

1 FILED The Honorable Veronica A. Galvan
2 2022 DEC 09 04:14 PM Hearing Date: December 22, 2022
3 KING COUNTY Oral Argument Requested
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5 E-FILED
6 CASE #: 22-2-18053-6 SEA
7

8 SUPERIOR COURT OF THE STATE OF WASHINGTON
9 KING COUNTY

10 MERCEDES WEDAA,

11 Plaintiff,

12 v.

13 JEFFREY PRESTON BEZOS, an individual;
14 ZEFRA, LLC, a Washington Limited Liability
15 Company; and NORTHWESTERN, LLC, a
16 Washington Limited Liability Company,

17 Defendants.

No. 22-2-18053-6 SEA

DECLARATION OF PAUL
DAUBER IN SUPPORT OF
MOTION TO STAY AND COMPEL
ARBITRATION OF ALL CLAIMS
ALLEGED BY PLAINTIFF
MERCEDES WEDAA

18 I, Paul Dauber, state and declare as follows:

19 1. I am over the age of 18 years and am competent to testify to the facts stated in
20 this Declaration. The following statements are based on my personal knowledge and review of
21 the business records of Northwestern.

22 2. I am currently employed as the Manager of Northwestern LLC.

23 3. Attached as Exhibit A is a true and correct copy of the Employment Agreement
24 executed by Ms. Wedaa as a condition of her employment with Northwestern.

25 4. Attached as Exhibit B is a true and correct copy of the Confidentiality
26 Agreement executed by Ms. Wedaa as a condition of her employment with Northwestern.

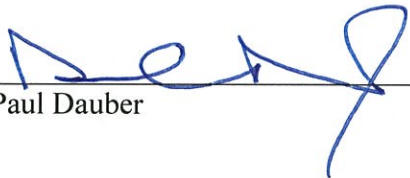
27 5. Attached as Exhibit C is a true and correct copy of email correspondence
between Ms. Wedaa and Northwestern's Director, Human Resources, Ronna Crewse, in which
Northwestern offered to pay for Ms. Wedaa's attorney to review the Employment Agreement

1 and Confidentiality Agreements attached as Exhibits A and B to this declaration.

2 6. Attached as Exhibit D is a true and correct copy of the Termination Notice
3 delivered to Ms. Wedaa on September 2, 2022.

4 I declare under penalty of perjury of the laws of the State of Washington that the
5 foregoing is true and correct.

6
7 EXECUTED, this 1st day of December, 2022, at Seattle, Washington.

8
9
10 
11 Paul Dauber

1 **CERTIFICATE OF SERVICE**

2 The undersigned certifies under the penalty of perjury under the laws of the State of
3 Washington that I am now and at all times herein mentioned, a citizen of the United States, a
4 resident of the state of Washington, over the age of eighteen years, not a party to or interested
5 in the above-entitled action, and competent to be a witness herein.

6 On this date I caused to be served in the manner noted below a copy of the document
7 attached herewith on the following:

8 Patrick L. McGuigan
9 HKM Employment Attorneys LLP
10 600 Stewart Street, Suite 901
11 Seattle, WA 98101-1225
plmcguigan@hkm.com

- Via Legal Messenger
- U.S. Mail, postage prepaid
- Federal Express
- Court ECF
- Email

12 DATED this 9th day of December, 2022.

13 *s/ Heather Persun*
14 _____
15 Heather Persun

EXHIBIT A

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into as of October 24, 2019 between Northwestern LLC, a Washington limited liability company (the "LLC"), and Mercedes Rosalinda Wedaa ("Employee").

RECITALS

A. The LLC wishes to retain Employee's services in the position of Housekeeper & Household Coordinator as described below, and on the terms and conditions, set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the LLC and Employee agree as follows:

1. EMPLOYMENT AND EMPLOYEE'S DUTIES

The LLC will employ Employee, and Employee will accept employment by the LLC, as Housekeeper & Household Coordinator for certain property managed by the LLC that is located in King County, Washington (the "Property") commencing October 28, 2019. Employee will perform such duties as are assigned to Employee by the LLC and its affiliated entities from time to time. Employee's schedule shall be five days per week, each day an eight-hour workday, including such additional days and times as the LLC and Employee mutually agree from time to time.

