Honorable Grant Blinn

SUPERIOR COURT OF WASHINGTON
IN AND FOR PIERCE COUNTY

M.N., A.B., G.T., and W.N., individually and on behalf of all others similarly situated,

Plaintiffs,

v.

MULTICARE HEALTH SYSTEM, INC., a Washington corporation,

Defendant.

No. 18-2-08055-5

CLASS ACTION SETTLEMENT AGREEMENT

KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3052
TELEPHONE: (206) 623-1900
FACSIMILE: (206) 623-3384

LIST OF EXHIBITS

Exhibit A	Preliminary Approval Order
Exhibit B	Declaration of Julie Green
Exhibit C	Long-Form Notice
Exhibit D	Email Notice
Exhibit E	Postcard Notice
Exhibit F	Judgment
Exhibit G (see below ¶¶ 75, 102)	Plan of Allocation

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Subject to the approval of the Court, this Class Action Settlement Agreement ("Settlement Agreement") is entered in the above-captioned action (the "Action") between and among Plaintiffs M.N., A.B., and G.T. (the "Named Plaintiffs"), on behalf of themselves and the Settlement Classes, on the one hand, and Defendant MultiCare Health System, Inc. ("Defendant"), on the other. The Named Plaintiffs, Settlement Classes, and Defendant (collectively, the "Parties") enter into this Settlement Agreement to effect a full and final settlement and dismissal of this Action.

I. RECITALS

1. On May 11, 2018, Plaintiff M.N. filed this Action. An amended class action complaint was filed in this Action on August 2, 2018, in which Plaintiffs A.B. and G.T. were added. The amended complaint also added an additional Plaintiff, W.N., who was later dismissed pursuant to stipulation as a proposed class representative; the stipulation, however, did not affect W.N.'s status as an absent class member.

2. The Named Plaintiffs moved for class certification on September 27, 2019. After briefing and a hearing, the Court certified two classes, the "Weberg Treatment Class" and the "General Treatment Class," on January 22, 2020, appointed Keller Rohrback L.L.P. as Class Counsel for both classes, and directed the provision of notice to the Classes.

3. Defendant thereafter moved for summary judgment on all claims asserted by the General Treatment Class. The motion was granted on July 31, 2020, after which a final stipulated judgment as to the General Treatment Class was entered in accordance with CR 54(b). Proceedings before this Court were stayed for the pendency of the appeal.

4. An appeal to Division II of the Washington Court of Appeals followed. After Division II affirmed the summary judgment and granted the Named Plaintiffs' motion to publish its decision, the Named Plaintiff successfully petitioned the Washington Supreme Court to hear their appeal.

5. After briefing and oral argument, the Washington Supreme Court on January 18,

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2024, reversed Division II and the Court and remanded the case for further proceedings.

6. After remand, the Parties began to mediate their dispute with Keith M. Kubik of the Kubik Mediation Group. There were two full mediation sessions, one on June 24, 2024, and another on April 17, 2025. Mr. Kubik also had numerous discussions with the Parties outside these sessions. After exhaustive, arms-length negotiations, the Parties finally reached an agreement in principle in May 2025.

7. This Action has been thoroughly litigated—not just on appeal, but also before this Court. When the Parties reached an agreement in principle, trial was set for August 25, 2025. The Parties have engaged in extensive discovery, including the production of approximately 30,000 documents by Defendant, approximately 4,500 documents by the Named Plaintiffs, and approximately 4,000 documents from third parties; the exchange of written discovery requests and responses; the deposition of each of the Named Plaintiffs; and the deposition of witnesses for Defendant.

8. Before entering into this Settlement Agreement, Class Counsel conducted a thorough assessment of the relevant law, facts, and allegations to assess the merits and strengths of the claims and potential defenses thereto, and, based on that assessment, believe that the Settlement Agreement reflects a fair, reasonable, and adequate resolution of the Settlement Classes' claims, which they continue to believe are meritorious, when balanced against the risks associated with continuing to litigate them and the time it would take to secure a recovery (if any).

