

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Andrew Darling and Cheyanne Althouse (“Named Plaintiffs”) on behalf of themselves and all of the Settlement Collective Members they seek to represent, as defined in paragraph II.A., and West Coast Self Storage Group (“WCSS”) enter into this Settlement Agreement and Release (“Agreement”) for the purpose of resolving all claims referred to in Paragraph I.

I. BACKGROUND AND COMPROMISE ACKNOWLEDGEMENT

A. On December 8, 2023, counsel for Named Plaintiffs sent a letter to WCSS alleging that WCSS failed to pay its Named Plaintiffs and all other Property Managers (“PMs”) for all hours worked and that it failed to include certain non-discretionary bonuses and other pay in the regular rate of pay for purposes of calculating overtime in violation of the FLSA. They portended nationwide collective treatment.

B. On May 15, 2025, after engaging in informal discovery, the Parties mediated before Carlos J. Burruezo, an experienced wage and hour class-action and collective action mediator. At the mediation, the Parties agreed in principle to settle on the terms in this Settlement Agreement.

C. The Parties and their respective counsel agree that this Agreement is entered into solely upon the basis of a compromise of disputed claims and is not to be considered an admission of any liability including any violation of federal, state, local, or common law, statute, ordinance, regulation, or order.

D. The Parties have investigated and engaged in informal discovery of the claims and defenses in these actions, including exchanging WCSS payroll data, conducting data analysis, and analyzing relevant facts and law.

E. The Named Plaintiffs believe that the claims asserted are meritorious. But they recognize the significant cost involved to prosecute the litigation against WCSS through trial and possible appeals and the uncertain outcome and risk of loss in any litigation and the difficulties and delays inherent in any such litigation. The Named Plaintiffs also are mindful of the potential problems of proof and the possible defenses to the causes of action asserted.

F. The Named Plaintiffs and their Counsel believe that this Agreement confers substantial benefits on the Settlement Class Members and that it is fair, reasonable, adequate, and in the best interest of themselves and the Settlement Class.

G. WCSS believes that the claims asserted are without merit and denies all the claims and contentions. WCSS further denies that this action is proper for collective treatment, except

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for settlement purposes, because of the intractable management problems that have been associated with a collective trial and the individualized inquiries required to resolve the claim of each Settlement Collective Member.

H. WCSS believes that defense of this action would be protracted and contrary to its best interests and that it is desirable that this action be settled on the terms and conditions set forth herein. WCSS has also taken into account the risks and uncertainty inherent in litigation.

I. Nothing in this Agreement or any action taken to implement it or any statements, discussions, communications or materials made or used in the course of settlement negotiations will be used in any other proceeding or be considered evidence of a violation of any federal, state, or local law, statute, rule or executive order, or any obligation or duty at law or equity. However, the Agreement may be used in any proceeding that has as its purpose the interpretation or enforcement of the Agreement.

J. The Parties agree that the tolling agreement dated February 28, 2025, is null and void as of May 15, 2025.

II. DEFINITION OF SETTLEMENT COLLECTIVE AND CLAIMANTS

A. For settlement purposes only, the Parties stipulate to the certification of a Settlement Collective defined as current and former non-exempt PMs employed by WCSS outside of California from June 1, 2022, to May 15, 2025 (“Settlement Collective Members”).

B. Claimants are the Named Plaintiffs and Settlement Collective Members who timely submit a Claim Form to opt in to the federal claim.

C. Nothing herein will be construed as an admission or acknowledgment by the Parties that any collective is either proper or improper in this action, except for purposes of settlement. Neither the Agreement nor approval of the Agreement by the Court will be admissible in any other proceeding regarding the appropriateness of class or collective action treatment. No party or member of the Settlement Collective will be considered a prevailing party for any purpose.

D. In the event this Agreement is not approved, is terminated, or fails to be enforceable, the Parties will not be deemed to have waived their claims, positions, objections, or defenses, including their positions on whether the claims subject to Paragraphs III.E.2 and 3 are appropriate for collective treatment.

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E. The conditional certification of the Settlement Collective will be binding only with respect to settlement. In the event that this Agreement is terminated pursuant to its terms, the certification of the Settlement Collective will be vacated.

III. TERMS OF THE SETTLEMENT

A. **Effective Date.** The Effective Date is defined as the date after an entry of the Confirmation Order as defined by below and the earlier of (i) the time for filing an appeal from the Confirmation Order has expired without the filing of a notice of appeal, or (ii) if a timely appeal is filed, the final resolution of that appeal (including any requests for rehearing and/or petition for certiorari), resulting in final judicial approval or withdrawal of such appeal.