2. ATTENTION AND EFFORT

Employee will devote all of Employee's productive time, ability, attention and effort to the duties described in this Agreement and will skillfully serve the interests of the LLC during the term of this Agreement. Employee will not directly or indirectly enter into any other employment or render any other services of a business, commercial, or professional nature to any person or organization, whether or not for compensation, without the prior written consent of the LLC.

3. COMPENSATION

The LLC agrees to pay or cause to be paid to Employee, and Employee agrees to accept in exchange for the services rendered by Employee, the following compensation:

3.1. Salary

Employee shall be paid fifty dollars and no cents (\$50.00) per hour for Employee's services on a bi-weekly basis. The LLC shall make all customary payroll deductions (e.g. FICA, Medicare & federal income tax withholding). The LLC shall, in its sole discretion, determine increases, if any, in the hourly wage in future years.

3.2. Eligible for Overtime Pay

To the extent required by Washington law and if Employee is eligible for overtime pay, the LLC will compensate for hours that qualify as overtime hours in accordance with the requirements of Washington law. Any overtime performed by Employee must have the prior approval of the LLC.

3.3 Vacation

Employee will be entitled to fifteen (15) days of paid vacation annually. All vacation will be scheduled at times that are mutually agreeable to the LLC and Employee. Vacation shall be calculated on a calendar year basis and shall be prorated in any partial calendar year in which Employee is employed by the LLC based on the number of days actually worked in that calendar year. Unused vacation days during any calendar year may not be carried forward to subsequent years. In the event of termination of Employee's employment, any accrued, but unused, vacation will be paid on a pro rata basis based on the number of days actually worked that calendar year.

3.4 Additional Perquisites

The LLC shall provide Employee with a portable communication device for use in conjunction with, during the term of, and as a condition of Employee's employment.

4. BENEFITS

During the term of this Agreement, and subject to and in accordance with applicable eligibility requirements, Employee will be entitled to participate in any fringe benefit programs for medical and dental benefits that are provided from time to time by the LLC. The LLC has established such a plan for medical and dental benefits.

5. TERMINATION

Employment of Employee pursuant to this Agreement may be terminated as follows:

5.1. By the LLC

Employee is employed on an at-will basis. This means that, notwithstanding anything in this Agreement, the LLC may terminate the employment of Employee at any time, with or without cause, for any reason or for no reason, upon giving Notice of Termination (as that term is defined below).

5.2. By Employee

Employee may terminate their employment at any time, for any reason or for no reason, upon giving Notice of Termination.

5.3. Automatic Termination

To the extent permitted by law, Employee's employment shall terminate automatically upon Employee's death or total disability. The term "total disability" as used in this Agreement shall mean Employee's inability to perform the duties set forth in Paragraph 1 above with or without accommodation for a period or periods aggregating thirty (30) calendar days in any twelve (12) month period as a result of physical or mental illness, loss of legal capacity or any other cause beyond Employee's control, unless Employee is granted a leave of absence by the LLC as a reasonable accommodation of a disability. Employee and the LLC acknowledge that Employee's ability to perform the duties specified in Paragraph 1 of this Agreement is of the essence of this Agreement. Termination under this Paragraph 5.3 shall be deemed to be effective (a) at the end of the calendar month in which Employee's death occurs or (b) immediately upon a determination by the LLC of Employee's total disability, as defined in this Agreement.

5.4. Notice

The term "Notice of Termination" shall mean at least fourteen (14) days' written notice of termination of Employee's employment, during which period (the "Notice Period") Employee's employment and performance of services will continue; provided, however, that the LLC may, upon notice to Employee and without reducing Employee's compensation during the Notice Period, excuse Employee from any or all of Employee's duties during the Notice Period. The effective date of the termination of Employee's employment shall be the date on which the Notice Period expires.