II. DEFINITIONS

9. In addition to the terms defined elsewhere in the Settlement Agreement, the following terms used here shall have the meanings specified below.

10. "Court" means the Superior Court of Pierce County.

11. "Class Counsel" means Keller Rohrback L.L.P.

12. "Escrow Account" means an interest-bearing escrow account maintained by the

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Escrow Agent, which account shall be under the exclusive control of Class Counsel.

13. "Escrow Agent" means CPT Group, Inc., the company designated by Class Counsel to maintain the Escrow Account.

14. "Escrow Agreement" means the agreement between Class Counsel and the Escrow Agent, setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

15. "Fee and Expense Award" means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their attorneys' fees and expenses in connection with the Action and the Settlement.

16. "Email Notice" means the Court-approved notice to be sent to Settlement Class Members for whom an email address is available (including those who may later file Requests to Opt-Out), substantially in the form attached as Exhibit D.

17. "Final" means, with respect to any order of a court, including the Judgment, that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal.

18. "Final Approval Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of determining whether Settlement should be finally approved as fair, reasonable, and adequate; ruling on an application for Service Awards; and ruling on an application for a Fee and Expense Award.

19. "Final Date" means the date on which the Judgment becomes Final.

20. "Judgment" means a separate judgment to be entered by the Court, pursuant to CR 54 and 58, dismissing the Action with prejudice, listing (in an exhibit) all persons who have timely and properly opted out of the Settlement Agreement as permitted by the Court, and reserving to the Court exclusive personal and subject-matter jurisdiction with respect to the resolution of all matters relating to the implementation or enforcement of this Settlement Agreement. The Judgment shall be entered substantially in the form set forth in Exhibit F.

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21. "Long-Form Notice" means the Court-approved notice to be made available on the Settlement Website, substantially in the form attached as Exhibit C.

22. "Net Settlement Fund" means the Settlement Fund less (i) the Fee and Expense Award; (ii) the Service Awards; (iii) Notice and Administration Costs; and (iv) such other costs, expenses, or amounts as may be awarded or allowed by the Court.

23. "Notice" means, collectively, the Postcard Notice, Email Notice, and Long-Form Notice.

24. "Notice Plan" means the proposed plan of providing Notice to the Settlement Classes.

25. "Notice and Administration Costs" means (i) the costs, fees and expenses that are incurred in connection with the Notice Plan; (ii) any costs, fees and expenses that are incurred by the Escrow Agent; and (iii) other reasonable costs, fees and expenses that are incurred in connection with administration of the settlement, including the Plan of Allocation.

26. "Objection Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement Agreement in accordance with Section X and other related terms of this Settlement Agreement in order to qualify them to be able to object to the Settlement.

27. "Opt-Out Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Request to Opt-Out must be filed with the Settlement Administrator in accordance with Section IX and the other related terms of this Settlement Agreement in order for a Settlement Class Member to be excluded from the Settlement Classes.

28. "Parties" means, collectively, the Named Plaintiffs, the Settlement Classes, and Defendant.

29. "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund or such other plan of allocation as the Court may approve.

30. "Preliminary Approval Order" means the order preliminarily approving this

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Settlement Agreement and directing the provision of notice, substantially in the form attached as Exhibit A.

31. "Postcard Notice" means the Court-approved short-form notice to be directly mailed to Settlement Class Members (including those who may later file Requests to Opt-Out) in accordance with the Notice Plan, substantially in the form attached as Exhibit E.

32. "Released Claims," means, with respect to Settlement Class Members, to the fullest extent permitted by law or equity, any and all claims and causes of action of every nature and description, whether arising under federal state, common or foreign law, or any other law, rule, or regulation, that were asserted, or that arise out of the same underlying allegations asserted, in the Action.