B. **Appointment of Settlement Administrator.**

1. Named Plaintiffs will retain CPT Group, Inc. as the Settlement Administrator. The Settlement Administrator shall be selected by mutual agreement by Plaintiffs and Defendant. The duties of the Settlement Administrator will include, but are not limited to, (i) calculating the Net Settlement Fund; (ii) calculating the Named Plaintiffs' and each Settlement Collective Member's allocation from the Net Settlement Fund; (iii) formatting, compiling and sending Notice and Claim Forms (attached hereto as Exhibits A and B) of the Settlement via e-mail and U.S. Mail to each Settlement Collective Member; (iv) confirming the accuracy of the addresses of the Settlement Collective Members through the United States Post Office's National Change of Address database before mailing; (v) performing up to two (2) skip traces on Notices and Claim Forms returned as undeliverable; (vi) re-mailing Notices and Claim Forms by First Class Mail if the Notice and Claim Forms were returned undeliverable and a new address is located or upon a Settlement Collective Member's request; (vii) sending one reminder postcard and e-mail to Claimants who have not negotiated their settlement checks 60 days after settlement checks are issued (viii) establishing an e-mail address through which Claim Forms are mailed and can be submitted; (ix) answering Settlement Collective Member inquiries; ; (x) obtaining a dedicated URL and creating a website through with Settlement Collective Members may submit Claim Forms and review additional information regarding the settlement; (xi) copying counsel for all Parties on material correspondence and promptly notifying all counsel for the Parties of any material requests or communications made by any Party; (xii) maintaining the original mailing envelope in which correspondence from Settlement Collective Members and/or Claimants is

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received; (xii) electronically transferring monetary amounts in accordance with the Agreement; (xiii) maintaining adequate records of its activities, including the dates of the mailings, returned mail and other communications and attempted written or electronic communications with Settlement Collective Members and/or Claimants; (xiv) performing all tax reporting duties required by federal, state, or local law or this Agreement; (xv) ensuring that Claimants and their Counsel are provided with IRS FORM W-2s and IRS 1099 misc. forms as appropriate (xvi) protecting the personal data of the Settlement Collective Members, including Social Security numbers, from public disclosure; (xvii) maintaining all records, electronic or otherwise, relating to the administration of this Agreement, for a period of six (6) years after the date of the Approval Order; (xviii) such other tasks contained in the Agreement; and (xix) such other tasks as the Parties mutually agree.

2. Counsel for Parties may review and approve any documents contemplated by the Settlement Agreement before mailing. The Settlement Administrator may mail no documents without first receiving written approval to do so from Counsel for the Parties.

3. The Settlement Administrator must agree to indemnify Claimant's Counsel, WCSS, and WCSS's Counsel for information security breaches which are caused, or could have reasonably been prevented, by the Settlement Administrator as well as any fines, costs or expenses incurred as a result of an allegation of improper reporting of information or withholding and payment of funds to the Internal Revenue Service and/or state government tax agency.

4. In the event of a dispute by a Settlement Collective Member about the number of workweeks allocated for he or she under this Settlement, the Settlement Administrator shall make a final determination as to the correct number of workweeks to be allocated. However, there shall be a presumption that WCSS's records are correct and accurate that can only be overcome by clear and convincing documentary evidence.

5. The Settlement Administrator must provide weekly updates to the Parties following the issuance of Notice and Claim Forms regarding the administration process and the number of Claim Forms received, as well as an accounting of amounts to be paid.

C. Arbitration and Court Confirmation

1. Named Plaintiffs shall use their best efforts to submit their Unopposed Motion for Approval of the Collective Action Settlement to Arbitrator Carlos J. Burruezo on or

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before November 12, 2025. The Proposed Order granting approval of the settlement submitted with Named Plaintiffs' Motion shall include terms: (1) enter an Award approving the terms of the Settlement Agreement to be fair, reasonable and adequate, and in the best interests of the Named Plaintiffs and Settlement Collective Members; (2) approving the Notice and Claim Form to be sent to Settlement Collective Members; (3) appointing CPT Group, Inc. as the Settlement Administrator; (4) enjoining Claimants from proceeding against the Releasees for the Released Claims (5) approve Claimants' Counsel's request for fees and costs; (6) entering an Award dismissing the case with prejudice; (vii) incorporate the terms of this Settlement; and (7) retaining jurisdiction to enforce the Agreement.

2. If the Arbitrator issues the Approval Order, within fourteen (14) days of receipt of the Approval Order, Named Plaintiffs will file a Complaint or Petition in the Circuit Court in and for Broward County, Florida for the purpose of seeking confirmation of the Approval Order ("Action").

3. Defendant shall make every effort to enter its appearance of counsel in the Action within three (3) days of the Clerk of Courts issuing a case number in the Action. Upon appearance in the Action of Defendant's Counsel, Plaintiffs shall also file an Unopposed Motion for Order Confirming Arbitration Award ("Confirmation Motion").

4. Defendant will be provided an opportunity to review and provide reasonable comments on all of Plaintiff's Motions and supporting documents. Defendant will make efforts to provide any comments back to the documents within one week of receipt.