5.5. Return of LLC Property

No later than the effective date of termination of Employee's employment, Employee shall return to the LLC all company materials and property that have been in Employee's possession, including but not limited to documents and files received or generated in the course of employment (both electronic and paper copies), company vehicle, computer equipment, and portable communication devices.

6. TERMINATION OF PAYMENTS

In the event of termination of Employee's employment, Employee will be paid all accrued compensation through the effective date of termination, and all compensation and entitlement to benefits shall terminate upon the effective date of termination, except as required by law or as provided by the express terms of any benefit plan in which Employee participates.

7. NONDISCLOSURE AND CONFIDENTIALITY

As a material part of the consideration for this Agreement, Employee is entering into a separate agreement concerning nondisclosure of information, confidentiality, and related matters.

That agreement, entitled Confidentiality Agreement and dated October ___, 2019 (“Confidentiality Agreement”), sets forth additional terms and conditions of Employee’s employment and is by this reference incorporated into this Agreement as though it were fully set forth in it.

8. FORM OF NOTICE

All notices under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be deemed to have been duly received (a) when delivered in person, (b) when sent by facsimile transmission (with confirmation of transmission) on a business day; provided, however, that if a notice is sent by facsimile after normal business hours of the recipient or on a non-business day, then it shall be deemed to have been received on the next business day after it is sent, (c) when transmitted by e-mail upon confirmation of delivery of such e-mail, (d) when sent by air express courier service, such as Federal Express, or (e) when sent by registered or certified mail, return receipt requested, to the address set forth below:

If to Employee: Mercedes Rosalinda Wedaa
4730 32nd Avenue South, Apt. B-215
Seattle, WA 98118
thumbellina24m@aol.com

If to the LLC: c/o General Counsel
P.O. Box 94314
Seattle, WA 98124
Fax: (206) 812-8767
generalcounsel@zeframllc.com

or to such other address as either party hereto may furnish to the other in writing in accordance with this section, except that notices of changes of address shall be effective only upon receipt.

9. ASSIGNMENT

This Agreement is personal to Employee and shall not be assignable by Employee. Any assignment made in violation of this Paragraph 9 shall be void. This Agreement shall be assignable by the LLC only to a subsidiary or affiliate of the LLC; or to any corporation, limited liability company, partnership, limited liability partnership, trust for the benefit of Jeff Bezos, or other entity that may be organized by the LLC, or by its owners, as a separate business unit in connection with administration of Jeff Bezos’ personal business affairs. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

10. WAIVERS; REMEDIES CUMULATIVE

No delay or failure by any party to this Agreement in exercising, protecting or enforcing any of its rights, titles, interests or remedies, and no course of dealing or performance with respect thereto, shall constitute a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to any term of this Agreement. The express waiver by a party of any

right, title, interest or remedy in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance. All rights and remedies shall be cumulative and not exclusive of any other rights or remedies.

11. AMENDMENTS IN WRITING

No amendment, modification, waiver, termination or discharge of any provision of this Agreement, nor consent to any departure therefrom by either party, shall be effective unless it shall be in writing, specifically identifying this Agreement and the provision intended to be amended, modified, waived, terminated or discharged and signed by the LLC and Employee, and each such amendment, modification, waiver, termination or discharge shall be effective only in the specific instance and for the specific purpose for which given. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by the LLC and Employee.

12. CHOICE OF LAW

This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Washington without reference to its choice of law principles, except as expressly stated otherwise in this Agreement.