33. "Released Parties" means Defendant and Defendant's successors, assigns, parents, subsidiaries, affiliates, principals, officers, directors, employees, agents, attorneys, advisors, representatives, heirs, administrators, and insurers, including but not limited to Berkshire Hathaway Specialty Insurance and National Fire & Marine Insurance Company.

34. "Request to Opt-Out" means a timely written request from a Settlement Class Member who seeks to opt out of the Settlement Classes, and which complies with the requirements in Section IX of this Settlement Agreement.

35. "Service Award(s)" means the incentive/service awards for the Named Plaintiffs as approved by the Court.

36. "Settlement Administrator" means CPT Group, Inc.

37. "Settlement Classes" means the Weberg Treatment Class and General Treatment Class, as certified and defined by the Court in its Order Granting Class Certification, filed January 22, 2020, with the exception of:

A. persons who file Requests to Opt-Out in accordance with this Settlement Agreement and the Class Notice or who properly and timely excluded themselves from the Weberg Treatment Class or General Treatment Class

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after receiving notice of class certification in 2020;

B. the officers and directors of Defendant; and

C. the presiding judge and any judicial staff involved in this Action.

38. "Settlement Class Member" means any member of the Settlement Classes.

39. "Settlement Fund" means the sum of $4 million in United States dollars, which Defendant shall cause to be deposited into the Escrow Account no later than 14 business days after entry of the Preliminary Approval Order.

40. "Settlement Website" means a website that will be referenced in the Postcard Notice and Email Notice and that will contain detailed information about the Settlement Agreement for the benefit of the Settlement Classes.

41. "Taxes" means all federal, state, or local taxes of any kind imposed on, or measured by reference to or in connection with any income earned by, the Settlement Fund and the expenses and costs incurred in connection with the taxation or tax treatment of the Settlement Fund (including, in each case and without limitation, interest, penalties, additions to tax and the reasonable expenses of tax attorneys and accountants).

42. "Tax Expenses" means any tax-related expenses and costs incurred in connection with the operation and implementation of this Settlement Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns or other tax-related documentation (including those described in Section XII)).

43. "Treas. Reg." means the United States Treasury regulations.

III. SETTLEMENT CONSIDERATION

44. In consideration of the Released Claims against the Released Parties, Defendant agrees to pay the Settlement Fund for the benefit of Settlement Class Members in the manner described in this Section III.

45. Defendant shall cause the Settlement Fund to be deposited into the Escrow

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Account no later than 14 business days after entry of the Preliminary Approval Order, with the Escrow Agent, CPT Group, Inc., as payee. Other than the obligation of Defendant to cause to be paid this amount to the Escrow Agent, Defendant shall not have any obligation to make any payment into the Escrow Account pursuant to this Settlement Agreement. If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or does not become Final for any reason, then the funds in the Escrow Account shall be promptly released and returned to Defendant (along with all accrued interest).

46. If the Settlement Fund is deposited into the Escrow Account later than 14 business days after entry of the Preliminary Approval Order, Named Plaintiffs reserve the right to move to enforce the Settlement Agreement, including seeking interest on any unpaid amount.

47. The interest earned on the Settlement Fund shall be allocated as set forth in the Plan of Allocation. If the Settlement Agreement does not become Final and the Settlement is terminated, the interest earned on the Settlement Fund shall be for the benefit of Defendant.

48. The Settlement Fund shall be used to pay (i) the Fee and Expense Award; (ii) the Service Awards; (iii) Notice and Administration Costs; and (iv) such other costs, expenses, or amounts as may be awarded or allowed by the Court. The balance remaining in the Settlement Fund (the Net Settlement Fund) shall be distributed to Settlement Class Members as provided in the Plan of Allocation.

49. Defendant shall have no responsibility or liability for the maintenance, preservation, investment, or distribution of any amount of the Settlement Fund or the Net Settlement Fund.

50. Class Counsel may pay from the Escrow Account, without further order of the Court, all reasonable Notice and Administration Costs. If this Settlement Agreement is terminated pursuant to its terms, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid to Defendants.