5. In the event the Court does not promptly issue the Confirmation Order, the Parties will set the Confirmation Motion for a hearing on the Court's motion calendar on a date convenient to the Parties. The Parties agree to hold in abeyance all proceedings in the Action, except as may be necessary to implement this Agreement. The Confirmation Motion will also clearly state that, although Named Plaintiffs agree (to the extent permitted by law) that Defendant is not required to file an answer, Defendant denies any and all allegations related to wage and hour violations that are included in the Petition or Complaint. If the Court grants the Confirmation Motion, then Defendant shall not be required to answer the Petition or Complaint.

6. Effect of Non-Approval. In the event that the Agreement is not approved by the arbitrator or confirmed by the Court for any reason in the form submitted by the Parties, the

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Parties will attempt in good faith to address any concerns raised by the arbitrator or Court and resubmit a revised settlement agreement for approval and/or confirmation. If the arbitrator or Court denies the approval and/or confirmation of a renegotiated settlement agreement, Claimants' Counsel or Defendant's Counsel may terminate the Agreement. To terminate for any of the preceding events, counsel for either party must give written notice of the intent to terminate within 15 days of the triggering action. In the event of termination, the Parties' stipulation to certification for settlement purposes only here shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not conditional or class certification would be appropriate in a non-settlement context; WCSS shall have no obligation to make any payments to any Party, Settlement Collective Member, Claimants' Counsel, except that the Parties shall be jointly and in equal amounts responsible for payment the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified the Agreement is terminated; the approval order and/or judgment, including any order of collective certification, shall be vacated; and the Agreement shall have no force or effect, and no Party shall be bound by any of its terms. Plaintiffs shall retain all rights to their asserted claims.

D. Issuance of Notice and Claim Forms

1. Within seven (7) days after the Effective Date, WCSS will provide the Settlement Administrator a list of Settlement Collective Members including their name, last known home address, last known e-mail address, social security number, and number of qualifying workweeks worked in the relevant time period. Qualifying workweeks are weeks where a Settlement Collective Member worked at least 37 hours.

2. Within twenty-one (21) days after the Effective Date, the Settlement Administrator will issue by e-mail and U.S. Mail to each Settlement Collective Member a Notice and Claim Form. Prior to the mailing the Settlement Administrator will update the last known addresses through the National Change of Address Database.

3. The Notices will inform Settlement Collective Members of their total number of qualifying workweeks during the relevant period. In the absence of definitive evidence to the contrary, WCSS records will be used to resolve any disputes over the number of qualifying workweeks.

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4. The Notices will inform Settlement Collective Members that to participate in the settlement and receive payment under the settlement, they must complete, sign, and return the Claim Form to the Settlement Administrator either electronically (via website or e-mail) or by mail postmarked no later than forty-five (45) days after the date the Notice and Claim Form was initially mailed (“Opt-In Period”). The Settlement Administrator will be solely responsible for determining whether a Settlement Collective Member is a Claimant and whether Claim Forms were timely returned.

5. For any Notices and Claim Forms returned as “undeliverable,” the Settlement Administrator will perform up to two (2) skip traces and promptly re-mail them by First Class Mail upon identifying an updated address or upon a Settlement Collective Member’s request. To the extent any Notice and Claim Forms are re-mailed, the Settlement Collective Member will have forty-five days to submit a Claim Form (“Extended Opt-In Period”). The Named Plaintiffs and Plaintiffs’ counsel agree that they will not, at any time after this Agreement is executed, initiate or attempt to initiate contact, directly or indirectly, with any Settlement Collective Member who is not a Named Plaintiff for the purpose of soliciting Settlement Collective Members to participate in this settlement, except that they may respond to an inquiry made to them by a Settlement Collective Member regarding the settlement.

E. Waiver and Release

1. For purposes of the waiver and release of claims, Released Parties means WCSS as well as each of its past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefit plans sponsored or administered by WCSS, divisions, units, branches and any other persons or entities acting on their behalf, including any party that was or could have been named as a defendant in the Action and any individual or entity which could be jointly liable with WCSS and any other persons or entities acting on its behalf, including any person or entity that was or could have been named as a defendant in the Action or any person or entity that was a customer of WCSS and for which any Settlement Collective Member performed

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work or services during their employment with the WCSS to the extent such entity may be regarded as a joint employer with respect to the claims at issue.