13. ARBITRATION

Any controversies or claims arising out of or relating to this Agreement or arising out of or relating to the employment relationship between the LLC and Employee, including claims under the federal and state antidiscrimination laws and all other statutes governing the employment relationship, shall be fully and finally settled by arbitration in Seattle, Washington, except as provided below. The claims covered by this arbitration clause include disputes regarding the validity and construction of this Agreement, including this arbitration clause. Claims for workers' compensation and unemployment insurance are not covered by this arbitration clause, and this arbitration clause does not prohibit Employee from filing an administrative charge with the Equal Employment Opportunity Commission or any state or local equal employment opportunity agency. The arbitration shall be conducted on an individual basis only. Therefore, the parties are giving up their rights to assert claims as class, collective, other representative, or multi-party actions. Except as otherwise stated in this arbitration clause, the arbitration shall be conducted in accordance with the JAMS Employment Arbitration Rules and Procedures, currently available at www.jamsadr.com/rules-employment-arbitration. The arbitration shall be conducted by one arbitrator either mutually agreed upon by LLC and Employee or chosen in accordance with the JAMS rules. The parties to the arbitration shall have any right to discovery as would be permitted by the Federal Rules of Civil Procedure for a period of ninety (90) days following the commencement of such arbitration and the arbitrator shall resolve any disputes which arise in connection with such discovery. If Employee files a claim in arbitration, the Employee will be responsible for at least the initial filing fee that would apply to a claim filed in court. To the extent required by law to enforce this Agreement, LLC will pay the balance of the arbitrator's fees and administrative costs related to the arbitration. Each party will otherwise bear its own fees and costs, except the prevailing party shall be entitled to costs,

expenses and reasonable attorneys' fees to the extent permitted by law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The statute of limitations applicable to the commencement of a lawsuit will apply to the commencement of an arbitration under this provision. The arbitration shall be confidential and closed to the public, except as required by applicable law. This arbitration clause shall be governed by the Federal Arbitration Act and, to the extent that law does not apply, by Washington state law without reference to its choice of law principles.

14. SEVERABILITY

If any provision of this Agreement shall be held invalid, illegal or unenforceable in any jurisdiction, for any reason, including, without limitation, the duration of that provision, its geographical scope or the extent of the activities prohibited or required by it, then, to the full extent permitted by law (a) all other provisions of this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intent of the parties as nearly as may be possible, (b) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement, and (c) any court or arbitrator having jurisdiction shall have the power to reform such provision to the extent necessary for that provision to be enforceable under applicable law.

15. HEADINGS

All headings used in this Agreement are for convenience only and shall not in any way affect the construction of, or be taken into consideration in interpreting, this Agreement.

16. ENTIRE AGREEMENT

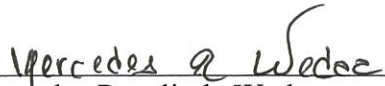
This Agreement constitutes the entire agreement between the LLC and Employee with respect to the subject matter described in it, except as provided in Paragraph 7 with respect to the Confidentiality Agreement. Except with respect to the Confidentiality Agreement, all prior or contemporaneous oral or written communications, understandings or agreements between the LLC and Employee with respect to that subject matter are superseded and nullified in their entireties.

17. REVIEW BY COUNSEL

Employee acknowledges that Employee has been encouraged to consult legal counsel concerning the legal effect of this Agreement, that Employee fully understands the legal effect of this Agreement, and that Employee executes it freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement on the date set forth above.

Employee:


Mercedes Rosalinda Wedaa

Northwestern LLC

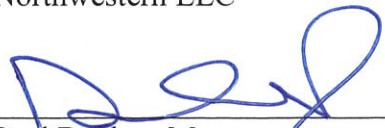

Paul Dauber, Manager

EXHIBIT B

CONFIDENTIALITY AGREEMENT

In consideration of payment to me of \$250, which I have received, and of the offer of employment by Northwestern LLC (the "LLC") for the benefit of Jeff Bezos ("Mr. Bezos") and his family members, and as a term and condition of my employment with the LLC, I, Mercedes Rosalinda Wedaa, understand and agree as follows:

1. Understanding as to Importance of Mr. Bezos' Privacy

I understand and agree that Mr. Bezos places a high value on protecting his privacy, both as to his personal and his business matters. Mr. Bezos considers that preserving his privacy is critical to his personal safety, well-being, and business. This concern for privacy extends to all activities of Mr. Bezos' family members, particularly Mr. Bezos and any children that he may have. I understand and agree that safeguarding the privacy of Mr. Bezos and his family members is an essential obligation of my agreement to provide services.