51. Except as provided herein or pursuant to orders of the Court, the Net Settlement

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Fund shall remain in the Escrow Account prior to the Final Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Settlement Agreement or further order of the Court.

IV. RELEASE OF CLAIMS

52. The obligations incurred pursuant to this Settlement Agreement shall be in full and final disposition of the Action as against Defendant, shall fully and finally release any and all Released Claims as against all Released Parties.

53. Pursuant to the Judgment, upon the Final Date, Named Plaintiffs and each of the Settlement Class Members, on behalf of themselves and any of their personal representatives, spouses, domestic partners, trustees, heirs, executors, administrators, predecessors, successors, or assigns shall be deemed by operation of law to have fully, finally, and forever released, relinquished, waived, discharged, and dismissed all Released Claims, and covenant not to pursue any or all Released Claims against any Released Party.

54. Pursuant to the Judgment, upon the Final Date, Defendant and each of the other Released Parties shall be deemed by operation of law to have released, relinquished, waived, discharged, and dismissed each and every claim relating to the institution or prosecution of the Action by Named Plaintiffs, Class Counsel, and Settlement Class Members.

V. PRELIMINARY AND FINAL APPROVAL

55. After the execution of this Settlement Agreement, Class Counsel shall submit the Settlement Agreement together with its exhibits to the Court and shall move the Court for preliminary approval of the Settlement Agreement. Class Counsel shall also submit a copy of a proposed form of a Preliminary Approval Order, in substantially the form set forth attached as Exhibit A.

56. The Preliminary Approval Order shall:

A. confirm the Court's certification of the Settlement Classes, its

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appointment of the Named Plaintiffs as representatives of the Settlement Classes, and its appointment of Class Counsel as counsel for the Settlement Classes;

B. preliminarily approve the Settlement as fair, adequate, and reasonable to Settlement Class Members;

C. determine that Class Counsel have and had the authority to execute this Settlement Agreement on behalf of the Named Plaintiffs and the Settlement Classes;

D. determine that the Notice Plan complies with all legal requirements, including but not limited to due process;

E. appoint the Settlement Administrator;

F. direct that Notice be given as provided in this Settlement Agreement;

G. provide that any objections by any Settlement Class Member to the Settlement Agreement shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline, such objector files with the Court a written objection and (if applicable) notice of the objector's intention to appear, and otherwise complies with the requirements in Section X and the other related terms of this Settlement Agreement;

H. establish dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement Agreement, and/or in response to any valid and timely objections;

I. schedule the Final Approval Hearing on a date ordered by the Court, to be provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Settlement Agreement should be

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reasonable to Settlement Class Members, and direct the consummation of the Settlement Agreement pursuant to its terms and conditions;

B. determine that the Notice Plan was carried out in compliance with the Court's Preliminary Approval Order, and in full satisfaction of all applicable legal requirements;

C. dismiss the Action with prejudice, and except as expressly provided for in this Settlement Agreement, without costs, in favor of Defendant and against all Settlement Class Members;

D. declare that the Named Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully, and finally releases and forever discharges each of the Released Parties from the Released Claims; and

E. reserve to the Court exclusive personal and subject-matter jurisdiction with respect to the resolution of all matters relating to the implementation or enforcement of this Settlement Agreement and the Judgment.

59. The Judgment shall be submitted along with the motion for final approval of the Settlement Agreement.

VI. MOTION FOR FEE AND EXPENSE AWARD AND SERVICE AWARDS

60. At the time set by the Court in the Preliminary Approval Order, but no later than 21 days before the Objection Deadline, Class Counsel may apply for approval by the Court of a Fee and Expense Award, and Service Awards, to be paid from the Settlement Fund. The attorneys' fees for which Class Counsel may apply shall not exceed one third of Settlement Fund.