2. Named Plaintiffs. In return for the General Release Payment, defined in Paragraph III.F.3., and in receipt thereof, each Named Plaintiff hereby remises, releases and forever discharges Released Parties, as defined in Paragraph III.E.1., from any and all manner of Actions, causes of Actions, suits, debts, accounts, contracts, agreements, torts, controversies, judgments, damages, claims, charges, liabilities, and demands of any kind or nature whatsoever, they ever had or, now have, or hereafter can, shall or may have against the Released Parties for, upon or by reason of any act, transaction, practice, conduct, matter, cause or thing of any kind or nature whatsoever that arose or occurred prior to the date hereof, whether or not known to Named Plaintiff, including but not limited to any Action, cause of Action, suit, debt, account, contract, agreement, tort, controversy, judgment, damage, claim, charge, liability and demand of any kind or nature whatsoever, arising out of, relating to or based upon, in whole or in part, any claim or cause of Action arising from Named Plaintiff's employment and/or termination of employment by any of the Released Parties and any act, transaction, practice or conduct arising or occurring prior to the date hereof, which is actionable, or claimed to be actionable, under any statutory or common law of the United States or any state thereof, including but not limited to any claim under Title VII of the Civil Rights Act of 1964, as amended ("Title VII," 42 U.S.C. §§ 2000e, et seq.); 42 U.S.C. §1981; the Americans With Disabilities Act ("ADA," 42 U.S.C. §§ 12101, et seq.); the Family Medical Leave Act ("FMLA," 29 U.S.C. §§ 2601, et seq.); the Equal Pay Act (29 U.S.C. §§ 206, et seq.); the Lilly Ledbetter Fair Pay Act of 2009; the Age Discrimination in Employment Act ("ADEA," 29 U.S.C. §§ 621, et seq.); the Older Workers Benefit Protection Act ("OWBPA"); the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act ("WARN"); the Employee Retirement Income Security Act ("ERISA," 29 U.S.C. §§ 1001, et seq.); the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Genetic Information Non-Discrimination Act; the National Labor Relations Act (29 U.S.C. §§ 151, et seq.); the Fair Credit Reporting Act ("FCRA," 15 U.S.C. §§ 1681, et seq.); the Immigration Reform and Control Act; the Sarbanes-Oxley Act of 2002; the Occupational Safety and Health Act; the Washington Minimum Wage Act, Washington Equal Pay and Opportunities Act, and all other laws and regulations relating to employment including but not limited to any claims or allegations brought

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under any state or district statute or regulation for non-payment of wages, bonuses, or other compensation, tort law; contract law; wrongful discharge; retaliation; discrimination; harassment; fraud; defamation; emotional distress; and breach of the implied covenant of good faith and fair dealing that accrued between July 21, 2021 through the date the Court enters its Confirmation Order. Although this Agreement does not prevent Named Plaintiffs from filing a charge with an administrative agency or participating in an investigation conducted by such an agency, any claims for personal relief, including reinstatement or monetary damages, would be barred, except for any right he may have to receive a payment from a government agency (and not the Released Parties) for information provided to the government agency, including but not limited to a whistleblower award from the SEC pursuant to Section 21F of the Securities Exchange Act of 1934.

3. Claimants. Claimants release the Released Parties from any and all wage and hour claims under state, federal, and local law he or she might have, whether known or unknown, for unpaid wages, unjust enrichment, quantum meruit, any and all claims for paid time off, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any and all claims for failure to reimburse business expenses, any and all claims for failure to provide wage statements, any and all claims for failure to provide any compensation-related notice, any and all claims under state and federal law for breach of express contract or labor agreement (limited to breaches for earned wages, overtime, and/or missed or interrupted meal breaks), implied contract for wages, wages or compensation had and received in assumpsit, fraud, negligent misrepresentation, equitable estoppel, promissory estoppel, conversion, and failure to keep accurate records, liquidated damages, penalties, interest, attorneys' fees, costs, and expenses, under state law and federal, local, and state wage and hour laws that accrued during the Claimants' employment between June 1, 2022 through the date the Court enter its Confirmation Order.

4. The Parties acknowledge that the above waiver and release was separately bargaining for and is a material element of the Agreement.

5. Any Putative Collective Member, other than the Named Plaintiffs, who does not submit a Claim Form shall not release any claims against WCSS.

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F. Settlement Amounts

1. Maximum Gross Settlement Amount: In full consideration for the terms, conditions, and promises herein, WCSS will pay an amount not to exceed \$360,000.00. This amount includes (i) settlement payments to Claimants; (ii) Claimant withholdings and payroll taxes; (iii) Court-confirmed attorneys' fees, costs and expenses for Counsel for Named Plaintiffs and Claimants; (iv) settlement administration costs; (v) general release payments for the Named Plaintiffs; and (vi) penalties and interest. WCSS's share of employer payroll taxes will be paid separately by WCSS and will not be subtracted from the Maximum Gross Settlement Amount.

2. Attorneys' Fees and Litigation Costs

a. WCSS agrees not to oppose a request by Counsel for Named Plaintiffs for reasonable attorneys' fees, in an amount that will not exceed one-third of the Maximum Gross Settlement Amount or \$120,000, and for litigation costs and expenses in an amount that will not exceed \$20,000. In the event that the Court approves lesser amounts for either attorney's fees or litigation costs, any such reduction will not affect the remaining terms of the settlement and such terms will remain fully enforceable. Any amount not approved by the Court will become part of the Net Settlement Amount. Counsel for Settlement Claimants agree not to seek from WCSS any additional attorneys' fees, costs and expenses stemming from their involvement in the Action.

b. Within seven (7) days after the Effective Date, WCSS will pay the Court-approved amount for attorneys' fees and litigation costs and expenses to a Qualified Settlement Fund established by the Settlement Administrator.

c. Named Plaintiffs' Counsel will provide WCSS and the Settlement Administrator with a signed IRS Form W-9. Within the later of ten (10) days after (i) receipt of the signed W-9 form or (ii) the Effective Date, the Settlement Administrator will transmit the funds for attorneys' fees and litigation costs by check or wire transfer (if requested) to Named Plaintiffs' Counsel.