2. All Information to be Treated as Confidential

I understand and agree that in the performance of my services, I will be exposed to information concerning the personal and/or business matters of Mr. Bezos, his family members, and the LLC. I will also be exposed to information about security measures for the protection of Mr. Bezos and his family members, and their privacy. I agree that all information and material concerning Mr. Bezos and his family members, including their identities and their security, and all information of the LLC ("INFORMATION"), whether or not it is labeled "confidential", and regardless of its source, is to be treated as private and confidential unless I am specifically instructed otherwise.

3. Promise Not to Disclose Information and Protect Privacy

Except as necessary for the performance of my duties, as an employee of LLC, I acknowledge and agree to make all efforts to maintain confidentiality with respect to the INFORMATION. Accordingly, I agree that I shall not at any time during or after the term of my agreement to provide services use, discuss or disclose, directly or indirectly, any information or material in any way relating to Mr. Bezos or any of his family members, including any discussion or disclosure of any personal opinions or comments about Mr. Bezos or any of his family members. I agree and understand that all INFORMATION shall be deemed to be private, secret and sensitive and shall be kept confidential and secret. Any information that I obtain about Mr. Bezos and/or any of his family, friends, and associates, whether business or personal, will be held in the strictest confidence and secrecy. I understand that my obligation to keep INFORMATION confidential under this Agreement does not prevent my disclosure or discussion of sexual harassment or sexual assault occurring in the workplace, at work-related events coordinated by or through the LLC or Mr. Bezos or his family members, or between employees, or between an agent or principal of the LLC or Mr. Bezos or his family members and an employee off the employment premises.

I agree to immediately notify Mr. Bezos of any and every instance whereby I am urged or solicited by any person to violate this Agreement for any purpose.

4. No Interest in Property

Any and all INFORMATION and material, without limitation, whether prepared by me or otherwise coming into my possession, shall remain the sole and exclusive property of Mr. Bezos or the LLC, as applicable, and shall not be used by me in any way whatsoever. Without limiting the foregoing, I shall not photograph, tape, film or otherwise record any picture or likeness of Mr. Bezos and/or his child or children, their voices(s), or any activity by them, without the specific knowledge and consent of Mr. Bezos. I agree that I shall not make or keep any copies of INFORMATION or material, including documents, photographs, tapes, films, or recordings, and that such material which is authorized as part of my work shall be returned to Mr. Bezos or the LLC, as applicable, immediately upon request, or at the end of my agreement to provide services.

I also agree that I will not use, or disclose or show to any person, during or after the term of my rendering services for Mr. Bezos, any of my personal observations, ideas, experiences, images or impressions that refer or pertain in any way to Mr. Bezos or any of his family members, no matter in what form they may be. I give to Mr. Bezos a continuing right during and after my employment to purchase from me for \$10.00 all material that I may create at any time, in whatever form, that refers or pertains in any way to Mr. Bezos or any of his family members.

5. No Right to Conduct Interviews or Disclose INFORMATION to the Media or Any Third Person

I expressly agree that I will not disclose or show to any person during or after the term of my rendering services for Mr. Bezos, any letter, memo, contact, photograph, film, videotapes, audiotapes or other document or writing, pertaining in any way to Mr. Bezos or any of his family members, which was obtained by me through my agreement to provide services and/or in connection with rendering services for Mr. Bezos or any of his family members or otherwise, except to the extent such disclosure is made in furtherance of providing services to Mr. Bezos and is made with Mr. Bezos express knowledge and consent.