61. Within 10 days after the Court has ruled on Class Counsel's application for a Fee and Expense Award and Service Awards and entered the Judgment, the Settlement Administrator shall pay from the Settlement Fund any Fee and Expense Award approved by the

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Court into a trust account maintained by Class Counsel. In the event the Final Date does not occur, Class Counsel agree to repay the full Fee and Expense Award, plus interest at the rate earned by the Settlement Fund, to Defendant, within 14 days of Class Counsel's receiving written notice that Defendant is terminating the Settlement Agreement because the Final Date has not occurred. Defendant shall have responsibility for the payment of any Taxes due on interest repaid.

62. Class Counsel, and any other attorneys who are allocated any portion of the Fee and Expense Award, agree, as a condition of receiving payment of any portion of the Fee and Expense Award, that they are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this Section VI. If Class Counsel fail to repay any portion of the Fee and Expense Award as required by this Section VI, the Court shall, upon application by Defendant and notice to Class Counsel, issue such orders as appropriate to compel compliance by Class Counsel and any other attorneys, and shall, if circumstances warrant, award reasonable attorneys' fees and expenses incurred by Defendant in connection with enforcement of the provisions of this Section VI.

63. Class Counsel shall have the sole and absolute discretion to allocate the Fee and Expense Award amongst Class Counsel and any other attorneys. Defendant shall have no liability or other responsibility for allocation of any Fee and Expense Award.

64. The Parties agree that Class Counsel, on behalf of the Named Plaintiffs, may apply to the Court for a Service Award to each of the Named Plaintiffs, each of which shall not exceed $5,000, for their services as class representatives. Any Service Awards approved by the Court shall be paid from the Settlement Fund within 10 days after the Final Date occurs. The Parties agree that the Court has the authority under this Settlement Agreement to issue Service Awards, and that the decision whether or not to award any such payment, and the amount of that payment, rests in the exclusive discretion of the Court.

65. This settlement was reached as a result of mediation conducted under the

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supervision of Keith Kubik. The Parties have not discussed payments of service or incentive awards or attorneys' fees and expenses in their negotiations of this Settlement Agreement and Defendant reserves all rights in connection with Class Counsel's application for a Fee and Expense Award and Service Awards.

VII. NOTICE AND SETTLEMENT ADMINISTRATION

66. As soon as practicable after the Settlement Fund is deposited in the Escrow Account, the Settlement Administrator will be paid out of the Settlement Fund an amount sufficient to cover the cost of the Notice Plan ("Initial Notice Payment'), as invoiced by the Settlement Administrator. This deadline for payment of the Initial Notice Payment may be extended by consent of the Parties and the Settlement Administrator.

67. After payment of the Initial Notice Payment, all subsequent amounts for Notice and Administration Costs (as invoiced by the Settlement Administrator or Escrow Agent and approved by Class Counsel) shall be paid out of the Settlement Fund within 30 days after the submission of an invoice by the Settlement Administrator or Escrow Agent. This deadline may be extended by consent of the Parties and, as applicable, the Settlement Administrator or Escrow Agent.

68. The Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendant and Class Counsel and will utilize best efforts to ensure that any information provided to it by Settlement Class Members, or for the benefit of Settlement Class Members, will be kept confidential and secure, and used solely for the purpose of effecting this Settlement.

69. At or before the time Class Counsel submits this Settlement Agreement to the Court for preliminary approval, Defendant shall provide the Settlement Administrator with the most current information it possesses regarding Settlement Class Members' email addresses, physical addresses, and any other similar contact information.

70. In fulfilling its responsibility to provide notice to Settlement Class Members, the

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Settlement Administrator shall be responsible for, without limitation, consulting on and designing the Notice to the Settlement Classes, although Notice shall be substantially consistent with the Postcard Notice, Email Notice, and Long-Form Notice attached as Exhibits C, D, and E, respectively.

71. The Settlement Administrator shall complete dissemination of Postcard Notice and Email Notice to the Settlement Class Members by 30 days after the Preliminary Approval Order.