3. General Release Payments.

a. In return for the general release of claims set forth in Paragraph III.E.2, each Named Plaintiff will request that the Court approve a general release payment from the Maximum Gross Settlement Amount in the amount of \$5,000. The outcome of the Arbitrator's

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or Court's ruling on the application for a general release payment will not terminate this Agreement or otherwise affect the Court's ruling on the request for approval. Any amount not approved by the Court will become part of the Net Settlement Amount.

b. Within seven (7) days after the Effective Date, WCSS will pay the Court-approved amount for general release payments to a Qualified Settlement Fund established by the Settlement Administrator. Within ten (10) days of the Effective Date, the Settlement Administrator will process and mail all checks for general release payments.

4. Settlement Payments to Claimants.

a. The Maximum Gross Settlement Amount, less (i) approved Counsel for Named Plaintiffs' attorneys' fees, costs, and expenses, (ii) approved General Release payments to the Named Plaintiffs; and (iii) the costs of settlement administration ("Net Settlement Amount") will be allocated among Settlement Collective Members on a pro rata basis based upon the total number of qualifying workweeks that each Settlement Collective Member worked divided by the total number of qualifying workweeks worked by all Settlement Collective Members during the time period June 1, 2022 to May 15, 2025, except that for the Named Plaintiffs, their total number of qualifying workweeks will be based on the time period July 21, 2021 to May 15, 2025.

b. Within seven (7) days of receiving the class list from WCSS referred to in Paragraph III.D.1., the Settlement Administrator will calculate the amounts to be allocated to each Settlement Collective Member based on the data provided by WCSS. The Settlement Administrator will provide the settlement allocation for Named Plaintiffs and Settlement Collective Members to Counsel for Settlement Claimants and Defendant's Counsel for review and approval. Only Claimants, as defined in Paragraph II.B., will be eligible to receive a Settlement Payment.

c. Settlement Payments made to Claimants will be allocated 50 percent to wages and 50 percent to non-wages. The wage portion will be paid net of all employee withholding taxes, including federal, state, and local income tax, FICA taxes, and federal and state unemployment taxes, and other authorized or required deductions (e.g. garnishments, tax liens, child support). All taxes withheld and paid by the Settlement Administrator will be reported by the Settlement Administrator to the appropriate taxing authorities under the payee's name and social security number. The Settlement Administrator will report the wage portion to each

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Claimant on an IRS Form W-2, and the non-wage portion (including the Claimant's pro rata share of the amount approved by the Court for payment of Claimants' Attorneys' fees, costs, and expenses) on an IRS 1099 misc form. The Settlement Administrator will determine the appropriate tax treatment for the general release payments. All Claimants are obligated to pay their respective share of any taxes, local, state or federal, which may become due and owing on the monies received under this Settlement Agreement. Claimants shall hold WCSS harmless and indemnify Released Parties for any liabilities, costs and expenses, including attorneys' fees, assessed or caused by any such taxing authority which result from a Claimant's failure to remit taxes due, as determined to be owed by the Claimant by such taxing authority, on payments made to the Claimant pursuant to the Agreement.

d. Within seven (7) business days after the close of the Opt-In Period, or Extended Opt-In Period, if applicable, the Settlement Administrator will provide the Parties' counsel with a list of the Claimants containing their address and, if available, phone number and email address. On request, as soon as practicable following the close of the Opt-In Period, or Extended Opt-In Period, if applicable, and the resolution of any deficient submissions, on request by any Party the Settlement Administrator will provide the Parties' counsel with a declaration of due diligence and proof of mailing regarding the mailing of the Notice and Claim Forms.

e. Within twenty-one (21) days after the close of the Opt-In Period, or Extended Opt-in Period, if applicable, the Settlement Administrator will mail all settlement checks to Claimants via USPS first-class mail. Within sixty (60) days after the mailing of settlement checks to Claimants, the Settlement Administrator will mail a reminder notice to Claimants who have not negotiated their settlement checks, via e-mail and USPS first-class mail, reminding them to negotiate their checks.

f. Claimants will have one hundred and twenty (120) days from the date of mailing to cash their settlement checks. The reminder notice is attached as part of Exhibit C.

g. Any unclaimed portion of the Net Settlement Fund, including any settlement checks not negotiated within one hundred and twenty (120) days of mailing, will revert to WCSS. The Settlement Administrator will provide WCSS with a check equal to the value of

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those uncashed checks and unclaimed funds within one hundred and fifty (150) days of mailing of the settlement checks.