6. Assignment of Intellectual Property

All concepts, designs, machines, devices, uses, processes, technology, trade secrets, works of authorship, customer lists, plans, embodiments, inventions, improvements or related work product (collectively "INTELLECTUAL PROPERTY") which I develop, conceive or first reduce to practice during the term of my employment hereunder or within one year after the termination of my employment hereunder, whether working alone or with others, shall be the sole and exclusive property of the LLC, together with any and all INTELLECTUAL PROPERTY rights, including, without limitation, patent or copyright rights, related thereto, and I hereby assign to the LLC all of such INTELLECTUAL PROPERTY. "INTELLECTUAL PROPERTY" shall include only such concepts, designs, machines, devices, uses, processes, technology, trade secrets, customer lists, plans, embodiments, inventions, improvements and work product which (a) relate to my performance of services under this Agreement, to the LLC's field of business or to the LLC's actual or demonstrably anticipated research or development, whether or not developed, conceived or first reduced to practice during normal business hours or with the use of any equipment, supplies, facilities or trade secret information or other resource of the LLC or (b) are developed in whole or in part on the LLC's time or developed using the LLC's equipment, supplies, facilities or trade secret information, or other resources of the LLC, whether or not the work product relates to the LLC's field of business or the LLC's actual or demonstrably anticipated research.

NOTICE: Notwithstanding any other provision of this Agreement to the contrary, this Agreement does not obligate me to assign or offer to assign to the LLC any of my rights in an invention for which no equipment, supplies, facilities or trade secret information of the LLC was used and which was developed entirely on my own time, unless (a) the invention relates (i) directly to the business of the LLC or (ii) to the LLC's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for the LLC. This satisfies the written notice and other requirements of RCW 49.44.140.

7. Disclosure and Protection of Inventions

I agree to disclose in writing all concepts, designs, processes, technology, plans, embodiments, inventions or improvements constituting INTELLECTUAL PROPERTY to the LLC promptly after the development thereof. At the LLC's request and at the LLC's expense, I will assist the LLC or its designee in efforts to protect all rights relating to such INTELLECTUAL PROPERTY. Such assistance may include, without limitation, the following: (a) making application in the United States and in foreign countries for a patent or copyright on any work products specified by the LLC; (b) executing documents of assignment to the LLC or its designee of all of my right, title and interest in and to any work product and related intellectual property rights; and (c) taking such additional action (including, without limitation, the execution and delivery of documents) to perfect, evidence or vest in the LLC or its designee all right, title and interest in and to any INTELLECTUAL PROPERTY and any rights related thereto.

8. Nondisclosure; Return of Materials

During the term of my employment by the LLC and following termination of such employment, I will not disclose (except as required by my duties to the LLC), any concept, design, process, technology, trade secret, customer list, plan, embodiment, or invention, any other INTELLECTUAL PROPERTY or any other confidential information, whether patentable or not, of the LLC of which I become informed or aware during my employment, whether or not developed by me. In the event of the termination of my employment with the LLC, I will return all documents, data and other materials of whatever nature, including, without limitation, drawings, specifications, research, reports, embodiments, software and manuals to the LLC which pertain to my employment with the LLC or to any INTELLECTUAL PROPERTY and shall not retain or cause or allow any third party to retain photocopies or other reproductions of the foregoing.

9. Material Breach; Legal Remedies

(a) I acknowledge that any disclosure by me to any unauthorized person of any INFORMATION or INTELLECTUAL PROPERTY shall constitute a material breach of the terms of this Agreement, and may also constitute a breach of trust, breach of fiduciary duty, violation of trade secret, and invasion of privacy, among other things. I further acknowledge that any disclosure or dissemination by me of any INFORMATION or INTELLECTUAL PROPERTY will cause severe and irreparable harm to Mr. Bezos and the LLC. Therefore, I understand and agree that Mr. Bezos and the LLC shall have the right to bring a legal proceeding against me; for an injunction in court to prevent the continued disclosure of INFORMATION and/or INTELLECTUAL PROPERTY; to obtain damages against me for my breach of this Agreement; for damages for the violation of any other, noncontractual legal duties.

