice, and their understanding of the case, believe the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Potential Settlement Class Members.

(d) The Named Plaintiffs represent that they have no knowledge of conflicts or other personal interests that would in any way impact their representation of the Potential Settlement Class Members in connection with the execution of this Agreement.

(e) Defendant represents and warrants that it has obtained all corporate authority necessary to execute this Agreement.

15. FURTHER ASSURANCES. Each of the Parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Potential Settlement Class Members. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by, interpreted, construed, and enforced pursuant to the laws of the State of Washington, without giving effect to its choice-of-law principles.

17. NO ORAL WAIVER OR MODIFICATION. No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the Party making the waiver or modification.

18. AGREEMENT. This Agreement, including the exhibits attached hereto, constitutes the agreement made by and between the Parties pertaining to the Complaint and any claims that were or could have been raised in the Complaint, and fully supersedes any and all prior understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the Complaint and any claims that were or could have been raised in the Complaint.

19. BINDING ON SUCCESSORS. This Agreement shall inure to the benefit of, and shall bind, each of the Parties hereto and their successors.

20. ARM'S-LENGTH AGREEMENT. The parties have negotiated all of the terms and conditions of this Agreement at arm's length. All terms and conditions are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

21. SEVERABILITY. In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Notwithstanding any other provision of this Agreement, any order of the Court regarding Class Counsel's request for attorneys' fees and expenses or Service Award to Named Plaintiffs is neither material to, nor part of the Agreement, and shall not operate to terminate or cancel the Agreement, or affect or delay the judgment approving this Agreement from becoming final. Neither a modification nor reversal on appeal of any order of the Court regarding the Class Counsel's request for attorneys' fees and expenses, or Named Plaintiffs' Service Award, shall constitute grounds for any Party to cancel, terminate, or withdraw from the Agreement.

22. NO PRESS RELEASE OR PUBLICITY. Each Party agrees not to make any statements, written or oral, or cause or encourage others to make any statements, written or oral, that defame, disparage or in any way criticize the personal or business reputation, or conduct of the other Party, including affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them. Before entry of Final Judgment by the Court, neither Plaintiffs nor Class Counsel shall directly or indirectly issue or cause to be issued any statements to the media or engage in any other press, publicity or disclosure regarding this Agreement or the settlement of the Action beyond those necessary to obtain court approval of the settlement. If contacted by the media after the entry of Final Judgment by the Court, the Party may respond generally by stating that they are happy that the Settlement was reached and that it is a fair and reasonable result. Neither Party shall issue any press release or shall otherwise initiate press coverage of the Settlement.

23. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

24. NOTIFICATION. Any notice to be given to Class Counsel and/or Named Plaintiffs shall be sent by email as follows:

Jeffrey D. Kaliel
Sophia G. Gold
KalielGold PLLC
1100 15th Street NW, 4th Floor
Washington, D.C. 20005
Phone Number: (202) 350-4783
jkaliel@kalielpllc.com
sgold@kalielgold.com

Roger Davidheiser
Friedman Rubin
1109 First Avenue, Suite 501

Seattle, WA 98101
(206) 501-4446
rdavidheiser@friedmanrubin.com

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

Fred Burnside
Davis Wright Tremaine LLP
920 Fifth Ave., Suite 3300
Seattle, WA 98104-1610
Phone Number: (206) 757-8016
fredburnside@dwt.com

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the dates set forth below.

Dated: June 8, 2022

WASHINGTON FEDERAL BANK

By: Vincent Beatty

Its: Chief Financial Officer

Dated: May __, 2022

EDWARD C. HARTNETT, an individual on behalf of herself and those he represents

By: _____
Edward C. Hartnett

Dated: May __, 2022

JULIE A. HARTNETT, an individual on behalf of herself and those she represents

By: _____
Julie A. Hartnett

Seattle, Washington 98101
(206) 501-4446
rdavidheiser@friedmanrubin.com

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

Fred Burnside
Davis Wright Tremaine LLP
920 Fifth Ave., Suite 3300
Seattle, WA 98104-1610
Phone Number: (206) 757-8016
fredburnside@dwt.com

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the dates set forth below.

Dated: May __, 2022

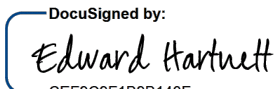
WASHINGTON FEDERAL BANK

By: _____

Its: _____

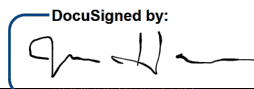
Dated: May ²⁴__, 2022

EDWARD C. HARTNETT, an individual on behalf of herself and those he represents

By:  _____
Edward C. Hartnett

Dated: May ^h__, 2022

JULIE A. HARTNETT, an individual on behalf of herself and those she represents

By:  _____
Julie A. Hartnett

APPROVED AS TO FORM:

Dated: May ____, 2022


By: _____

Attorneys for Defendant WASHINGTON FEDERAL
BANK

6/7/2022

Dated: May ____, 2022

KALIELGOLD PLLC

By:  _____
Jeffrey Kaliel
For the Firm