G. **Representations of Claimants' Counsel.** Claimants' Counsel represent and warrant on behalf of themselves and all others acting on their behalf that they: (a) have not been retained by any other individuals with the same or similar claims against WCSS that have been alleged by the Named Plaintiffs; (b) are unaware of any other individuals who, to their knowledge, are planning to assert the same or similar claims against WCSS that have been alleged by the Named Plaintiffs; and (c) will not disclose facts concerning the proposed Agreement to any attorney outside of Claimants' Counsel's law firm or to any person (other than any future client, but of which currently there is none) that Claimants' Counsel believe intends to file a lawsuit against WCSS on the same or similar claims that have been alleged by the Named Plaintiffs.

H. **Service or Notice.** Whenever, under this Settlement Agreement, a person must provide service or written notice to WCSS, Defendant's Counsel, or Counsel for Settlement Claimants, such service or notice will be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing. As to Counsel for Settlement Claimants: Gregg I. Shavitz, Shavitz Law Group, Boca Raton Office, 951 Yamato Road, Suite 285, Boca Raton, FL 33431, gshavitz@shavitzlaw.com. As to Counsel for WCSS: Joshua Waxman, Littler Mendelson, 815 Connecticut Avenue, NW, Suite 400, Washington, DC 20006-4046, jwaxman@littler.com.

I. **Continuing Jurisdiction.** The Court that confirms the approval of the Settlement Agreement will retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, and all Claimants, for the administration and enforcement of this Settlement Agreement.

J. **Cooperation Clause.** The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement Agreement, including, but not limited to, execution of documents and taking such Actions as may be reasonably necessary to implement the terms of the Settlement Agreement. The Parties agree to use reasonable efforts, including all efforts contemplated by this Settlement Agreement and any other reasonable efforts that may become necessary by order of the Court, or otherwise, to effect the Settlement Agreement and the terms set forth herein, including, but not be limited to working cooperatively with the assistance of the

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Settlement Administrator to contact Claimants to cure deficient Claim Forms submitted or other issues concerning payments to Settlement Claimants. Plaintiff will, with the assistance and cooperation of WCSS and WCSS's counsel, take reasonable steps to secure the Court's final confirmation of the Settlement Agreement.

K. **Choice of Law.** The enforcement of this Settlement Agreement will be governed and interpreted by and under the laws of Florida, whether or not any Party is or may hereafter be a citizen or resident of, or may have been employed by WCSS in, another state.

L. **Amendments/Modifications/Extensions of Time.** This Settlement Agreement constitutes the entire agreement of the Parties concerning the subjects contained herein. This Settlement Agreement may not be changed or altered except in writing signed by or on behalf of all Parties and upon approval by the arbitrator, except that the Parties, acting through Counsel, may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement. No waiver, modification or amendment of this Settlement Agreement will be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent in such written waiver, modification or amendment, subject to any required arbitrator approval. Any failure by any Party to insist upon the strict performance by the other party of any of the provisions of this Settlement Agreement will not be deemed a waiver of any of the other provisions of this Settlement Agreement, and such Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any of the provisions of this Settlement Agreement.

M. **Binding Agreement.** This Settlement Agreement will be binding upon, and inure to the benefit of, the Parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors, predecessors and assigns.

N. **Captions.** The captions or headings of the paragraphs of this Settlement Agreement are for convenience of reference only and will not affect the construction or interpretation of any part of this Settlement Agreement.

O. **Execution of Agreement and Authority.** This Settlement Agreement will become effective upon its execution subject to subsequent arbitrator approval and judicial confirmation. The Parties or authorized signatories may execute this Settlement Agreement in counterparts, and execution in counterparts will have the same force and effect as if Counsel for Settlement Claimants and WCSS had signed the same instrument. Any signature made and transmitted by

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facsimile, digital signing service, or other electronic means, for the purpose of executing this Settlement Agreement will be deemed an original signature for purposes of this Settlement Agreement and will be binding upon the Party whose counsel transmits the signature page by facsimile, digital signing service, or other electronic means. Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any Party warrants that such person has the authority to do so. Any person executing this Settlement Agreement or any such related documents on behalf of a corporate signatory warrants and promises for the benefit of all Parties hereto that such person has been duly authorized by such corporation to execute this Settlement Agreement or any such related documents.

West Coast Self Storage Group

Dated: 11-6-2025

By: 

Printed Name: Mike Spaulding

Title: Manager / CFO

Dated: 11/04/2025

By: Andrew Darling

Andrew Darling

Dated: _____

By: _____

Cheyenne Althouse

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facsimile, digital signing service, or other electronic means, for the purpose of executing this Settlement Agreement will be deemed an original signature for purposes of this Settlement Agreement and will be binding upon the Party whose counsel transmits the signature page by facsimile, digital signing service, or other electronic means. Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any Party warrants that such person has the authority to do so. Any person executing this Settlement Agreement or any such related documents on behalf of a corporate signatory warrants and promises for the benefit of all Parties hereto that such person has been duly authorized by such corporation to execute this Settlement Agreement or any such related documents.

West Coast Self Storage Group

Dated: _____

By: _____

Printed Name: _____

Title: _____

Dated: _____

By: _____

Andrew Darling

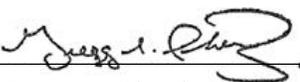
Dated: 11/06/2025

By: *Cheyenne Althouse*

Cheyenne Althouse

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Dated: 11/6/2025

By:  _____

Gregg I. Shavitz
Shavitz Law Group, P.A.