(b) I acknowledge that any use or disclosure by me of any INFORMATION or INTELLECTUAL PROPERTY will deprive Mr. Bezos or the LLC of the right to use that INFORMATION or INTELLECTUAL PROPERTY for their own benefit and/or otherwise result in a depletion of the value of that INFORMATION or INTELLECTUAL PROPERTY to Mr. Bezos or the LLC. I expressly agree that, also without limiting any other rights or remedies Mr. Bezos or the LLC may have, Mr. Bezos and the LLC shall be entitled to recover any and all monies or other benefits whatsoever received by me or on my behalf from any and all sources, including but not limited to the media, in connection with any use or dissemination by me of any INFORMATION or INTELLECTUAL PROPERTY. I hereby irrevocably direct any third party payer(s) of such monies and other benefits to pay such money directly to Mr. Bezos or the LLC, payment of which shall satisfy fully their obligation to make such payments to me. The foregoing shall not, however, release any third party from liability for participating in or inducing a breach of this Agreement, or otherwise for violating any of Mr. Bezos or the LLC's rights.

10. Material Provisions; Waiver

I understand and agree that each provision of this Agreement is a material provision and that failure to perform any one provision hereof shall be the basis for voiding the entire Agreement at the option of the other party, or for pursuing an action at law for such breach. Although Mr. Bezos may waive or excuse any particular failure by me to perform any provision of this Agreement, any such waiver shall not be deemed a waiver regarding any future breach and shall not preclude Mr. Bezos from enforcing this Agreement upon any subsequent breach.

11. Severability; Enforceability

I believe that the agreement I am making herein is reasonable and valid; however, if any court determines that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not thereby be affected and shall be given full force and effect without regard to the invalid portions.

If any court determines that any part of this Agreement is unenforceable, such court shall have the power to reduce the scope and/or duration, as the case may be, and, in its reduced form, such provision shall then be enforceable.

12. Attorneys' Fees

Each party shall be responsible for his/her own attorneys' fees and costs incurred in connection with any legal proceeding arising out of, or relating to, this Agreement, except as provided in Paragraph 14 hereof.

13. Choice of Law

This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Washington without reference to its choice of law principles, except as expressly stated otherwise in this Agreement.

14. Arbitration

Subject to the provisions of Paragraph 9(a) above concerning the availability of injunctive relief in court, any controversies or claims arising out of or relating to this Agreement or arising out of or relating to the employment relationship between the LLC and me, including claims under the federal and state antidiscrimination laws and all other statutes governing the employment relationship, shall be fully and finally settled by arbitration in Seattle, Washington, except as provided below. The claims covered by this arbitration clause include disputes regarding the validity and construction of this Agreement, including this arbitration clause. Claims for workers' compensation and unemployment insurance are not covered by this arbitration clause, and this arbitration clause does not prohibit me from filing an administrative charge with the Equal Employment Opportunity Commission or any state or local equal employment opportunity agency. The arbitration shall be conducted on an individual basis only. Therefore, I am giving up my right to assert claims as a class, collective, other representative, or multi-party actions. Except as otherwise stated in this arbitration clause, the arbitration shall be conducted in accordance with the JAMS Employment Arbitration Rules and Procedures, currently available at www.jamsadr.com/rules-employment-arbitration. The arbitration shall be conducted by one arbitrator either mutually agreed upon by LLC and me or chosen in accordance with the JAMS rules. The parties to the arbitration shall have any right to discovery as would be permitted by the Federal Rules of Civil Procedure for a period of ninety (90) days following the commencement of such arbitration and the arbitrator shall resolve any disputes which arise in connection with such discovery. If I file a claim in arbitration, I will be responsible for at least the initial filing fee that would apply to a claim filed in court. To the extent required by law to enforce this Agreement, LLC will pay the balance of the arbitrator's fees and administrative costs related to the arbitration. Each party will otherwise bear its own fees and costs, except the prevailing party shall be entitled to costs, expenses and reasonable attorneys' fees to the extent permitted by law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The statute of limitations applicable to the commencement of a lawsuit will apply to the commencement of an arbitration under this provision. The arbitration shall be confidential and closed to the public, except as required by applicable law. This arbitration clause shall be governed by the Federal Arbitration Act and, to the extent that law does not apply, by Washington state law without reference to its choice of law principles.