72. The Settlement Administrator shall ensure that the Settlement Website is ready for use by Settlement Class Members by 30 days after the Preliminary Approval Order, as explained in more detail in the Declaration of Julie Green filed in support of the motion for preliminary approval and attached to this Settlement Agreement as Exhibit B.

73. A copy of this Settlement Agreement and Exhibits hereto, the motion for preliminary approval, the motion for Service Awards and Fee and Expense Award, the motion for final approval, and Court orders pertaining to the Settlement, shall be posted and available for download on the Settlement Website maintained by the Settlement Administrator. The information shall remain on the Settlement Website until distribution of all settlement benefits is substantially completed.

74. The Settlement Administrator will periodically provide information to Class Counsel and Defendant regarding objections and requests to be excluded from the Settlement Classes. By the business day preceding the day on which the reply papers in support of the motion for final approval of the Settlement are due, the Settlement Administrator shall inform Class Counsel and Defendant of the total number of objections to and requests to be excluded from the Settlement Classes (both timely and valid, and untimely or otherwise invalid).

VIII. PLAN OF ALLOCATION

75. The Plan of Allocation is set forth in Exhibit G to this Settlement Agreement, but is not incorporated by reference herein. Defendant shall have no liability or other responsibility for the Plan of Allocation.

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76. This is a common-fund settlement. There will be no reversion of the Settlement Fund to Defendant upon the occurrence of the Final Date.

77. The Plan of Allocation is a matter separate and apart from the proposed Settlement Agreement and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement Agreement. The Plan of Allocation is a not a necessary term of this Settlement Agreement, and it is not a condition of this Settlement Agreement that any particular plan of allocation be approved by the Court. Any order relating solely to the allocation of the Net Settlement Fund among Settlement Class Members or any request for further judicial review from any order relating solely thereto or reversal or modification thereof shall not operate to terminate the Settlement Agreement.

IX. OPT-OUTS

78. Any persons wishing to exclude themselves from the Settlement Agreement must submit a Request to Opt-Out to the Settlement Administrator that shall be postmarked no later than the Opt-Out Deadline.

79. The Settlement Website shall contain a printable form for Requests to Opt-Out.

80. A Request to Opt-Out must (i) identify the case name of the Action; (ii) identify the name and current address of the person seeking exclusion from the Settlement Agreement; (iii) be personally signed by the person seeking exclusion; (iv) include a statement clearly indicating the person's intent to be excluded from the Settlement Agreement; and (v) request exclusion only for the one person whose personal signature appears on the Request to Opt-Out.

81. Any person who submits a Request to Opt-Out shall not be a Settlement Class Member, and this Settlement Agreement and the Judgment shall not bind such person. Each Settlement Class Member who does not submit a Request to Opt-Out shall be a Settlement Class Member and shall be bound by all terms of this Settlement Agreement and the Judgment.

82. Opting out of, and objecting to, this Settlement Agreement are mutually exclusive options. Any person who properly opts outs of this Settlement Agreement is not a Settlement

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Class Member and lacks standing to object to the Settlement Agreement.

83. The Settlement Administrator shall send electronic copies of all Requests to Opt-Out to Class Counsel and counsel for Defendants. A list of the names of persons who have properly opted out under this Section IX shall be attached to the Judgment.

X. OBJECTIONS

84. Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a written objection to the Court and Class Counsel on or before the Objection Deadline, as specified in the Preliminary Approval Order.

85. The written objection must include:

A. the case name and number of the Action;

B. the full name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;

C. a statement of whether the objection applies only to the objector, to a specific part of the Settlement Classes, or to the Settlement Classes as a whole;

D. a statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement, along with the caption of each case in which the objector has made such objection;

E. a statement whether the objector has sold or otherwise transferred the right to their recovery in this Action to another person or entity, and, if so, the identity of that person or entity;

F. a statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;

G. a statement of whether the objecting Settlement Class Member intends to

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appear at the Final Approval Hearing, and if so, whether personally or through counsel; and

H. the objector's signature.

86. If an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), these requirements may be excused by the Court upon a showing of good cause.