Counsel for Named Plaintiffs

EXHIBIT "A"

NOTICE OF SETTLEMENT OF UNPAID OVERTIME ACTION INVOLVING
WEST COAST SELF STORAGE GROUP PROPERTY MANAGERS

A court confirmed the authorization of this Notice. This is not a solicitation from a lawyer.

A settlement has been entered to resolve a lawsuit filed on behalf of current or former Property Managers (“PMs”) employed by West Coast Self Storage Group (the “Company” or (“WCSS”) outside of California between June 1, 2022 to May 15, 2025.

On [redacted], Plaintiffs Andrew Darling and Cheyenne Althouse filed a lawsuit titled *Darling, et al. v. West Coast Self Storage Group*, No. [redacted] (Fla 17th Jud. Cir.) (“Action”) seeking confirmation of an arbitrator’s approval of a settlement to resolve allegations of unpaid overtime wages for PMs. The Plaintiffs claim WCSS failed to pay them for all hours worked and that it failed to include certain non-discretionary bonuses and other pay in the regular rate of pay for purposes of calculating overtime in violation of the FLSA. The Company denies the allegations and maintains that it acted lawfully at all times. The Company has entered into this settlement to avoid the expenditure of time and resources associated with litigation. The Court has not made any ruling on the merits of Plaintiffs’ claims and has made no determination that any party has prevailed in the Action.

This Notice describes important terms of the Settlement Agreement and Release of Claims (“Agreement”). You are receiving this Notice because records from WCSS indicate you worked as a Property Manager at a WCSS facility outside of California one or more weeks between June 1, 2022, to May 15, 2025.

You may participate in the Settlement by submitting the enclosed Consent to Join/Claim Form and Release (“Claim Form”) by U.S. Mail or electronically (via e-mail or website) to the Claims Administrator so that it is postmarked, sent, or submitted no later than [date that is 45 days from mailing]. If you participate in the Settlement, you will receive an estimated settlement payment of \$ [redacted], which is based on the number of weeks you worked as an PM for the Company from June 1, 2022, to May 15, 2025. Half of your payment will be subject to deductions for payroll taxes and other legally required withholdings. The other half of your payment will be treated as non-wage income, for which you will be issued a tax form 1099. **Settlement checks that are not cashed within 120 days of issuance will be null and void.**

Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

TIMELY RETURN A COMPLETE CLAIM FORM.

Receive a settlement payment. Give up certain claims.

By timely returning a properly completed Claim Form by U.S. Mail postmarked no later than [45 days from mailing] or by email or online submission through the settlement website no later than [45 days from mailing], you agree to participate in the settlement, receive a monetary settlement payment, release your claims, and to be bound by the Judgment entered by the Court. You will also give up the right to sue WCSS (as defined in the Agreement) for any and all wage and hour claims under the FLSA or any other state wage and hour law relating to your employment as a PM from June 1, 2022 to [date court enters a confirmation order], including but not limited to related claims for penalties, interest, liquidated damages, equitable remedies, pre- or post-judgment interest, and

FOR SETTLEMENT AND COMPROMISE PURPOSES ONLY

	attorneys' fees, costs, and expenses. You will also be enjoined from pursuing any of these claims against WCSS (as defined in the Agreement) if you agree to participate in this settlement.
DO NOTHING.	If you do not wish to participate in, or be bound by, the settlement, you should not return the Claim Form. If you do not timely return a properly completed Claim Form, then you will not give up any rights, and you will not receive any monetary payment under the settlement.

What does the settlement provide?

WCSS has agreed to pay up to \$360,000.00 into a fund to pay settlement payments to those individuals who timely submit a fully completed and signed Claim Form ("Claimants"), Court-approved attorneys' fees, costs, and expenses of \$ [redacted], Court-approved General Release Payments in the Settlement totaling \$ [redacted] to the Plaintiffs who originally retained Plaintiffs' Counsel to pursue these claims on behalf of all PMs, and payroll and other applicable taxes (except for the employer's share of payroll taxes).

After deducting the Court-approved attorneys' fees, costs, and expenses, Court-approved General Release Payments, and payroll and other applicable taxes (except for the employer's share of payroll taxes), the remaining amount will be allocated among the PMs in the Settlement Collective, based on the number of weeks they worked as PMs outside of California during the Relevant Period.

How do I receive a settlement payment?

You must complete and return the enclosed Claim Form and Release by mailing it to the Settlement Administrator, **postmarked by [insert date]**, at the address listed below. You may use the addressed postage-paid envelope included with this Notice to return your Claim Form. Alternatively, you may also return your Claim Form by emailing it to the Settlement Administrator by **[insert date]** at **[insert email address]** or submitting it on their website by **[date]** at **[website address]**.

[insert Settlement Administrator address]

If you participate in the Settlement, then you will receive an estimated settlement payment based on the number of weeks you worked as a non-exempt, hourly-paid PM for WCSS pursuant to the formula above, according to WCSS's records.