15. Review by Counsel

I have been encouraged to consult my legal counsel about this Agreement. I understand this Agreement and its legal effect, and sign it freely and voluntarily.

Mercedes R Wedaa
Mercedes Rosalinda Wedaa

Date: 10/24/2019

RECEIPT

October 24, 2019

Received from Northwestern LLC the sum of \$250 as payment in full of the consideration stated in the Confidentiality Agreement in favor of Jeff Bezos dated October ____, 2019.

Mercedes R Wedaa
Mercedes Rosalinda Wedaa

EXHIBIT C

From: Ronna Crewse
Sent: Tuesday, October 15, 2019 4:22 PM
To: thumbellina24m@aol.com
Subject: Confidential - Offer of Employment
Attachments: Employee Confidentiality Agreement - Mercedes Wedaa.pdf; Employment Agreement - Mercedes Wedaa.pdf

Good afternoon Mercedes,

We are very excited to extend an offer of employment to you on behalf of Northwestern, LLC.

Attached, please find the following documents:

- Employment Agreement between you and Northwestern LLC.
- Confidentiality Agreement between you and Northwestern LLC - Please note that a check will be sent to you in the amount of \$250.00, per paragraph 1 of the Confidentiality Agreement.

We encourage you to have your counsel review the employment and confidentiality Agreements. The LLC will reimburse you for the expense associated with your attorney's review of the documents. Once your review is completed, if you or your counsel would like to discuss any aspect of the documents I will arrange for you to speak with our attorney.

I will send you hard copies of your agreements via FedEx for delivery no later than Thursday, October 17th. Please sign both copies of the Employment and Confidentiality Agreements and return one copy of the Confidentiality Agreement and both copies of the Employment Agreement to me. I will return to you a fully executed copy of the Employment Agreement once it has been counter-signed.

I will also send you information regarding our health insurance plan and employment forms. You will be eligible for benefits starting the first of the month after your start date.

I will include a self-addressed FedEx envelope, along with the materials I send you today, for you to use when you're ready to send me your signed agreements. I will use the following mailing address:

4730 32nd Avenue South, Apt. B-215
Seattle, WA 98118

We are very excited to have you join the team! Please don't hesitate to call me with any questions, and let me know if I can do anything else to help with this process. I can be reached at (206) 812-8762 or by email at ronna@zeframllc.com.

Best Regards,

Ronna

Ronna Crewse
Zefram, LLC
(P) 206 812 8762
(F) 206 812 8763
ronna@zeframllc.com

EXHIBIT D

Northwestern LLC

September 2, 2022

Dear Mercedes,

The company has made the decision to end the employment relationship with you, effective September 2, 2022.

Your final paycheck for all wages earned through September 2, 2022, and any accrued but unused vacation time, will be paid to you via direct deposit on September 16, 2022.

If you receive medical insurance coverage through the company, you will receive a COBRA Continuation Coverage Election Notice separately.

Enclosed is the voluntary ***Confidential Separation Agreement***, for you to consider. If you wish to receive the separation package benefits. You can send the signed documents to me at:

505 5th Avenue South
Suite 550
Seattle, WA 98104

Please give me a call if you have any questions. I can be reached at 425 480-9705 or via email at Ronna@zeframllc.com.

We wish you the best of luck and success in your future endeavors.

Sincerely,

Ronna Crewse

PO Box 94314, Seattle, WA 98124