87. Any Settlement Class Member who fails to substantially comply with the requirements of this Settlement Agreement governing objections shall be deemed to have waived any such objection, shall not be permitted to object to any terms or to approval of the Settlement Agreement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement Agreement, the terms of this Settlement Agreement, the Fee and Expense Award, or Service Awards by appeal or any other means.

XI. MODIFICATION OR TERMINATION OF SETTLEMENT AND RESERVATION OF RIGHTS

88. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approval of the Court; provided, however, that, after entry of the order granting final approval of the Settlement Agreement and the Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents without further approval by the Court if such changes are consistent with the Court's order of final approval and the Judgment and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

89. Defendant may, in its sole discretion, terminate this Settlement Agreement if more than a specified number of individuals submit Requests to Opt-Out, as agreed to by the Parties and submitted to the Court for in camera review. If Defendant elects to terminate the Settlement Agreement under this provision, it shall provide written notice within 10 days following the date on which the Settlement Administrator informs Defendant and Class Counsel

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the Escrow Agent, as instructed by the Settlement Administrator, out of the Settlement Fund without the need for any further authorization (including an order from the Court).

93. The Settlement Administrator shall comply with all legal requirements regarding tax withholding, tax reporting, and tax compliance (including filing all tax returns and other returns). Class Counsel shall provide such assistance as the Settlement Administrator reasonably requests to enable the Settlement Administrator to comply with the preceding sentence. All returns filed by the Settlement Administrator shall be consistent with this Section XII (including with respect to the election described in Paragraph 95).

94. Notwithstanding anything in this Settlement Agreement or the Escrow Agreement to the contrary, the Settlement Administrator is hereby authorized and instructed to deduct and/or withhold from distribution to Settlement Class Members any (i) Taxes required to be deducted or withheld by law (including under Treas. Reg. §1.468B-2(l)(2), if applicable) and (ii) any funds necessary to pay Taxes or Tax Expenses (including the establishment of adequate reserves for any Taxes and Tax Expenses). Any amount deducted or withheld in accordance with this Paragraph shall be treated as having been paid to the person in respect of whom such deduction or withholding was made.

95. The Parties agree to treat the Escrow Account at all times as a qualified settlement fund for U.S. federal income tax purposes within the meaning of Treas. Reg. §§ 1.468B-1 through 1.468B-5. The Parties, the Settlement Administrator, and the Escrow Agent shall, and shall cause their affiliates to, take any action reasonably necessary to ensure the Escrow Account satisfies the requirements of Treas. Reg. §§ 1.468B-1 through 1.468B-5 (including the requirement to ensure that economic performance occurs at the time of the transfer to the Escrow Account pursuant to Treas. Reg. § 1.468B-3(c)). The Settlement Administrator shall be, and hereby is, appointed the "administrator" within the meaning of Treas. Reg. § 1.468B-2(k)(3). If the Settlement Administrator cannot or will not serve as the administrator in accordance with the preceding sentence, the administrator shall be such other

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professional settlement administrator firm as the Parties shall reasonably select.

96. The Parties agree to cooperate with the Settlement Administrator (and any person other than the Settlement Administrator that serves as the administrator of the qualified settlement fund as described in Paragraph 95), the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Settlement Agreement.

XIII. MISCELLANEOUS

97. When a period of time in this Settlement Agreement is stated in days, the period is computed by excluding the day of the event that triggers the period; counting every day, including intermediate Saturdays, Sundays, and legal holidays; and including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

98. When a period of time in this Settlement is stated in "business days," however, the period is computed by excluding the day of the event that triggers the period; counting every day that is not a Saturday, Sunday, or legal holiday; and including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

99. The Parties agree to cooperate in good faith and use their best efforts to effectuate all their respective obligations under the Settlement Agreement, including obtaining preliminary and final settlement approval, and all steps that may be necessary in order to reach the Final Date, and to do so as quickly and efficiently as practicable. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provision that may become necessary to effectuate the terms of the settlement embodied in the Settlement Agreement, the Parties shall mediate the disagreement before Keith Kubik. The Parties shall not seek the Court's intervention until they have exhausted the mediation process.