What am I giving up in exchange for a settlement payment?

Once you submit a Claim Form and become an Claimant, you cannot sue, continue to sue, or be a party to any other lawsuit against WCSS or any of the Released Parties (as defined in the Agreement) for wage and hour claims under the FLSA or any other state wage and hour law relating to your employment at WCSS from June 1, 2022 through **[date court enters the confirmation order]**, including but not limited to all related claims for penalties, interest, equitable remedies, liquidated damages, pre- or post-judgment interest, and attorneys' fees, costs, and expenses, and you will be enjoined from pursuing such claims in the future. In sum, you will be forever barred (individually, as a representative member of any class, and through any collective proceedings) from filing any civil action, lawsuit,

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grievance, demand for arbitration, charge, claim, and/or administrative complaint against WCSS or any of the Released Parties, arising out of, or related to, any such claims.

Who are the attorneys who represent the Plaintiffs?

Shavitz Law Group, P.A. represents the Plaintiffs and have negotiated the settlement terms for all potential Collective Members. As part of the Settlement, the firm will be paid one-third of the Settlement to compensate them for their attorneys' fees, plus reimbursement of their out-of-pocket costs and expenses, for investigating the facts, litigating the case and negotiating the settlement. You will not have to pay the attorneys any of their fees, costs or expenses. Your payment is your share of the settlement after payment of the attorneys' fees and therefore your settlement share is not subject to further deductions for attorneys' fees.

If you have any questions, you may contact Plaintiffs' Counsel at:

Gregg I. Shavitz
Alan L. Quiles
SHAVITZ LAW GROUP, P.A.
622 Banyan Trail, Suite 200
Boca Raton, FL 33431
Telephone: (561) 447-8888
slg@shavitzlaw.com

Information about the firm and their contact information is available by calling (800) 616-4000 or on the firm's website: .

Can I get more information about the Settlement?

If you would like more information about the Settlement, you may contact Plaintiffs' Counsel at the number above; or you may contact the Claims Administrator, [**insert Settlement Administrator name**], at [**insert Settlement Administrator address and phone number**].

EXHIBIT "B"

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

ANDREW DARLING AND CHEYENNE
ALTHOUSE, on behalf of themselves and all
other similarly situated employees,

Plaintiffs,

vs.

WEST COAST SELF STORAGE GROUP,

Defendant.

CASE NO.

CONSENT TO JOIN/CLAIM FORM AND RELEASE

DEADLINE: To receive your settlement payment, you must fully complete, sign, and return this Consent to Join/Claim Form and Release by U.S. Mail, email, or website submission to the Claims Administrator at the address below so that it is postmarked, sent, or submitted no later than **[DATE 45 DAYS FROM DATE OF MAILING]**.

WCSS PM Settlement

Address

City, State Zip

Phone: () -

Facsimile: () -

E-mail:

Website submissions: www. .com

CHANGE OF ADDRESS: If you change your address, then please inform the Claims Administrator of your new address to ensure processing of your claim and mailing of your settlement check to the correct address. It is your responsibility to keep a current address on file with the Claims Administrator.

CONSENT TO JOIN & AGREEMENT TO BE BOUND BY RELEASE: I hereby consent to join and opt in to become a plaintiff for settlement purposes in the above-captioned lawsuit (the "Litigation") filed by Andrew Darling and Cheyenne Althouse ("Plaintiffs") against West Coast Self Storage Group and to be bound by the settlement approved in the Litigation. I further agree that the Plaintiffs in the Litigation and their counsel, the Shavitz Law Group, P.A., shall act as my agents and make all decisions on my behalf concerning the Litigation, including the settlement thereof. I also agree to be bound by the collective action settlement described in the accompanying Notice. I, by my signature below, release the Released Parties, as defined in the collective action settlement and release approved by the Court, from any and all wage and hour claims under state, federal, and local law he or she might have, whether known or unknown, for unpaid wages, unjust enrichment, quantum meruit, any and all claims for paid time off, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any and all claims

**IMPORTANT REMINDER FROM THE WEST COAST SELF STORAGE
PROPERTY MANAGER SETTLEMENT ADMINISTRATOR**

Darling, et al. v. West Coast Self Storage Group, No. [REDACTED] (Fla. 17th Jud. Cir.)

On [REDACTED], 2025, you were mailed a settlement check in the above-referenced case. Our records indicate that your check has not been cashed or deposited.

If you did not receive or no longer have the settlement check, you should contact the Settlement Administrator at [phone] or by email at [email]. Settlement checks that are not cashed or deposited on or before [expiration date] will be null and void.

EXHIBIT "C"

WEST COAST SELF STORAGE PROPERTY MANAGER SETTLEMENT ADMINISTRATOR

[Insert Administrator Address]

IMPORTANT LEGAL REMINDER

Return Service Requested

«CLASS MEMBER NAME»

«STREET ADDRESS»

«CITY», «STATE» «ZIP»