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100. This Settlement Agreement is made in compromise of a dispute. Regardless of whether the Court approves this Settlement Agreement, neither this Settlement Agreement nor anything that any of the Parties stated or did during the negotiation of this Settlement Agreement will be construed or used in any manner as an admission of liability or evidence of any person's fault, liability or wrongdoing. On the contrary, the Parties expressly deny any liability or wrongdoing whatsoever. Notwithstanding the foregoing restrictions in this Paragraph, Defendant may file this Settlement Agreement and the Judgment (if and when such Judgment is entered) in any action that may be or has been brought against it in order to support a defense, counterclaim or crossclaim.

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

<u>To the Named Plaintiffs and the Settlement Classes:</u>
Cari Laufenberg
Benjamin Gould
Keller Rohrback L.L.P.
1201 Third Avenue, Suite 3400
Seattle, WA 98101

<u>To Defendant:</u>
Michele C. Atkins
Joseph V. Gardner
FAVROS Law
3131 Elliott Avenue, Suite 300
Seattle, WA 98121

102. All of the Exhibits to this Settlement Agreement, with the exception of the Plan of Allocation, are an integral part of the Settlement Agreement and incorporated by reference as though fully set forth herein.

103. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe, contradict, or clarify this Settlement Agreement, its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or

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executed. This Settlement Agreement supersedes all prior negotiations and agreements. The Parties expressly agree that the terms and conditions of this Settlement Agreement will control over any other written or oral agreements.

104. The waiver by one party of any breach of this Settlement Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

105. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties have agreed to enter into this Settlement Agreement by electronic means and for electronic signatures to be binding.

106. This Settlement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto, including any and all Released Parties and any corporation, partnership, or other entity into or with which any party hereto may merge, consolidate, or reorganize, each of which is entitled to enforce this Settlement Agreement.

107. The Parties agree that the amount paid and the other terms of this Settlement Agreement were negotiated at arm’s length and in good faith, including in connection with mediations conducted by a professional mediator, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

108. This Settlement Agreement was jointly drafted by the Parties. Named Plaintiffs, Settlement Class Members, and Defendant shall not be deemed to be the drafters of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon of construction.

109. The Parties have relied upon the advice and representation of counsel selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to

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the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

110. Except as otherwise provided herein, each Party shall bear its own costs.

111. Named Plaintiffs represent and warrant that they have not assigned, transferred, or otherwise disposed of any claim or right or interest therein as against the Released Parties to any other person or party and that they are fully entitled to release the same.

112. Each counsel or other person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

113. The Parties agree to cooperate in good faith to ensure that any descriptions of this Settlement Agreement in the media or in any public forum are fair and accurate. None of the Parties will make any press communications announcing the settlement of the Action without consultation with the others.

114. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any conflict of laws principles that would result in applying the substantive law of a jurisdiction other than the State of Washington.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have duly executed this Settlement Agreement through and by their respective counsel as of July 11, 2025.

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KELLER ROHRBACK L.L.P., Class Counsel, on behalf of the Named Plaitniffs and Settlement Classes:

Signed by:
By Cari Campen Laufenberg
46D925A200C44F4...
Cari Campen Laufenberg, WSBA # 34354
1201 Third Ave., Suite 3400
Seattle, Washington 98101
Telephone: (206) 623-1900

FAIN ANDERSON VANDERHOEF ROSENDAHL O'HALLORAN SPILLANE, PLLC, on behalf of Defendant MultiCare Health Systems, Inc.:

Signed by:
By Joseph V. Gardner
81AA38D82D94408...
Joseph V. Gardner, WSBA #53340
3131 Elliott Avenue
Suite 300
Seattle, Washington 98121
joe@favros.com